

THE WHISKY SALE

Wednesday 7 December 2016

Edinburgh



Bonhams



THE WHISKY SALE

Wednesday 7 December 2016 at 11am
22 Queen Street, Edinburgh

VIEWING

Tuesday 6 December
10am to 4pm
Wednesday 7 December
9am to 11am

SALE NUMBER

23506

CATALOGUE

£10.00

BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please
visit bonhams.com

Please note that bids should be submitted no later than 4pm on the day prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being processed. Bidding by telephone will only be accepted on a lot with the lower estimate of £500.

Live online bidding is available for this sale

Please email bids@bonhams.com with 'live bidding' in the subject line 48 hours before the auction to register for this service

ENQUIRIES

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Press Enquiries:

press@bonhams.com
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CUSTOMER SERVICES

Monday to Friday 8.30 to 18.00
+44 (0) 20 7447 7447
Please see page 2 for bidder information including after-sale collection and shipment

ILLUSTRATIONS

Front cover: Lot 156
Back cover: Lot 124
Inside front cover: Lot 157
Inside back cover: Lot 48

IMPORTANT INFORMATION

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



Bonhams 1793 Limited

Registered No. 4326560
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Bonhams International Board

Robert Brooks Co-Chairman,
Malcolm Barber Co-Chairman,
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James Stratton, Ralph Taylor, Charlie Thomas,
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Michael Wynell-Mayow, Suzannah Yip.

SALE INFORMATION

PRE-SALE INFORMATION

Bidding

Bidding is per lot as catalogued unless otherwise stated and can be made in person, on the telephone (for individual lots with a lower estimate of £400 or over only) or by filling out the absentee bid form at the back of this catalogue and faxing to the number below. Bids can also be placed by email or online: bids@bonhams.com www.bonhams.com.

(Please refer to notes on bidding in the 'During the Sale' section). Bids must be made at least 24 hours prior to the start of the sale. Proof of identity is required before processing.

Bids Office

101 New Bond Street
London W1S 1SR
+44 (0) 20 7447 7447 tel
+44 (0) 20 7447 7401 fax

Catalogue Descriptions and Cost Breakdown

Symbols (in bond / duty paid)

Estimates include duty, and a buyer's premium at 25% (+ VAT) will be charged on all lots. Items marked with Δ or † will also be charged VAT on the hammer price. Items marked with Δ may be kept under bond if required and duty will be deducted from the hammer price. If buyers advise the bids office that they require their wine to remain in bond, duty will be deducted from the hammer price and they are then responsible for clearance, VAT and any other charges that may be payable.

Please note that lots not collected from 22 Queen Street by 5.30pm Wednesday 21 December 2016 will be removed to our own storage facility at a cost of £10 per week plus VAT per lot.

Please note that Bonhams will be closed from 5.30pm Friday 23 December 2016 until 9am Wednesday 4 January 2017.

Condition

Bottle condition is only noted where it may significantly influence the estimate value of the lot. It is not our policy to inspect every unopened case, however those that have been inspected may no longer have an intact lid. Ullage levels or bottle conditions may differ from their catalogue description as a result of transport. Corks in older wines may fail naturally or as a result of transportation. Bonhams cannot accept responsibility at any point for failed corks, and no refunds or replacements are given.

Ullage

Ullage refers to the space between the wine and the bottom of the cork. Acceptable ullage levels increase with age but we will only auction wines that we consider to be in sound condition. Ullage levels for Bordeaux-shaped bottles are only noted when not 'into neck' (see diagram) or, in the case of Burgundy-shaped bottles, when greater than 4cm from the base of the cork. Unless otherwise indicated champagne ullage is measured from the base of the bottle when inverted.

DURING THE SALE

Bidding

Commission bids are rounded down to the nearest increment. Bidding increments are at the discretion of the Auctioneer, but are usually as follows:

Level of Bid	Increment
£50 - £100	£5
£100 - £200	£10
£200 - £500	£20
£500 - £1,000	£20/£50/£80
£1,000 - £2,000	£100
£2,000 - £5,000	£200
£5,000 - £10,000	£200/500/800
Over £10,000	£500

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 the first lot in any parcel has the option to purchase some or all of the remaining lots in the parcel at the same price, at the discretion of the Auctioneer. Commission bidders are therefore advised to bid on the first lot in a parcel.

Buyer's Premium

There is a premium of 25% (+ VAT) on each lot purchased.

POST-SALE INFORMATION

Results

Sale results are published on our website shortly after the sale has finished. Vendors are also informed of sale results by post.

Payment

Invoices must be settled by the registered buyer.

Contact numbers:

+44 (0) 20 7447 7447

Collections

Please contact the department:
Martin Green
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martin.green@bonhams.com

Vendors

Vendors will be informed of the result of the sale by post. Unless requested to do otherwise, unsold lots will be re-entered into the next sale.

GENERAL INFORMATION

Bids office:

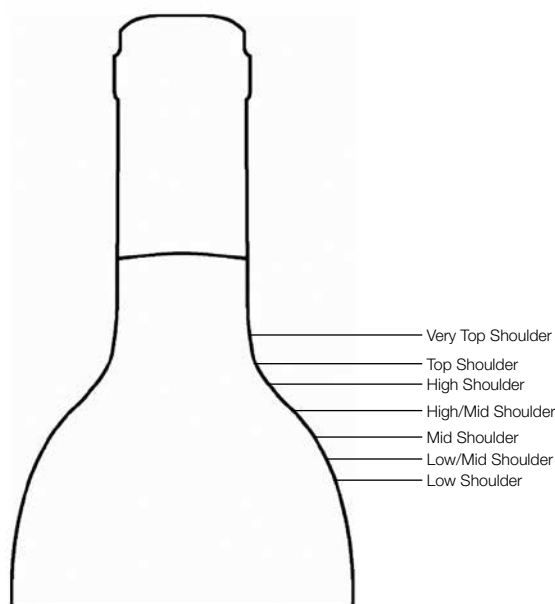
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Customer services:

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All lots will be invoiced Duty Paid

SALE INFORMATION

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Chairman Scotland

Ray Entwistle

Valuations, Trusts & Estates

Charles Graham-Campbell
Grant MacDougall
Gordon McFarlan
Belinda Treble

The Scottish Sale

Miranda Leslie

Pictures

Chris Brickley
Colleen Bowen
Iain Byatt-Smith
Chris Dawson (London)
James Holloway (consultant)

Jewellery & Silver

Clare Blatherwick
Gordon McFarlan
Fiona Hamilton
Alexis Tortolano
Leonie Armin
Rachel Bailey

Asian Art

Ian Glennie
Asha Edwards

European Ceramics & Glass

Katherine Wright

Wine

Thomas Gilbey

Books, Manuscripts & Maps

Henry Baggott
Georgia Williams

Arms & Armour

Kenneth Naples

**Furniture, Clocks, Oriental
Carpets, Works of Art &
Scientific Instruments**

Bruce Addison
Kenneth Naples
David Jones (consultant)

Toys and Collectors' Items

Nicholas Oddy (consultant)

Whisky

Martin Green
Charles MacLean (consultant)

The Sporting Sale

Henry Baggott
Georgia Williams

IMPORTANT NOTICE TO BUYERS**COLLECTION AND STORAGE**

Please note that lots not collected from 22 Queen Street by
Wednesday 21 December 2016 will be removed to our own storage
facility at a cost of £10 per week plus VAT per lot.

MACALLAN 1950 AND 1970

1

Speymalt Macallan-1950

Bottled by Gordon & MacPhail.

In wooden presentation case accompanied by certificate. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume
1 bottle

£1,200 - 1,500

€1,300 - 1,700

US\$1,500 - 1,900

Tasting notes:

Colour: Deep orange red.

Nose: Sherry wood elements with a hint of peat smoke.

Body: Rich and complex.

Palate: Rich fruity elements with a toasted edge.

Finish: Smoky with rich sherry notes.

2

Speymalt Macallan-1970

Bottled 2013 by Gordon & MacPhail.

In original carton. Good labelling. Level: very top shoulder. 70 cl.
Single malt, 43% volume
1 bottle

£400 - 500

€450 - 560

US\$500 - 620

GLEN FLAGLER

3

Glen Flagler-1973

Bottled 2003. Distilled and bottled by Inver House Distillers, Airdrie.

Limited Edition. Bottle number 590 of 931. In wooden presentation case accompanied by certificate. Good labelling. Level: top shoulder. 70 cl. Single malt, 46% volume.
1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

Tasting notes:

Appearance: Bright golden

Aroma: Notes of fudge, toffee and honey combined with a slight smokiness

Palate: Soft fruity notes with vanilla oak undertones, leading to a long, clean finish

4

The Macallan-25 year old-1970

Bottled 1996. Distilled and bottled by The Macallan Distillers Ltd.

In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume
1 bottle

£1,500 - 2,000

€1,700 - 2,200

US\$1,900 - 2,500

5

Linlithgow-25 year old-1975

Distilled 2.6.1975, bottled 8.9.2000 by Signatory.

Cask number 96/3/14, bottle 255 of 352. In presentation case. Good label. Level: top shoulder. 70 cl. Single malt, 50.5% volume
1 bottle

£300 - 350

€340 - 390

US\$370 - 430

6

Rosebank-20 year old-1981

Bottled May 2003. Rare Malts Selection.

Limited Edition bottle number 5015. In original carton. Good labelling. Level: top shoulder. 70 cl. Single malt, 62.3% volume

Rosebank-15 year old-1990

Bottled April 2006 by Douglas Laing & Co. Ltd. The Old Malt Cask.

