

THE WHISKY SALE

Wednesday 1 March 2017

Edinburgh



Bonhams



EST. 1824

The MACALLAN[®]

SINGLE MALT
HIGHLAND SCOTCH WHISKY

ELEGANCIA

1992

BOTTLED IN 2004

*Exclusively matured in selected
European Fine Sherry
casks from Jerez, Spain*

DISTILLED AND BOTTLED BY
THE MACALLAN DISTILLERS LTD
EASTER ELCHIES, CRAIGELLACHIE, SCOTLAND

PRODUCT OF SCOTLAND



EST. 1824

The MACALLAN

SINGLE MALT
HIGHLAND SCOTCH WHISKY

ASK STRENGTH

10

TEN YEARS OLD

*Exclusively matured in selected
European oak casks from Jerez, Spain
Bottled at original strength*

DISTILLED AND BOTTLED BY
THE MACALLAN DISTILLERS LTD
EASTER ELCHIES, CRAIGELLACHIE, SCOTLAND

Vol.

PRODUCT OF SCOTLAND



THE GLENLIV CELLAR COLLECTI

Single Malt Scotch

AMERICAN OAK
AGED **30** YEARS

CONTENT: 70 cl e
Bottled 2004
2LGF901

GEORGE & J. G. S
Scotland at The Glenlivet
PRODUCT OF SCOTLAND

THE WHISKY SALE

Wednesday 1 March 2017 at 11am
22 Queen Street, Edinburgh

VIEWING

Tuesday 28 February
10am to 4pm
Wednesday 1 March
9am to 11am

SALE NUMBER

24080

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
+44 (0) 20 7468 5871

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 24
Back cover: Lot 134
Inside front cover: Lot 89, 92, 114
Inside back cover: Lot 92, 89, 91

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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Montpelier Street, London SW7 1HH

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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 15 March 2017 will be removed to our own storage facility at a cost of £10 per week plus VAT per lot.

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
+44 (0) 7775 842 626
+44 (0) 131 225 2266
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:

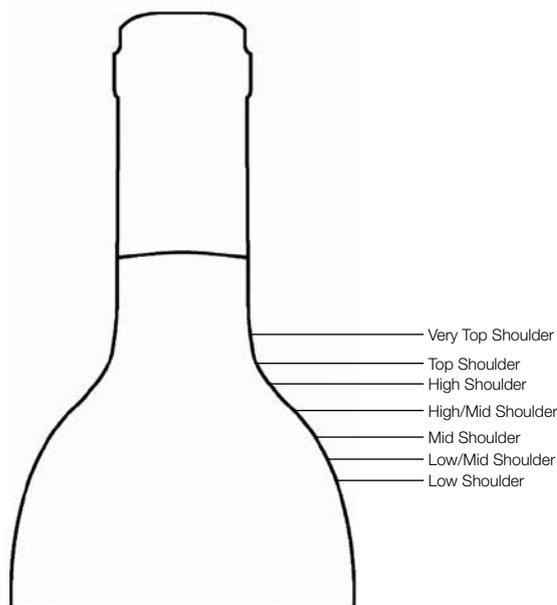
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SALE INFORMATION

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Gordon McFarlan
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The Scottish Sale

Chris Brickley
Henry Baggott

Pictures

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Colleen Bowen
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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 15 March 2017 will be removed to our own storage facility
at a cost of £10 per week plus VAT per lot.

LAPHROAIG-1963

1

Laphroaig-1963

Bottled 1976 by Berry Brothers & Rudd Ltd.

Good label. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 75 degrees proof
1 bottle

£700 - 900

€810 - 1,000

HK\$6,800 - 8,700

GLEN GRANT-1963

2

Glen Grant-1963

Bottled 1978 by Berry Bros & Rudd Ltd.

Good label. Level: high shoulder. 26 2/3 fl. ozs. Single malt, 75 degrees proof
1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

3

Strathisla Bi-centenary-35 year old

Bottled to commemorate the Bi-centenary of Strathisla Distillery (1786-1986).

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

£350 - 450

€410 - 520

HK\$3,400 - 4,400

4

Longmorn Centenary-25 year old

Bottled to commemorate the Centenary of the distillery (1894-1994). A special limited edition.