One of 242 bottles. In original carton. Good Labelling. Level: very top shoulder. 700 ml. Single malt, 50% volume
2 bottles

£300 - 340

€340 - 380

US\$370 - 420



1

2

<p>7</p> <p>Glen Gordon-50 year old-1939 <i>Distilled 11th May 1939, bottled 11th May 1989. Bottled by Glen Gordon Whisky Co. Ltd., Elgin.</i> Bottle number 31 of 120. In presentation case accompanied by certificate. Good label. Level: high shoulder. 75 cl. Single malt, 40% volume 1 bottle</p> <p>£600 - 800 €670 - 900 US\$740 - 990</p>	<p>12</p> <p>Ardmore-20 year old <i>Bottled 2009 by Scotpack, Glasgow to commemorate the 50th Anniversary of the 49 Wine and Spirit Club, Glasgow (1959-2009).</i> Special Edition Glencairn Crystal decanter number 380 in presentation case. Engraved labelling with printed neck tag. Level: filled to 70 cl. Single malt, 54% volume 1 crystal decanter</p> <p>£300 - 350 €340 - 390 US\$370 - 430</p>
<p>8</p> <p>Arran Founder's Reserve-14 year old (12) <i>Distilled and bottled by Isle of Arran Distillers Ltd.</i> Good labels. Level: very top shoulder. 70 cl. Single malt, 43% volume 12 bottles</p> <p>£480 - 520 €540 - 580 US\$600 - 640</p>	<p>13</p> <p>Aberlour-1970 <i>Bottled 1991. Distilled and bottled by Aberlour Glenlivet Distillery Co. Ltd.</i> Bottle number 4107 of 8000. In wooden presentation case. Good labelling. Level: high shoulder. 75 cl. Single malt, 43% volume Glengoyne Vintage Reserve-1967 <i>Bottled August 1992. Distilled and bottled by Lang Brothers Ltd., Glengoyne.</i> Bottle number 1511 of 2500. In wooden presentation case. Level: top shoulder. 700 ml. Single malt, 43% volume 2 bottles</p> <p>£500 - 600 €560 - 670 US\$620 - 740</p>
<p>9</p> <p>Arran Founder's Reserve-14 year old (12) As above lot. 12 bottles</p> <p>£480 - 520 €540 - 580 US\$600 - 640</p>	<p>GLENGOYNE VINTAGE RESERVE, BOTTLE NUMBER “1”</p>
<p>10</p> <p>Arran Founder's Reserve-14 year old (12) As above lot. 12 bottles</p> <p>£480 - 520 €540 - 580 US\$600 - 640</p>	<p>14</p> <p>Glengoyne Vintage Reserve-1968 <i>Distilled and bottled by Lang Brothers Ltd., Glengoyne.</i> Bottle number 01 of 4,500. Accompanied by certificate (worn, torn and stained). Labelling with some discolouration. Level: very top shoulder. 700 ml. Single malt, 50.3% volume 1 bottle</p> <p>£300 - 350 €340 - 390 US\$370 - 430</p>
<p>11</p> <p>Glenglassaugh-1986 <i>Bottled 2004. The MacPhail's Selected Single Distilleries Collection.</i> In original cardboard tube. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume Glenfiddich Excellence-18 year old <i>Distilled and bottled by The Glenfiddich Distillery.</i> In original carton. Level: very top shoulder. 700 ml. Single malt, 43% volume Glenmorangie Grand Slam Dram-10 year old <i>Distilled and bottled by The Glenmorangie Distillery Coy to commemorate Scotland's Triple Crown, Grand Slam, Calcutta Cup, 17th March 1990.</i> Good labelling, rear label reproductively signed. Level: very top shoulder. 75 cl. Single malt, 40% volume Glen Moray-12 year old <i>Distilled and bottled by The Glen Moray-Glenlivet Distillery.</i> In original cardboard tube. Good labelling. Level: very top shoulder. Litre. Single malt, 43% volume 4 bottles</p> <p>£300 - 350 €340 - 390 US\$370 - 430</p>	<p>15</p> <p>Springbank-1972 <i>Distilled and bottled by J & A Mitchell & Co. Ltd.</i> Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume. 1 bottle</p> <p>£300 - 350 €340 - 390 US\$370 - 430</p>

16

St. Magdalene-1975

Bottled 2005 by Gordon & MacPhail. Rare Old Selection.

In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume
1 bottle

£300 - 350

€340 - 390

US\$370 - 430

17

The Macallan-18 year old-1973

Bottled 1991. Distilled and bottled by The Macallan Distillers Ltd.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume
1 bottle

£500 - 800

€560 - 900

US\$620 - 990

18

Bruichladdich Chateau D'Yquem Finish-20 year old-1990 (3)

Original Quercus Alba Bourbon cask filled 14.2.1990 for 15 years, additional cask evolution Chateau D'Yquem filled 5.10.2005 for 5 years, cask 622. Bottled 2011. Distilled and bottled by Bruichladdich Distillery.

In presentation tins. Bottle numbers 30, 78 and 250 of 250. In presentation tins. Good labels. Level: very top shoulder. 700 ml. Single malt, 53.1% volume
3 bottles

£750 - 850

€840 - 950

US\$930 - 1,100

19

Bruichladdich Chateau D'Yquem Finish-20 year old-1990 (3)

Original Quercus Alba Bourbon cask filled 14.2.1990 for 15 years, additional cask evolution Chateau D'Yquem filled 5.10.2005 for 5 years, cask 622. Bottled 2011. Distilled and bottled by Bruichladdich Distillery.

Bottle numbers 115, 133 and 197 of 250. In presentation tins. Good labels (one with minor scratches). Level: very top shoulder. 700 ml. Single malt, 53.1% volume
3 bottles

£750 - 850

€840 - 950

US\$930 - 1,100

20

Allt-A-Bhainne-27 year old-1977

Distilled 19/8/1977, bottled 19/1/2005 by Signatory.

Cask number 21702, bottle 435 of 534. Good label. 70 cl. Single malt, 60.7% volume

Glenkinchie-19 year old-1987

Distilled 22/10/1987, bottled 02/2/2007 by Signatory.

Cask number 2835, bottle 232 of 260. In presentation tins. 70 cl. Single malt, 58% volume
2 bottles

£250 - 280

€280 - 310

US\$310 - 350

21

Seven Islands Vintage (12)

Distilled, matured and bottled in Scotland on behalf of Ryan 50 Scotland Ltd. Good labels. Level: filled to 700 ml. Glass decanters. Single malt, 75 degrees proof, 42.8% volume
12 glass decanters

£700 - 900

€790 - 1,000

US\$870 - 1,100

22

Fettercairn-40 year old

Distilled and bottled by Fettercairn Distillers Company.

Transfer printed labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume
1 bottle

£500 - 600

€560 - 670

US\$620 - 740

23

Port Ellen-25 year old-1978

Distillers 4th Annual Release. Bottled 2004.

Bottle number 1732 of 5100. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.2% volume
1 bottle

£1,200 - 1,500

€1,300 - 1,700

US\$1,500 - 1,900

24

Longmorn-21 year old-1992 (6)

Bottled 2014. Douglas Laing's Old Particular Single Casks.

A limited edition of 289 bottles. In original cardboard tubes. Good labels. Level: high shoulder. 700 ml. Single malt, 50.7% volume
6 bottles

£480 - 600

€540 - 670

US\$600 - 740

A SET OF RARE MALTS SELECTIONS

25

Brora-20 year old-1975 (2)

Rare Malts Selection.

Limited Edition bottle number 7475. Good labels. Level: top shoulder. 75 cl. and 20 cl. Single malt, 59.1% and 60.75% volume

Caol Ila-20 year old-1975 (2)

Rare Malts Selection.

Limited Edition bottle number 862. Good labels. Level: very top shoulder. 75 cl. and 20 cl. Single malt, both 61.12% volume

Dailuaine-22 year old-1973 (2)

Rare Malts Selection.

Limited Edition bottle number 702. Good labels. Level: very top shoulder. 75 cl. and 20 cl. Single malt, 60.92% and 61.80% volume

Glendullan-23 year old-1972 (2)

Rare Malts Selection.

Limited Edition bottle number 545. Level: very top shoulder. 75 cl. and 20 cl. Single malt, both 62.43% volume

Teaninich-23 year old-1972 (2)

Rare Malts Selection.

Limited Edition bottle number 517. Good labels. The 75 cl. bottles in this lot in original cartons, the set of five 20 cl. bottles in the original carton. Level: very top shoulder. This lot is accompanied by booklet "Discover The Rare Malts Selection".

75 cl. and 20 cl. Single malt, 64.95% and 64.8% volume

5 75 cl. bottles and 5 20 cl. bottles

£1,600 - 2,200

€1,800 - 2,500

US\$2,000 - 2,700

26

Glenfarclas-8 year old

Distilled by J & G Grant, Glenfarclas Distillery, bottled by J & G Grant International.

Distributed by Saccone & Speed. Good label. Level: top shoulder. 75 cl. Single malt, 40% volume

Glen Deveron-8 year old

Distilled and bottled by William Lawson Distillers Ltd.

Good labelling. Level: high shoulder. 75 cl. Single malt, 40% volume
2 bottles

£200 - 250

€230 - 280

US\$250 - 310

27

Arran Founder's Reserve (12)

Distilled and bottled by Arran Distillers Ltd.

Good labels. Level: very top shoulder. 70 cl. Single malt, 43% volume
12 bottles

£350 - 400

€390 - 450

US\$430 - 500

28

Auchentoshan-21 year old-1972

In presentation case (worn). Good labelling. Level: top shoulder. 70 cl.

Single malt, 43% volume

Auchentoshan-1975

A single cask selected exclusively for Oddbins.

Good label. Level: very top shoulder. 70 cl. Single malt, 43% volume

Auchentoshan-10 year old

Distilled and bottled by Auchentoshan Distillery.

Good label. Level: top shoulder. 70 cl. Single malt, 40% volume

Auchentoshan-14 year old

Limited Edition. Provost's Homecoming Special, specially selected

and and bottled by Auchentoshan Distillery.

Damage to lead capsule though seal unbroken. Good label. Level:

very top shoulder. 70 cl. Single malt, 40% volume

4 bottles

£300 - 350

€340 - 390

US\$370 - 430

29

Laphroaig-27 year old-1988

Distilled 1988, bottled 2015 at The Bruichladdich Distillery for The Syndicate.

Cask number 9207, bottle 34 of 114. Good labelling. Level: very top shoulder. 700 ml. Single malt, 44.3% volume

1 bottle

£500 - 600

€560 - 670

US\$620 - 740

30

Aberlour-10 year old (9)

Distilled and bottled by Aberlour Glenlivet Distillery Co. Ltd.

In original cardboard tubes. Good labels. Level: very top shoulder. 70 cl. Single malt, 40% volume

9 bottles

£300 - 350

€340 - 390

US\$370 - 430



31	35
Ben Nevis-10 year old	Ardbeg-21 year old
Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume	<i>Bottled by Adelphi Distillery Limited for Kay's Bar, Edinburgh to celebrate 21 years.</i>
Glenfarclas-10 year old	Good label. Level: very top shoulder. 70 cl. Single malt, 49.1% volume
Perforations on seal broken. Level: very top shoulder. 700 ml. Single malt, 40% volume	1 bottle
Glen Grant (2)	£300 - 500
Good labels. Level: very top shoulder. 70 cl. Single malt, 40% volume	€340 - 560
The Glenlivet-12 year old	US\$370 - 620
Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume	
The Glenlivet-18 year old	36
Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume	Springbank-15 year old-1995 (3)
Isle of Jura Tastival	<i>Distilled June 1995. A private bottling. Distilled and bottled by J & A Mitchell & Co. Ltd., Springbank Distillery.</i>
Bottle number 358 of 3000. Level: top shoulder. 70 cl. Single malt, 44% volume	Good labels. Level: very top shoulder. 70 cl. Single malt, 57% volume
Strathisla-12 year old	3 bottles
Good labelling. Level: very top shoulder. 750 ml. Single malt, 43% volume	£300 - 350
Tobermory-10 year old	€340 - 390
<i>The above distilled and bottled by their respective single malt distillery.</i>	US\$370 - 430
Transfer printed labelling. Level: top shoulder. 70 cl. Single malt, 40% volume	
9 bottles	37
£250 - 300	Springbank-15 year old-1995 (3)
€280 - 340	As above lot.
US\$310 - 370	3 bottles
	£300 - 350
32	€340 - 390
The Macallan Diamond Jubilee	US\$370 - 430
<i>Bottled 2012. Distilled and bottled by The Macallan Distillers Ltd.</i>	
A limited edition of 2012 bottles to commemorate the Golden Jubilee of Her Majesty Queen Elizabeth II (1952-2012). In presentation case within the original packaging. Good labelling. Level: very top shoulder. 700 ml. Single malt, 52% volume	38
1 bottle	The Macallan-18 year old-1967
£1,200 - 1,500	<i>Bottled 1986. Distilled and bottled by The Macallan Distillers Ltd.</i>
€1,300 - 1,700	In original carton (some minor staining and wear). Good labelling.
US\$1,500 - 1,900	Level: very top shoulder. 75 cl. Single malt, 43% volume
	1 bottle
33	£800 - 1,000
Glenburgie-1960	€900 - 1,100
<i>Connoisseur's Choice, bottled by Gordon & MacPhail.</i>	US\$990 - 1,200
Good label. Level: top shoulder. 75 cl. Single malt, 40% volume	
Linkwood-17 year old-1971	39
<i>Distilled prior to 1971. Bottled by John McEwan & Co Ltd., for Marks and Spencer Plc.</i>	Rosebank
Limited Edition, bottle number 8663. In original carton. Level: very top shoulder. 75 cl. Single malt, 40% volume	<i>Especially bottled in Scotland for The Distillers Agency Ltd., Edinburgh.</i>
2 bottles	Good label. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof
£300 - 400	1 bottle
€340 - 450	£300 - 400
US\$370 - 500	€340 - 450
	US\$370 - 500
34	40
Bowmore-32 year old-1968	Port Ellen-15 year old-1969
<i>Distilled in the village of Bowmore on 27th February 1968, bottled 25th August 2000 by Signatory.</i>	Good label. Level: top shoulder. 75 cl. Single malt, 40% volume
Cask number 1422, bottle 213 of 236. In wooden presentation case. Good label. Level: very top shoulder. 70 cl. Single malt, 46% volume.	Port Ellen-16 year old-1970
1 bottle	<i>The above Connoisseurs Choice by Gordon & MacPhail.</i>
£700 - 900	Good label. Level: top shoulder. 75 cl. Single malt, 40% volume
€790 - 1,000	2 bottles
US\$870 - 1,100	£500 - 600
	€560 - 670
	US\$620 - 740

41

Glenlossie-17 year old-1968

Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume

Lochside-17 year old-1965

The above Connoisseurs Choice by Gordon & MacPhail.

Good label. Level: low/mid shoulder. 75 cl. Single malt, 40% volume
2 bottles

£300 - 360

€340 - 400

US\$370 - 450

42

Banff-1974

Connoisseurs Choice by Gordon & MacPhail.

Good label. Level: below low shoulder. 75 cl. Single malt, 40% volume

Dufftown-Glenlivet-8 year old

From The House of Bell's. Distilled and bottled by Arthur Bell & Sons Ltd.

Good labelling, main label scuffed top edge. Level: very top shoulder.
27 2/3 fl. ozs. Single malt, 70 degrees proof

Balblair-10 year old

Bonded and bottled by Gordon & MacPhail.

Good label with some minor scratches and staining. Level: very top
shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 70 degrees proof

Lochnagar-12 year old

Distilled and bottled by John Begg Ltd., Lochnagar Distillery, Deeside.
In original carton (worn). Level: very top shoulder. 26 2/3 fl. ozs. Single
malt, 70 degrees proof

Dalwhinnie Centenary-15 year old

Distilled and bottled by James Buchanan & Co., Dalwhinnie Distillery.
Classic Malts Centenary Edition (1898-1998).

Good labelling. Level: top shoulder. 70 cl. Single malt, 43% volume
5 bottles

£300 - 360

€340 - 400

US\$370 - 450

43

Knockando-12 year old-1966

*Bottled 1978. Distilled and bottled by Justerini & Brooks Ltd.,
Knockando Distillery.*

Good labelling. Level: top shoulder. 26 2/3 fl. ozs., 75.7 cl. Single malt,
70 degrees proof

Justerini & Brooks-20 year old

Finest Malt Scotch Whisky. Bottled by Justerini & Brooks Ltd.

Labelling discoloured and scuffed around edges. In original carton
(worn), accompanied by stopper. Remains of paper seal. Level: high
shoulder. 26 2/3 fl. ozs. 75 degrees proof
2 bottles

£400 - 460

€450 - 520

US\$500 - 570

44

Kilkerran-10 year old (6)

Distilled at Glengyle Distillery.

Comprising Olorosso, Fino, Rum, Madeira, Port and Bourbon Wood
cask matured. In presentation case accompanied by boxed set of
miniatures of the above. Good labels. Level: very top shoulder. 70 cl.
Single malt, 46% volume
6 bottles and 6 miniatures

£850 - 1,000

€950 - 1,100

US\$1,100 - 1,200

BLACK BOWMORE 2ND AND 3RD EDITIONS

45

Black Bowmore-1964

*The Second Edition. Bottled 1994. Distilled and bottled by Morrison's
Bowmore Distillery.*

Bottle number 381 of 2000. In wooden presentation case. Good
labelling. Level: high/mid shoulder. 70 cl. Single malt, 50% volume
1 bottle

£5,000 - 6,000

€5,600 - 6,700

US\$6,200 - 7,400

46

Black Bowmore-1964

*The Final Edition. Bottled 1995. Distilled and bottled by Morrison's
Bowmore Distillery.*

Bottle number 947 of 1812. In wooden presentation case. The top of
the lead capsule with some rubbing. Good labelling. Level: high/mid
shoulder. 70 cl. Single malt, 49% volume
1 bottle

£5,000 - 6,000

€5,600 - 6,700

US\$6,200 - 7,400

47

Highland Park-8 year old (2)

*Distilled by James Grant & Company (Highland Park Distillery) Ltd.,
bottled by Gordon & MacPhail.*

Good labels with some minor discoloration. Level: very top shoulder.
26 2/3 fl. ozs bottle & 13 1/3 fl. ozs. half bottle. Single malt, 100
degrees proof

The Glenrothes-1989

*Bottled 26.2.2000. Distilled and bottled by Berry Bros & Rudd, The
Glenrothes Distillery.*

Good label. Level: high shoulder. 700 ml. Single malt, 43% volume
2 bottles and half bottle

£300 - 350

€340 - 390

US\$370 - 430

48

Linlithgow 600

*Blended and bottled by Morrison Bowmore Distillers to commemorate
the 600th Anniversary of the granting of the Charter to the Royal
Burgh of Linlithgow (1389-1989).*

Decanter number 42 of 600. In presentation case accompanied by
stopper. Transfer printed labelling. Level: filled to 75 cl. Blended, 43%
volume
1 ceramic jug

£300 - 400

€340 - 450

US\$370 - 500

HIGHLAND PARK REBUS

49

Highland Park Rebus-20 year old

Distilled and bottled by Highland Park Distillery to celebrate the 20th Anniversary of Inspector John Rebus.

In wooden presentation case. Transfer printed labelling. Level: high shoulder. 700 ml. Single malt, 44.7% volume
1 bottle

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

50

Highland Park Rebus-20 year old

As above lot.

1 bottle

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

51

Macallan-Glenlivet-40 year old

Bottled by Gordon & MacPhail, Elgin. Imported by Co. Import Pinerolo.

In original carton (very worn). Good labelling, rear label slightly discoloured. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

52

Buichladdich-21 year old

Distilled and bottled by Buichladdich Distillery Company Limited.