In original carton (some minor wear). Good labelling. Level: high shoulder. 70 cl. Single malt, 45% volume
1 bottle

£450 - 550

€520 - 640

HK\$4,400 - 5,300

5

Arran Founder's Reserve-14 year old (12)

Distilled and bottled by Isle of Arran Distillers Ltd.

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

£450 - 500

€520 - 580

HK\$4,400 - 4,800

6

Strathisla-25 year old

A special limited edition of 600 bottles to commemorate the restoration of Strathisla Distillery, Tuesday 9th May 1995.

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

£200 - 250

€230 - 290

HK\$1,900 - 2,400

4 | BONHAMS

MORTLACH-1936

7

Mortlach-45 year old-1936

Bottled by Gordon & MacPhail.

Imported by Co. Import. Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume
1 bottle

£800 - 1,200

€930 - 1,400

HK\$7,800 - 12,000

THE GLENLIVET-1940

8

The Glenlivet Special Export Reserve-34 year old

Distilled and bottled by George & J G Smith to commemorate the 150th Anniversary of the distillery, 31st August 1974.

In original carton (worn). Good labelling. Level: very top shoulder. 26 2/3 fl./ ozs. Single malt, 70 degrees proof
1 bottle

£600 - 800

€700 - 930

HK\$5,800 - 7,800

THE GLENROTHES-1970

9

The Glenrothes Single Cask-1970

Distilled 6th July 1970, bottled 02.04.2012. Distilled and bottled by Berry Bros & Rudd Ltd., The Glenrothes Distillery.

Cask number 10573, bottle 10 of 179. In fitted hand crafted leather presentation case. Polished brass engraved plaque, printed paper neck label, hand engraved brass neck band. Level: filled to 700 ml. Hand blown lead crystal decanter created at Atlantis Crystal in Alcobaca, Portugal. Single malt, 40.6% volume
1 crystal decanter

£2,000 - 3,000

€2,300 - 3,500

HK\$19,000 - 29,000

TASTING NOTES

Appearance:

Clear and bright with rich golden hues.

Nose:

Distinctly earthy and autumnal, windfall apples and cider cellar. Toffee apples with icing sugar, sponge fingers with custard, puff pastry with apple.

Palate:

Lightly peppery and fresh with citrus and eucalyptus. Subtle and supple, satin feel with a texture of crepe de chine.

Finish:

Long and beguiling with very, very dark chocolate.



1

2

10

Glenmorangie-1987

Bottled 2004. Special bottling to commemorate the successful sale of Glenmorangie Plc.

Bottle number 37 of 346. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.4% volume

Glenmorangie-10 year old-1993

Bottled 2003 to commemorate the 100 Best companies to work for, ranked 42nd overall and 2nd in Scotland and the top whisky company to work for in the UK.

Bottle number 40 of 350. Level: very top shoulder. 70 cl. Single malt, 56.9% volume
2 bottles

£300 - 350

€350 - 410

HK\$2,900 - 3,400

11

The Scotch Malt Whisky Society Twenty Six Malts with individual extra ordinary label designs comprising (26):

Bottled by The Scotch Malt Whisky Society.