In original carton (worn). Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

Cardhu-12 year old

Distilled and bottled by Cardhu Distillery.

In original carton. Labelled for export. Level: top shoulder. 750 ml. Single malt, 40% volume

Laphroaig-10 year old

Distilled and bottled by D. Johnston & Co. (Laphroaig), Laphroaig Distillery.

In original cardboard tube (discoloured). Level: very top shoulder. 75 cl. Single malt, 40% volume

Loch Dhu-10 year old

The Black Whisky. Distilled and bottled by Mannochmore Distillery.

Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume
4 bottles

£300 - 350

€340 - 390

US\$370 - 430

RARE ST. MAGDALENE

53

St. Magdalene-20 year old-1978

Distilled 31st March 1978. Bottled by United Distillers to commemorate 100 years Waterloo Street, Glasgow, Engineering.

Bottle number 22 of 396. In presentation case accompanied by letter of authenticity. Good labelling. Level: high shoulder. 70 cl. Single malt, 62.7% volume
1 bottle

£600 - 800

€670 - 900

US\$740 - 990

54

Glenmorangie Port Wood Finish-1975

Distilled 1975, raked into Port Pipes 1990, bottled 1994. Distilled and bottled by The Glenmorangie Distillery Coy.

In original carton (printing with some fading). Good labelling. Level: very top shoulder. 70 cl. Single malt, 46.8% volume
1 bottle

£300 - 350

€340 - 390

US\$370 - 430

55

Glenmorangie-1971

Limited Bottling.

In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

Glenmorangie-1972

Distilled 6th March 1972, bottled 9th Dec 1991. Single Barrel Vintage. Cask number 485, bottle 251. Distilled and bottled by The Glenmorangie Distillery Coy.

In original cardboard tube. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume
2 bottles

£380 - 440

€430 - 490

US\$470 - 550

56

Glenmorangie Culloden-1971

Bottled 25th October 1995. Produced in association with the National Museums of Scotland.

Bottle number 890. In wooden presentation case. Good label. Level: high shoulder. 70 cl. Single malt, 43% volume
1 bottle

£800 - 850

€900 - 950

US\$990 - 1,100

THE MACALLAN-1952

57

The Macallan-1952

Distilled by R. Kemp, Macallan-Glenlivet Ltd. Bottled by Campbell, Hope and King.

Labelling slightly stained. Right side of main label with vertical scratch. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 80 degrees proof
1 bottle

£1,500 - 2,500

€1,700 - 2,800

US\$1,900 - 3,100



49

50

58

North of Scotland-42 year old-1972

Bottled 2014 by Hart Brothers Limited.

In original cardboard tube. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume
1 bottle

£300 - 350
€340 - 390
US\$370 - 430

59

Tamdhù-42 year old-1958

Bottled 2000 by Hart Brothers Limited.

In original cardboard tube. Good labelling. Level: top shoulder. 70 cl. Single malt, 40.8% volume
1 bottle

£300 - 400
€340 - 450
US\$370 - 500

60

Highland Park-32 year old-1977

Distilled November 1977, bottled August 2010 by Hart Brothers Limited.

In original cardboard tube. Good labelling. Level: very top shoulder. 700 ml. Single malt, 47% volume
1 bottle

£300 - 400
€340 - 450
US\$370 - 500

61

Bowmore-34 year old-1968

Distilled February 1968, bottled October 2002 by Hart Brothers Limited.

In original cardboard tube. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40.2% volume
1 bottle

£400 - 600
€450 - 670
US\$500 - 740

FINE MALTS INCLUDING THE MACALLAN

62

The Macallan-1962

Distilled by Macallan-Glenlivet Ltd., bottled by Campbell, Hope & King.

Imported by Filli Rinaldi, Bologna. Good labelling. Level: top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 46% volume
1 bottle

£1,200 - 1,500
€1,300 - 1,700
US\$1,500 - 1,900

63

The Macallan-25 year old-1962

Bottled 1987. Anniversary Malt. Distilled and bottled by The Macallan Distillers Ltd.

In wooden presentation case. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,500

64

The Macallan-25 year old-1965

Bottled 1990. Anniversary Malt. Distilled and bottled by The Macallan Distillers Ltd.

Imported by Remy Amerique Inc, New York. In wooden presentation case. Good labelling. Level: top shoulder. 750 ml. Single malt, 43% volume
1 bottle

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,500

65

The Macallan-18 year old-1973

Bottled 1991. Distilled and bottled by The Macallan Distillers Ltd.

Imported by Giovinetti & Figli, Milano. In original carton (stained). Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£800 - 1,000
€900 - 1,100
US\$990 - 1,200

66

The Macallan-18 year old-1975

Bottled 1994. Distilled and bottled by The Macallan Distillers Ltd.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume
1 bottle

£800 - 1,000
€900 - 1,100
US\$990 - 1,200

67

The Macallan-18 year old-1979

Bottled 1997. Distilled and bottled by The Macallan Distillers Ltd.

In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£800 - 1,000
€900 - 1,100
US\$990 - 1,200

68

The Macallan-10 year old (2)

Good labels. Level: very top shoulder. 700 ml. Single malt, 40% volume

The Macallan-10 year old

Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

The Macallan Fine Oak-10 year old

Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

The Macallan-12 year old

Good labelling. Level: top shoulder. 700 ml. Single malt, 40% volume

The Macallan Fine Oak-12 year old

Distilled and bottled by The Macallan Distillers Ltd.

Good labelling. The above in original cartons. Level: top shoulder. 700 ml. Single malt, 40% volume
6 bottles

£350 - 450
€390 - 510
US\$430 - 560



62



63



64

69

Rosebank-20 year old-1979

Bottled October 1999. Rare Malts Selection Limited Edition bottle number 1781.

In wooden presentation case. Good labelling. Level: very top shoulder.

70 cl. Single malt, 60.3% volume

Rosebank-1979

Bottled 1992. Connoisseurs Choice, bottled by Gordon & MacPhail.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

2 bottles

£600 - 700

€670 - 790

US\$740 - 870

70

Aberlour-1990

Vintage Edition. Distilled and bottled by Aberlour-Glenlivet Distillery Co. Ltd.

In presentation tin. Good labelling. Level: very top shoulder. Litre.

Single malt, 40% volume

Auchentoshan

Distilled and bottled by Auchentoshan Distillery.

In original cardboard tube. Level: very top shoulder. 700 ml. Single malt, 40% volume

Bruichladdich-20 year old

Second Edition. Distilled and bottled at Bruichladdich Distillery.

Level: top shoulder. 700 ml. Single malt, 46% volume

Glenmorangie Port Wood Finish

Distilled and bottled by The Glenmorangie Distillery Coy.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

Glen Ord-12 year old

Distilled and bottled by John Dewar & Sons, Glen Ord Distillery.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Highland Park-12 year old

Distilled and bottled by Highland Park Distillery.

Good labelling. Level: top shoulder. 70 cl. Single malt, 40% volume

The Macallan Fine Oak-10 year old

Distilled and bottled by The Macallan Distillers Ltd.

Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

Talisker-10 year old

Distilled and bottled by Talisker Distillery.

Good labelling. The above in original cartons, tubes and tins. Level: very top shoulder. 70 cl. Single malt, 45.8% volume

8 bottles

£400 - 450

€450 - 510

US\$500 - 560

71

Linkwood-12 year old

The Manager's Dram. A refill sherry cask whisky specially selected by malt distillery managers within United Distillers & Vintners. Label dated 1999.

Good label. Level: very top shoulder. 70 cl. Single malt, 59.5% volume

Cambus-15 year old

Distilled at Cambus Distillery, Alloa.

Good label. Level: very top shoulder. 70 cl. Single grain, 63.6% volume

2 bottles

£230 - 250

€260 - 280

US\$290 - 310

72

Hanyu Ichiro's Malt-3 of Clubs

Distilled 2000, bottled 2009. Distilled at Hanyu Distillery. Cask number 7020, 1st cask Hogshead, 2nd and 3rd cask New American Oak Puncheon. Bottle number 73 of 592.

Front label with small scratch to centre at base, rear label with scratches to left and centre at base. Level: high shoulder. 70 cl. Single malt, 61.1% volume

1 bottle

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

73

Hanyu Ichiro's Malt-8 of Hearts

Distilled 1991, bottled 2008. Distilled at Hanyu Distillery. Cask number 9303, 1st cask Hogshead, 2nd cask Spanish Oak Olorosso Sherry Butt. Bottle 40 of 617.

Good labelling. Level: high/mid shoulder. 700 ml. Single malt, 56.8% volume

1 bottle

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

74

Hanyu Ichiro's Malt-Ace of Spades

Distilled 1985, bottled 2006. Distilled at Hanyu Distillery. Cask number 9308, 1st cask Hogshead, 2nd cask Spanish Oak Sherry Butt. Bottle 23 of 300.

Good labelling. Applied rear label over main rear label. Level: high/mid shoulder. 700 ml. Single malt, 55% volume

1 bottle

£3,000 - 3,200

€3,400 - 3,600

US\$3,700 - 4,000

75

Glenury Royal-32 year old-1972

Distilled December 1972, bottled October 2005 by Douglas Laing & Co. Ltd.

One of 226 bottles. In original carton. Good labelling. Level: top shoulder. 700 ml. Single malt, 50% volume

1 bottle

£250 - 300

€280 - 340

US\$310 - 370

76

Brora-20 year old-1982

Distilled June 1982, bottled February 2003. Chieftain's, bottled by Ian MacLeod & Co. Ltd.

Cask number 1195, one of 786 bottles. In presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume

1 bottle

£250 - 280

€280 - 310

US\$310 - 350

77

Rosebank-8 year old

Especially bottled in Scotland for The Distillers Agency Ltd., Edinburgh.

In original carton. Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume
1 bottle

£300 - 400

€340 - 450

US\$370 - 500

78

Caol Ila-150th Anniversary-20 year old

Distilled and bottled by Caol Ila Distillery, Port Askaig to commemorate the 150th Anniversary of the distillery (1846-1996).

In presentation case accompanied by ceramic water jug. Good labelling. Level: very top shoulder. 70 cl. Single malt, 57.86% volume
1 bottle and ceramic jug

£600 - 700

€670 - 790

US\$740 - 870

79

Dallas Dhu-1979

Bottled 1998 by Gordon & MacPhail.

Good labelling. 70 cl. Single malt, 40% volume

Mannochmore-1984

Bottled 1994. Connoisseurs Choice, bottled by Gordon & MacPhail.

Good labelling, base of main label slightly creased. Level: very top shoulder. 70 cl. Single malt, 40% volume

Glenglassaugh-1983

Bottled 1993. Connoisseurs Choice, bottled by Gordon & MacPhail.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume
3 bottles

£280 - 320

€310 - 360

US\$350 - 400

80

Tomintoul-Glenlivet-17 year old-1969

Distilled prior to 1969. Distilled at Tomintoul Glenlivet Distillery, bottled by Whyte & MacKay for Marks and Spencer Plc.

Limited Edition bottle number 7235. Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

Ardbeg-8 year old-1992

Distilled 19th March 1992, bottled 28th March 2000 by Signatory.

Cask numbers 416-417, bottle 345 of 760. In presentation tin. Level: very top shoulder. 70 cl. Single malt, 43% volume
2 bottles

£280 - 320

€310 - 360

US\$350 - 400

81

Auchentoshan-5 year old

Distilled and bottled by Auchentoshan Distillery.

In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

Highland Park-12 year old

Distilled and bottled by Highland Park Distillery.

In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Inchgower-12 year old

Distilled and bottled by Arthur Bell & Sons Plc.

Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

The Macallan-10 year old

Distilled and bottled by The Macallan Distillers Ltd.

In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

Tamdhu-10 year old

Distilled and bottled by Tamdhu Distillery.

In original carton. Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume
5 bottles

£300 - 400

€340 - 450

US\$370 - 500

82

Aberlour-10 year old

70 cl. Single malt, 40% volume

Benromach

70 cl. Single malt, 43% volume

Benriach-10 year old

70 cl. Single malt, 43% volume

Bunnahabhain-12 year old

70 cl. Single malt, 40% volume

Edradour-10 year old

70 cl. Single malt, 40% volume

Glenfarclas-10 year old

75 cl. Single malt, 40% volume

Royal Lochnagar-12 year old

70 cl. Single malt, 40% volume

Tullibardine-10 year old

The above distilled and bottled by their respective single malt distillery.

Good labels. Level: top shoulder and better. 70 cl. Single malt, 40% volume

8 bottles

£300 - 360

€340 - 400

US\$370 - 450

83

Arran

70 cl. Single malt, 43% volume

Glen Moray-12 year old

75 cl. Single malt, 40% volume

Glenmorangie Cellar 13

Litre. Single malt, 43% volume

The Glenlivet-18 year old

Litre. Single malt, 43% volume

Isle of Jura-10 year old

70 cl. Single malt, 40% volume

The Singleton of Auchroisk-10 year old

70 cl. Single malt, 40% volume

The Singleton-12 year old

70 cl. Single malt, 40% volume

Old Pulteney-12 year old

The above distilled and bottled by their respective single malt distillery.

Good labels. Level: top shoulder and better. 70 cl. Single malt, 40% volume

8 bottles

£300 - 360

€340 - 400

US\$370 - 450

84

Clynelish-14 year old

Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume

Glen Grant

Good labelling. Level: very top shoulder. Litre. Single malt, 43% volume

Glen Moray Chardonnay Finish

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Dram of Destiny

Bottled to commemorate the return of the Stone of Destiny, 15th November 1996. Distilled in Speyside. Level: top shoulder. 70 cl. 40% volume

Glasgow-1990

Bottled to commemorate European City of Culture, 1990. 75 cl., ceramic decanter. Blended, 40% volume

Oban-14 year old

Good labelling. Level: top shoulder. 70 cl. Single malt, 43% volume

Tomintoul-16 year old

The above distilled and bottled by their respective single malt distillery or proprietary company.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

6 bottles and ceramic decanter

£260 - 280

€290 - 310

US\$320 - 350

85

Benromach-15 year old

Good label. Level: very top shoulder. 70 cl. Single malt, 40% volume

Cardhu-12 year old

Good labelling. Level: high shoulder. 70 cl. Single malt, 40% volume

Eilean Dhubh

Good label. Level: very top shoulder. 700 ml. Pure malt, 43% volume

Glengoyne-10 year old

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Glen Keith-Pre 1983

Good labelling. Level: high shoulder. 70 cl. Single malt, 43% volume

Glenkinchie-10 year old

The above distilled and bottled by their respective single malt distillery or proprietary company.

Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

6 bottles

£260 - 280

€290 - 310

US\$320 - 350

86

Loch Lomond

Good labelling. Level: top shoulder. 70 cl. Single malt, 40% volume

Milton Duff-12 year old

Transfer printed labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

Talisker-10 year old

Good labelling. Level: very top shoulder. 70 cl. Single malt, 45.8% volume

Tamnavulin-Glenlivet-10 year old

Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

Tobermory

Transfer printed labelling. Level: high shoulder. 70 cl. Single malt, 40% volume

Tomatin-10 year old

The above distilled and bottled by their respective single malt distillery.

Good label. Level: very top shoulder. 70 cl. Single malt, 40% volume

6 bottles

£260 - 280

€290 - 310

US\$320 - 350

87

Springbank-12 year old

Distilled and bottled by J & A Mitchell & Co. Ltd., Springbank Distillery.

In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 57% volume

1 bottle

£450 - 600

€510 - 670

US\$560 - 740

88

The Balvenie Single Barrel-25 year old-1988

Distilled 24/2/1988, bottled 5/8/2014. Distilled and bottled by The Balvenie Distillery Company.

Cask number 73, bottle 66. In presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 47.8% volume

The Balvenie Founders Reserve-10 year old

Distilled and bottled by The Balvenie Distillery Company.

In original cardboard tube. Level: very top shoulder. 70 cl. Single malt, 40% volume

The Macallan-10 year old

Distilled and bottled by The Macallan Distillers Ltd.

Good labelling. In original carton (worn and stained). Level: very top shoulder. 70 cl. Single malt, 40% volume

3 bottles

£340 - 380

€380 - 430

US\$420 - 470

89

Port Ellen-25 year old-1978

Distillers 4th Annual Release.

Limited Edition bottle number 861 of 5100. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.2% volume
1 bottle

£1,200 - 1,400

€1,300 - 1,600

US\$1,500 - 1,700

90

Springbank-21 year old-1993

Bottled October 2014.

In original cardboard tube. Good labelling. Level: very top shoulder. 700 ml. Single malt, 52% volume

Caol Ila-25 year old-1982

Bottled February 2007. Bottled by Hart Brothers Limited.

In original cardboard tube. Level: very top shoulder. 700 ml. Single malt, 46% volume
2 bottles

£350 - 450

€390 - 510

US\$430 - 560

THE MACALLAN-1938

91

The Macallan-1938

Distilled by Macallan-Glenlivet Ltd.

Distributed by Gordon & MacPhail. Bottle number 312. In wooden presentation case. Good label. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£4,000 - 5,000

€4,500 - 5,600

US\$5,000 - 6,200

92

The Macallan-1964

Bottled 1982. Distilled and bottled by Macallan-Glenlivet Ltd.

In original carton (slightly worn). good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,000 - 1,200

€1,100 - 1,300

US\$1,200 - 1,500

93

Macallan-1965

Bottled 1983. Distilled and bottled by Macallan-Glenlivet Ltd.

In original carton (slightly worn). Good labelling. Level: high shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,000 - 1,200

€1,100 - 1,300

US\$1,200 - 1,500

94

The Macallan-10 year old

Distilled and bottled by Macallan-Glenlivet Ltd.

Good labelling with some very minor staining. Level: very top shoulder. 26 2/3 fl. ozs., 75.7 cl. Single malt, 70 degrees proof, 40% volume

Mortlach-Over 12 year old

Bonded and bottled by Gordon & MacPhail.

Good labelling. Level: high shoulder. 75 cl. Single malt, 40% volume

Strathisla-12 year old

Bottled by The Proprietors, Chivas Brothers Ltd., Strathisla Distillery.

Good label with some minor scratches. Level: high shoulder. 75 cl.

Single malt, 43% volume

3 bottles

£380 - 480

€430 - 540

US\$470 - 600

95

Ardbeg Guaranteed-10 year old

Distilled and bottled by Ardbeg Distillery Limited.

Good label. Level: top shoulder. 75 cl. Single malt, 40% volume
1 bottle

£350 - 450

€390 - 510

US\$430 - 560

96

Aultmore-12 year old

Distilled and bottled by John & Robert Harvey Ltd.

In original carton (slightly worn). Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume

Glenesk-12 year old

Distilled and bottled by Wm. Sanderson & Son Ltd.

In original cardboard tube. Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume

Balblair-10 year old

Bonded and bottled by Gordon & MacPhail.

Good label with some minor scratches and staining. Level: top shoulder. 75 cl. Single malt, 40% volume

Old Pulteney-8 year old

Matured and bottled by Gordon & MacPhail.

Good label. Level: top shoulder. 75 cl. Single malt, 40% volume

Old Fettercairn

Distilled and bottled by Whyte & MacKay Distillers Ltd.

Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume
5 bottles

£300 - 350

€340 - 390

US\$370 - 430

97

Cardhu-12 year old-1970 (2)

Distilled and bottled by Cardhu Distillery.

In original cartons accompanied by leaflets. Good labels. Level: high shoulder. 75 cl. Single malt, 40% volume

Knockando-1974

Bottled 1986. Distilled and bottled by Justerini & Brooks Ltd.,

Knockando Distillery.

In original carton. Level: top shoulder. 75 cl. Single malt, 40% volume

The Glenlivet-12 year old

Distilled and bottled by George & J G Smith, The Glenlivet Distillery.

In original carton. Level: very top shoulder. 75 cl. Single malt, 40% volume

Talisker-10 year old

Distilled and bottled by Talisker Distillery.

Good label. Level: very top shoulder. 75 cl. Single malt, 45.8% volume
5 bottles

£300 - 350

€340 - 390

US\$370 - 430

98

The Glendronach Original-12 year old (2)

In original cartons. Good labels. Level: very top shoulder. 75 cl. Single malt, 40% volume

The Glendronach-12 year old

Matured in Sherry Casks. Distilled and bottled by The Glendronach Distillery Co. Ltd.

In original carton. Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume

Lochnagar-12 year old

Distilled and bottled by John Begg Ltd., Lochnagar Distillery.

In original cardboard tube. Level: very top shoulder. 75 cl. Single malt, 40% volume

Royal Lochnagar-12 year old

Distilled and bottled by Royal Lochnagar Distillery.

In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume
5 bottles

£300 - 350

€340 - 390

US\$370 - 430

99

Blair Athol-12 year old

Flora & Fauna Expression.

In wooden presentation case. Good label. Level: very top shoulder. 70 cl. Single malt, 43% volume

The Balvenie Founder's Reserve-10 year old

Distilled and bottled by The Balvenie Distillery Company.

In original cardboard tube. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

The Edradour-10 year old

Distilled and bottled by Glenforres-Glenlivet Distillery Co. Ltd.

In original cardboard tube. Good labelling. Level: high shoulder. 70 cl. Single malt, 40% volume

Glenleven-12 year old

Distilled and bottled by John Haig & Co. Ltd., Markinch.

In original cardboard tube. Good labelling. Level: high shoulder. 75 cl. Highland malt, 40% volume

The Glenturret-12 year old

Distilled and bottled by The Glenturret Distillery.

In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume
5 bottles

£300 - 350

€340 - 390

US\$370 - 430

A SELECTION OF FINE MACALLAN

100

The Macallan Robert Burns Semiquincentenary (1759-2009)

Distilled and bottled by The Macallan Distillers Ltd.

Bottled to celebrate the 250th Anniversary of Robert Burns' birth.

Accompanied by glass stopper, certificate and poem numbered 120.

Level: filled to 700 ml. Single malt, 46% volume

1 glass decanter

£1,500 - 1,800

€1,700 - 2,000

US\$1,900 - 2,200

101

The Macallan Gran Reserva-18 year old-1979

Bottled 1997. Distilled and bottled by The Macallan Distillers Ltd.

In wooden presentation case. Good labelling. Level: very top shoulder.

700 ml. Single malt, 40% volume

1 bottle

£900 - 1,200

€1,000 - 1,300

US\$1,100 - 1,500

102

The Macallan Gran Reserva-1982

Bottled 2002. Distilled and bottled by The Macallan Distillers Ltd.

In wooden presentation case. Good labelling. Level: very top shoulder.

750 ml. Single malt, 40% volume

1 bottle

£900 - 1,200

€1,000 - 1,300

US\$1,100 - 1,500

103

The Macallan Seasonal Cask Selection-14 year old-1991

Cask number 7020 yielding 570 bottles. Good labelling. Level: very top shoulder. 700 ml. Single malt, 54% volume

The Macallan Seasonal Cask Selection-12 year old-1995

Cask number 5285 yielding 276 bottles. Good labelling. Level: very top shoulder. 700 ml. Single malt, 59.6% volume

The Macallan Seasonal Cask Selection-8 year old

Distilled and bottled by The Macallan Distillers Ltd.

A limited edition of 550 bottles. Good labelling. Level: top shoulder.

700 ml. Single malt, 45.7% volume

3 bottles

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

104

The Macallan-12 year old-1995

Easter Elchies Cask Selection. Distilled 1995/6, released 2008.

Cask number 9455 & 4693. In original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 59.6% volume

1 bottle

£500 - 700

€560 - 790

US\$620 - 870



100

105

The Macallan-14 year old-1997

Easter Elchies Cask Selection. Distilled 1997, released 2011.
Cask number 16946. In original carton accompanied by miniature.
Good labelling. Level: very top shoulder. 700 ml. and 5 cl. Single malt, 59.7% volume
1 bottle and miniature

£500 - 700

€560 - 790

US\$620 - 870

106

The Macallan-1990

Cask filled 27/12/1990, nosed 17/11/2002, tipped 21/1/2003, bottled 22/1/2003. Distilled and bottled by The Macallan Distillers Ltd.
Cask number 24680. In sealed and unopened cardboard tube. Level: filled to 500 ml. Single malt, 57.4% volume
1 bottle

£500 - 700

€560 - 790

US\$620 - 870

107

The Macallan-1990

Cask filled 21/12/1990, nosed 13/6/2004, tipped 16/11/2004 bottled 20/11/2004. Distilled and bottled by The Macallan Distillers Ltd.
Cask number 24483. In sealed and unopened cardboard tube. Level: filled to 500 ml. Single malt, 59.6% volume
1 bottle

£500 - 700

€560 - 790

US\$620 - 870

108

The Macallan-18 year old-1982

Distilled and bottled by The Macallan Distillers Ltd.
In original cardboard tube. Good labelling. Level: very top shoulder.
700 ml. Single malt, 43% volume
1 bottle

£300 - 500

€340 - 560

US\$370 - 620

109

The Macallan Replica-1874

Selected by Whisky Maker F A Newlands at The Macallan Distillery. A replica of the bottle, nose and flavour of an original bottle of The Macallan distilled in 1874.
In wooden presentation case. Good labelling. Level: high shoulder.
Single malt, 45% volume
1 bottle

£300 - 400

€340 - 450

US\$370 - 500

110

The Macallan-1851 Inspiration

Inspired by the original distilled over 150 years ago. Good labelling. In presentation case. Level: high shoulder. 700 ml. Single malt, 41.3% volume

The Macallan Replica-1861

A replica of the bottle, nose and flavour of an original bottling by John McWilliam, Wine Merchant of Craigellachie. In presentation case. Level: high shoulder. 700 ml. Single malt, 42.7% volume

The Macallan Replica-1876

Distilled and bottled by The Macallan Distillers Ltd.
A replica of the bottle, nose and flavour of an original bottling by James Stuart & Co., owners of the Macallan Distillery from 1868-1892. In presentation case. Level: high shoulder. 700 ml. Single malt, 40.6% volume
3 bottles

£450 - 550

€510 - 620

US\$560 - 680

111

The Macallan-7 year old

Selected for Armando Giovinetti. In original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

The Macallan-10 year old (4)

Distilled and bottled by The Macallan Distillers Ltd.
Good labels. In original cartons. Level: one top shoulder, three very top shoulder. three 70 cl., one 75 cl. Single malt, 57% volume
5 bottles

£300 - 500

€340 - 560

US\$370 - 620

112

Hazelwood 105-15 year old

Distilled 9th August 1990, bottled 1st August 2006 to celebrate the 105th Birthday of Janest Sheed Roberts. Distilled and bottled by William Grant & Sons, The Kininvie Distillery.
Bottle number 1555. In original cardboard tube. Good labelling. Level: very top shoulder. 70 cl. Single malt, 52.5% volume

The Balvenie Islay Cask-17 year old (2)

In original cardboard tubes. Level: very top shoulder. 70 cl. Single malt, 43% volume

The Balvenie New Wood-17 year old

A limited release made from one batch of single casks, 79 in total. In original cardboard tube. Level: very top shoulder. 70 cl. Single malt, 40% volume

The Balvenie Rum Wood-14 year old

Distilled and bottled by The Balvenie Distillery Company Limited.
Only 14 casks, drawn from Warehouse 29. In original cardboard tube. Level: very top shoulder. 70 cl. Single malt, 47.1% volume
5 bottles

£400 - 550

€450 - 620

US\$500 - 680

113

Glenfiddich Millennium Reserve-21 year old

Limited Edition. In original cardboard tube. Good labelling. Level: high/mid shoulder. 70 cl. Single malt, 40% volume

Glenfiddich Havana Reserve-21 year old

Cuban Rum Finish. Level: high shoulder. 70 cl. Single malt, 40% volume

Glenfiddich Age of Discovery-19 year old

Distilled, matured and bottled at The Glenfiddich Distillery.

Madeira Cask Finish. In presentation case. Level: top shoulder. 70 cl.

Single malt, 40% volume

3 bottles

£340 - 380

€380 - 430

US\$420 - 470

114

Glenmorangie Sauternes Wood Finish-20 year old-1981

Bottled 2002. Distilled and bottled by The Glenmorangie Distillery Coy.

Limited Edition bottle number 1249. In wooden presentation case.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 46%

volume

1 bottle

£300 - 400

€340 - 450

US\$370 - 500

115

Glenmorangie-1977

Limited Bottling. In wooden presentation case. Good labelling. Level:

very top shoulder. 70 cl. Single malt, 43% volume

Glenmorangie Tain L'Hermitage-28 year old-1975

Bottled 2003. Distilled and bottled by The Glenmorangie Distillery Coy.

Limited Edition bottle number 1512. In wooden presentation case.

Level: very top shoulder. 70 cl. Single malt, 46% volume

2 bottles

£400 - 600

€450 - 670

US\$500 - 740

116

Craigellachie-Glenlivet-1962

Moncreiffe Malt Single Collection. Bottled for Moncreiffe & Co. PLC.

Labelling with some discolouration. Level: high/mid shoulder. 75 cl.

Single malt, 46% volume

Mannochmore-19 year old-1992

Bottled 2001 by The Scottish Liqueur Centre for The Whisky Castle.

Cask number 440, one of 149 bottles. Level: very top shoulder. 70 cl.

Single malt, 56.7% volume

Loch Dhu-10 year old

The Black Whisky. Produced and distilled at Mannochmore Distillery.

In original carton (worn). Level: very top shoulder. Litre. Single malt,

40% volume

3 bottles

£300 - 350

€340 - 390

US\$370 - 430

117

Cragganmore-14 year old

Distilled and bottled by Cragganmore Distillery for Friends of Classic Malts.

Special edition bottle number 2649 of 4987. Good label. Level: very top shoulder. 70 cl. Single malt, 47.5% volume

Glengoyne Scottish Oak Wood Finish

Distilled and bottled by Lang Brothers Ltd.

Limited edition bottle number 2423. In original cardboard tube. Level:

very top shoulder. 700 ml. Single malt, 53.5% volume

Highland Park Hjarta-12 year old

Bottled 2009. Distilled and bottled by Highland Park Distillery.

1 of 3924 bottles. In wooden presentation case. Level: top shoulder.

70 cl. Single malt, 58.1% volume

Edinburgh Festival-15 year old

Distilled, blended and bottled by J & A Mitchell & Co. Ltd. Bottled to commemorate Edinburgh International Festival, 2006.

A limited edition of 2006 bottles. In presentation case. Level: very top

shoulder. 70 cl. Blended, 40% volume

4 bottles

£320 - 360

€360 - 400

US\$400 - 450

118

Tomintoul-27 year old

In original cardboard tube. Good labelling. Level: very top shoulder. 70

cl. Single malt, 40% volume

Tomintoul-14 year old-1994 (2)

Bottled June 2008.

Single cask 1664. Bottles 32 and 33 of 300. Level: very top shoulder.

70 cl. Single malt, 46% volume

Tomintoul-14 year old

Distilled and bottled by The Tomintoul Distillery.

Bottle number 3 of 500. Level: very top shoulder. 70 cl. Single malt,

46% volume

Aberlour-15 year old (2)

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Aberlour a'bunadh-12 year old

Distilled and bottled by Aberlour Distillery.

Sterling Silver Label number 1888. In wooden presentation case.

Level: high shoulder. Single malt, no strength stated

7 bottles

£300 - 350

€340 - 390

US\$370 - 430

119

Longmorn-15 year old

Good labelling. Level: very top shoulder. 70 cl. Single malt, 45% volume

Glendronach-15 year old

Sherry Cask matured. Level: very top shoulder. 70 cl. Single malt, 40% volume

Glenkinchie-10 year old

Level: very top shoulder. 70 cl. Single malt, 43% volume

Glenmorangie Burgundy Wood Finish

Matured in Cote D'or Burgundy Casks. Level: very top shoulder. 70 cl. Single malt, 43% volume

Old Fettercairn-10 year old

Level: very top shoulder. 70 cl. Single malt, 40% volume

Kilkerran (Glengyle)

The above distilled and bottled by their respective single malt distillery.

In original cartons and tubes. Level: very top shoulder. 70 cl. Single malt, 46% volume

6 bottles

£300 - 400

€340 - 450

US\$370 - 500

120

Macallan Moray Golf Club-14 year old

Bottled to commemorate the 100th Moray Open, July 2005. Distilled at The Macallan Distillery, bottled by The Moray Golf Club.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Glenfarclas-17 year old

Celebrating 100 years of Hopeman Golf Club. Distilled and bottled by J & G Grant, Glenfarclas Distillery.

Bottle number 373 of 600. Level: very top shoulder. 700 ml. Single malt, 43% volume

Macallan Moray Golf Club-12 year old

Distilled and matured at The Macallan Distillery, bottled by The Moray Golf Club.

Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Dufftown Golf Club-12 year old (bottle and miniature)

Specialty bottled for Dufftown Golf Club.

Good labelling. Level: very top shoulder. 70 cl., 5 cl. Blended, 40% volume

4 bottles and miniature

£300 - 400

€340 - 450

US\$370 - 500

121

Glen Grant

70 cl. Single malt, 40% volume

Loch Dhu-8 year old

Level: high shoulder. 750 ml. Single malt, 40% volume

Cragganmore-12 year old (5, 20 cl.)

The above distilled and bottled by their respective single malt distillery or proprietary company.

The lot is accompanied by Ardbeg, The Story of Peat miniatures and The Macallan-15 year old-1984 miniature. Single malt, 40% volume
7 bottles and 5 miniatures

£300 - 320

€340 - 360

US\$370 - 400

122

Port Ellen-17 year old-1970

Connoisseurs Choice by Gordon & MacPhail.

Good label. Level: top shoulder. 75 cl. Single malt, 40% volume
1 bottle

£300 - 400

€340 - 450

US\$370 - 500

123

Lagavulin-1980

The Distillers Edition, Special Release.

Badly damaged and torn labelling. The remains of the date “..980” just legible on base label. Level: very top shoulder. Litre. Single malt, 43% volume

Lagavulin-1984

The Distillers Edition, Special Release.

Some staining and scratches to labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

Talisker-1986

The Distillers Edition, Special Release.

Labelling with some staining and scratches. Level: very top shoulder. Litre. Single malt, 45.8% volume

3 bottles

£300 - 400

€340 - 450

US\$370 - 500

GLENMORANGIE PRIDE

124

Glenmorangie Pride-28 year old-1981

Distilled October 1981, bottled 2010. Distilled and bottled by The Glenmorangie Distillery Coy.

Finished for 10 years in Sauternes casks from Chateau D'Yquem. Baccarat crystal decanter number 510 of 1000 designed by Laurence Brabant. In wooden presentation case designed by Wouter Scheublin within the original packaging. Litre. Single malt, 56.7% volume
1 crystal decanter

£1,800 - 2,200

€2,000 - 2,500

US\$2,200 - 2,700

Tasting note:

Glenmorangie Pride 1981 has a beguiling nose evocative of a seductive selection of delectable desserts juxtaposed by the musky scent of antique oak. A splash of water releases a myriad of exotic fruits and spices - sherbet lemons, melon, kiwi, with background notes of liquorice and roasted chestnut. Glenmorangie Pride leaves a long, lingering finish; succulent and sweet with sultanas, toasted almonds and the memory of lemon and coconut desserts.

125

Glenmorangie Pride-28 year old-1981

As above lot.

Decanter number 498 of 1000.

1 crystal decanter

£1,800 - 2,200

€2,000 - 2,500

US\$2,200 - 2,700



124 and 125

126

The Singleton of Auchroisk-1983 (2)

Good labels. Level: top shoulder. Litre. Single malt, 43% volume

Knockando-18 year old-1988

Labelling with some foxing and staining. Level: very top shoulder. 70 cl. Single malt, 43% volume

Bowmore Legend

Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

The Glenlivet Archive

Stained, flaking and damaged labelling. Level: top shoulder. Litre. Single malt, 43% volume

Glen Moray

Mellowed in Chardonnay Barrels. Level: very top shoulder. 70 cl. Single malt, 40% volume

Johnnie Walker Pure Malt-15 year old

Labelling with some foxing and staining. Level: high shoulder. Litre. Pure malt, 43% volume

Laphroaig-15 year old

Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

Dimple

The above distilled and bottled by their respective single malt distillery or proprietary company.

Good labelling. Litre.

9 bottles

£440 - 480

€490 - 540

US\$550 - 600

A SELECTION OF ISLAY MALTS

127

Lagavulin-35 year old-1979

Distilled 11.1.1979, bottled 14.4.2014 at Bruichladdich Distillery for The Syndicate.

Cask number 111, bottle 2 of 191. Good label. Level: very top shoulder. 700 ml. Single malt, 45.8% volume

1 bottle

£700 - 900

€790 - 1,000

US\$870 - 1,100

128

Lagavulin-35 year old-1979

As above lot. Bottle number 3.

1 bottle

£700 - 900

€790 - 1,000

US\$870 - 1,100

129

Lagavulin-35 year old-1979

As above lot. Bottle number 5.

1 bottle

£700 - 900

€790 - 1,000

US\$870 - 1,100

130

Lagavulin-35 year old-1979

As above lot. Bottle number 6.

1 bottle

£700 - 900

€790 - 1,000

US\$870 - 1,100

131

Lagavulin-25 year old-1990 (2)

Bottled 2015 at Bruichladdich Distillery for The Syndicate.

Cask number 4394, bottle 1 and 2 of 243. Good labels. Level: very top shoulder. 700 ml. Single malt, 44% volume

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

132

Lagavulin-25 year old-1990 (2)

As above lot. Bottles 3 and 6.

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

133

Lagavulin-25 year old-1990 (2)

As above lot. Bottles 88 and 89.

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

134

Lagavulin-25 year old-1990 (2)

As above lot. Bottles 91 and 92.

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

135

Lagavulin-25 year old-1990 (2)

As above lot. Bottles 93 and 96.

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

136

Lagavulin-25 year old-1990 (2)

As above lot. Bottles 241 and 242.

2 bottles

£600 - 800

€670 - 900

US\$740 - 990

137

Lagavulin-20 year old-1990 (2)

Distilled 3.9.1990, bottled 22.9.2010 at Bruichladdich Distillery for The Syndicate.

Cask number 4395. Good labels. Level: very top shoulder. 700 ml.
Single malt, 48.1% volume
2 bottles

£450 - 550

€510 - 620

US\$560 - 680

138

Lagavulin-14 year old-1990 (5)

Bottled 2004 at Bruichladdich Distillery for The Syndicate.

Good labels. Level: very top shoulder. 700 ml. Single malt, 46% volume
5 bottles

£450 - 550

€510 - 620

US\$560 - 680

139

Caol Ila-20 year old-1990 (4)

Distilled 28.8.1990, bottled 22.9.2010 at Bruichladdich Distillery for The Syndicate.

Cask number 8732. Good labels. Level: very top shoulder. 700 ml.
Single malt, 53.7% volume
4 bottles

£450 - 550

€510 - 620

US\$560 - 680

140

Laphroaig-20 year old-1988

Bottled 2008.

Good label. Level: very top shoulder. 700 ml. Single malt, 53.1% volume

Laphroaig-12 year old (2)

Bottled 2000 at Bruichladdich Distillery for The Syndicate.

Labels with some minor staining. Level: high shoulder. 70 cl. Single malt, 58.8% volume
3 bottles

£450 - 550

€510 - 620

US\$560 - 680

THE MACALLAN-1967

141

The Macallan-18 year old-1967

Bottled 1986. Distilled and bottled by The Macallan Distillers Ltd.

In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

142

The Macallan-18 year old-1967

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

143

The Macallan-18 year old-1967

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

144

Bruichladdich-2003

Bottled 2009. Super Heavily Peated. Distilled and bottled by Bruichladdich Distillery for the Savchenko Family Connoisseurs Club of Whisky Ukraine.

In presentation tin. Good labelling. Level: top shoulder. 700 ml. Single malt, 46% volume

Glenrothes-17 year old-1997

Bottled February 2015 by Hart Brothers Limited.

Good labelling. Level: very top shoulder. 700 ml. Single malt, 55.2% volume

Laphroaig-12 year old-1998

Distilled 17.06.1998, bottled 12.8.2010. 100 years Kierzek in Berlin.

Cask number 700273, bottle 21 of 348. Level: very top shoulder. 700 ml. Single malt, 59.7% volume

Tamdhu-1998

Distilled 28.1.1988, bottled 12.2.2012. Riegger's Selection.

Cask number 417, bottle 81 of 199. Good label. Level: very top shoulder. 0.501 cl. Single malt, 57.2% volume

Glengoyne-17 year old

Distilled, matured and bottled by Lang Brothers Ltd.

Good labelling. Level: very top shoulder. 700 ml. Single malt, 43% volume

Suntory Yamazaki-12 year old

Distilled and bottled by Suntory Limited.

Good labelling. Level: very top shoulder.

Blended Reserve Andrew-33 year old

Bottled September 2001 exclusively for Rihga Royal Hotel.

Good label. Level: very top shoulder. 70 cl. Single malt, 54.8% volume
7 bottles

£300 - 400

€340 - 450

US\$370 - 500

145

Pappy Van Winkle Family Reserve-15 year old

Kentucky Straight Bourbon. Bottled by Old Rip Van Winkle Distillery, Frankfort, Kentucky.

Good labelling. Level: top shoulder. 700 ml. 53.5% volume, 107 degrees proof
1 bottle

£650 - 850

€730 - 950

US\$810 - 1,100

146

Linlithgow 600

Specially selected and bottled by Morrison Bowmore Distillers Ltd., proprietors of Bowmore, Auchentoshan and Glengarioch Malt Whisky Distilleries to commemorate the 600th Anniversary of Linlithgow Burgh, the birth place of Mary Queen of Scots (1389-1989).

Ceramic decanter number 339. In presentation case accompanied by certificate and stopper. Transfer printed labelling. 75 cl. Blended, 43% volume

1 ceramic jug

£300 - 350

€340 - 390

US\$370 - 430

THE MACALLAN FINE OAK

147

The Macallan Fine Oak-25 year old

Distilled and bottled by The Macallan Distillers Ltd. Triple cask matured.

In wooden presentation case within the original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 43% volume

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

148

The Macallan Fine Oak-25 year old

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

149

The Macallan Fine Oak-25 year old

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

150

The Macallan Fine Oak-25 year old

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

151

The Macallan Fine Oak-25 year old

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

152

The Macallan Fine Oak-25 year old

As above lot.

1 bottle

£800 - 1,000

€900 - 1,100

US\$990 - 1,200

153

The Blair Athol-8 year old (2)

From The House of Bell's. Distilled and bottled by Arthur Bell & Sons Ltd., Distillers, Perth.

One earlier and one later label design. The perforations on one of the seals are partially broken. In original cartons. Good labels. Level: very top shoulder and high shoulder. 26 2/3 fl. ozs., 75.7 cl. Single malt, 70 degrees proof

2 bottles

£300 - 350

€340 - 390

US\$370 - 430

154

Lagavulin-25 year old-1990 (2)

Distilled 1990, bottled 2015 at The Bruichladdich Distillery for The Syndicate.

Bottle numbers 70 and 71. 700 ml. Single malt, 44% volume

2 bottles

£450 - 550

€510 - 620

US\$560 - 680

155

Lagavulin-15 year old

Specially Selected, Limited Edition. Distilled and bottled at Lagavulin by White Horse Distillers Ltd.

In original carton. The stopper cork is loose, the jug is lacking a plastic seal. Transfer printed labelling. 75 cl., stoneware jug. Single malt, 40% volume

Isle of Jura-10 year old

Distilled and bottled by Isle of Jura Distillery.

In presentation case accompanied by stopper. Level: filled to 75 cl.

Glass decanter. Single malt, no strength stated

1 jug and 1 decanter

£300 - 350

€340 - 390

US\$370 - 430

156

Dimple 350th Anniversary-12 year old

Distilled and bottled by John Haig and Company, The House of Haig to commemorate 350 years over which the Haig family has been distilling and blending Whiskies.

Sterling Silver mounted glass decanter number 432 of 1500. In presentation case accompanied by certificate.

1 decanter

£800 - 1,000

€900 - 1,100

US\$990 - 1,200



156

157

Grand Old Parr Elizabethan

Blended and bottled by MacDonald Greenlees Limited.

Limited Edition decanter number 148 of 252. In presentation case.

510 ml. Blended, 43% volume

1 bottle

£500 - 600

€560 - 670

US\$620 - 740

158

Johnnie Walker Honour

Blended and bottled by John Walker & Sons Limited.

Bottle number A11149. In presentation case. Good labelling. Level:

filled to 70 cl. Blended, 43% volume

1 glass decanter

£500 - 600

€560 - 670

US\$620 - 740

159

The Antiquary De Luxe Old Scotch Whisky

Blended and bottled by J & M Hardie Limited, Edinburgh.

Stopper cork, embossed lead capsule. Label with some discolouration

and minor scratches. Level: high shoulder. Blended, 70 degrees proof

1 bottle

£300 - 350

€340 - 390

US\$370 - 430

160

Ballantine's-30 year old

Blended and bottled by George Ballantine & Son Limited.

In cardboard presentation case. Good labelling. Level: very top

shoulder. 70 cl. Blended, 43% volume

Johnnie Walker Blue Label

Blended and bottled by John Walker & Sons, Kilmarnock.

Bottle number 31605 JW. In presentation case. Litre. Blended, 43%

volume

Glen Moray-15 year old

Distilled and bottled by The Glen Moray-Glenlivet Distillery.

Good labelling. Some minor wear to top of lead capsule. In Black

Watch Highland Regiment presentation tin. Level: very top shoulder.

70 cl. Single malt, 43% volume

3 bottles

£200 - 250

€230 - 280

US\$250 - 310

161

Gilbey's Spey Royal Fine Old Scotch Whisky

Distilled, blended and bottled by W & A Gilbey Limited. by

appointment to the late King George VI, Glen Spey Distillery, Speyside.

Top of lead capsule embossed with the Gilbey crest and "Gilbey's, Edinburgh". The main label with small scratch to the top left corner,

both main and shoulder label with staining and minor surface

scratches. The top of the lead capsule with some rubbing to the

circumference and small scratch to top left edge. Stopper cork, lead

capsule. Level: high/mid shoulder. Blended, 70 degrees proof

1 bottle

£300 - 400

€340 - 450

US\$370 - 500

162

Johnnie Walker Liqueur

Blended and bottled by John Walker & Sons Limited.

In original carton (worn). Good labelling. Level: filled to 750 ml.

Blended, 40% volume

Grand Old Parr-12 year old

Blended and bottled by MacDonald Greenlees Limited.

In presentation case accompanied by crystal decanter and stopper.

Level: very top shoulder. 75 cl. Blended, 40% volume

2 bottles and crystal decanter

£350 - 450

€390 - 510

US\$430 - 560

RUM FROM 1939 AND 1949

163

Alfred Lamb's Special Consignment Rum-1939

Distilled 22/6/1939. Country of origin, Jamaica.

Bottled at Dumbarton. Bottle number 767 of 918. In wooden

presentation case. Good label. Level: high shoulder. 75 cl.

1 bottle

£350 - 400

€390 - 450

US\$430 - 500

164

Alfred Lamb's Special Consignment Rum-1949

Distilled 9/9/1949. Country of origin, Jamaica.

Bottled at Dumbarton. Bottle number 1 of 510. In wooden

presentation case. Good label. Level: high shoulder. 75 cl. 40%

volume

1 bottle

£350 - 400

€390 - 450

US\$430 - 500

165

Alfred Lamb's Special Consignment Rum-1949

As above lot. Bottle number 2.

1 bottle

£350 - 400

€390 - 450

US\$430 - 500

166

Alfred Lamb's Special Consignment Rum-1949 (2)

As above lot. Bottles 3 and 4.

2 bottles

£700 - 800

€790 - 900

US\$870 - 990

167

Alfred Lamb's Special Consignment Rum-1949 (2)

As above lot. Bottles 5 and 6.

2 bottles

£700 - 800

€790 - 900

US\$870 - 990

END OF SALE

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THE CONTENTS OF GLYN CYWARCH

The Property of Lord Harlech
Wednesday 29 March 2017
New Bond Street, London

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Bonhams

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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.

Olt 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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
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.	10.2	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* on each lot, and
- 3.1.3 if the *Lot* is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

4.4

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

4.5

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

4.6

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

4.7

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

4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1

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

6.2

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <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	BOOKS MISSING TEXT OR ILLUSTRATIONS 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.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <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.		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 <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.		APPENDIX 3
		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.		DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		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.		LIST OF DEFINITIONS "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

"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."

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