Level: all high shoulder and better. Design, cask number, age, distillery and strength: The Lovers, 64.8-12 year old (Mannochmore), 57.2% volume, The Chattering Glass, 55.15-11 year old (Royal Brackla), 58.4% volume, Emerald Straw, 37.26-18 year old (Cragganmore), 59.9% volume, Just A Wee Dram, 77.10-17 year old (Glen Ord), 57.6% volume, Thank you and Good Night, 29.44-13 year old (Laphroaig), 58.4% volume, Heaven's Leak, 44.29-11 year old (Craigellachie), 57.9% volume, A Lover's Lassie, 37.27-19 year old (Cragganmore), 59.6% volume, A Wee Sensation, 26.42-12 year old (Clynelish), 58.5% volume, Cheap Industrial Cooking Whisky, 53.92-25 year old (Teaninich), 59.1% volume, For Fast Relief, 64.9-12 year old (Mannochmore), 56% volume, The Sweet Feeling Test, 2.62-16 year old (Glenlivet), 57.8% volume, 77 Pop A Strawberry, 77.11-17 year old (Glen Ord), 58.7% volume, Slocken Lips and Let The Craitur Oot, 41.34-14 year old (Dailuaine), 59.8% volume, Whit Yoos Want, 3.110-12 year old (Bowmore), 63.6% volume, This One Sweet Spirit, 66.19-20 year old (Ardmore), 54.1% volume, The Great Deceiver, 3.108-12 year old (Bowmore), 59.6% volume, Uppies/Doonies, 4.104-16 year old (Highland Park), 54.6% volume, Summer Song, 2.63-16 year old (Glenlivet), 59.8% volume, Drink Me, 27.60-15 year old (Springbank), 54.9% volume, (O) Over, 26.40-12 year old (Clynelish), 53.9% volume, A Mouthfull of Midges, 24.86-20 year old (Macallan), 55.2% volume, Anticipation, 3.105-12 year old (Bowmore), 54.8% volume, No. 7 Single Cask, 41.33-14 year old (Dailuaine), 60.4% volume, Affairs of State, 45.16-29 year old (Dallas Dhu), 49.2% volume, A Look of Lemon, 122.10-12 year old (Loch Lomond), 60.5% volume, No Wayward Souls, 3.109-12 year old (Bowmore), 60.7% volume
The above all 50 cl. This lot is accompanied by 26 Malts, Some Joy Ride, edited by Stuart Delves, Jamie Jauncey and Damian Mullan
Single malt, cask strength
26 bottles

£2,800 - 3,200

€3,300 - 3,700

HK\$27,000 - 31,000

RARE GLENFIDDICH

12

Glenfiddich Pure Malt Special Scotch Whisky

Bottled at the distillery and guaranteed by William Grant & Sons Ltd., Distilleries, The Glenfiddich and Balvenie-Glenlivet, Dufftown.

Stopper cork, embossed lead capsule. Good labelling. Level: low shoulder. Single malt, 70 degrees proof

1 bottle

£2,500 - 3,000

€2,900 - 3,500

HK\$24,000 - 29,000

13

Glenfiddich Over-8 year old (3)

Distilled and bottled at the distillery by William Grant & Sons Ltd., Dufftown.

One plastic screw cap, paper seal, two stopper corks, embossed lead capsules. Good labels, one with some minor scratches. Level: high shoulder. One 40 fl. ozs., two 33 1/3 fl. ozs. Single malt, 86 degrees U.S. proof

3 bottles

£300 - 500

€350 - 580

HK\$2,900 - 4,800

14

The Macallan Replica-1874

Selected by Whisky Maker F. A. Newlands at The Macallan Distillery. Specially selected and packaged to replicate an original bottle of Macallan Distilled in 1874.

Imported by Giovinette & Figli SPA, Milano. In wooden presentation case (wire clasps broken). Good labelling. Level: high shoulder. 70 cl. Single malt, 45% volume

1 bottle

£300 - 400

€350 - 470

HK\$2,900 - 3,900

15

Ardbeg-1974

Bottled 1996. Connoisseurs Choice, bottled by Gordon & MacPhail.

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

1 bottle

£350 - 450

€410 - 520

HK\$3,400 - 4,400

16

Pride of Strathspey-1938

Proprietors, James Gordon & Co., Elgin. Bottled by Gordon & MacPhail.

Imported by Co. Import. The dates on the lower part of the main label are faded though legible. The right side of the label has a small hole in it (section missing) surrounded by a small area of staining. Applied importation label to rear. Level: top shoulder. 75 cl. Single malt, 40% volume, 70 degrees proof

1 bottle

£800 - 1,000

€930 - 1,200

HK\$7,800 - 9,700



GLENLIVET-1956

17

Glenlivet-1956

Bottled 1985. Bonded and bottled by Gordon & MacPhail.

Imported by Meregalli Monza, Milano. Label with some staining. Level: low/mid shoulder. 75 cl. Single malt, 40% volume
1 bottle

£700 - 900

€810 - 1,000

HK\$6,800 - 8,700

18

The Macallan Royal Marriage

A vatting of spirit distilled in 1948 and 1961. Distilled and bottled by Macallan-Glenlivet Limited. Bottled to commemorate the marriage of His Royal Highness The Prince of Wales, 1981.

Imported by Filli Rinaldi, Bologna. Label with some minor staining and surface scratches. Level: high shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,400 - 1,600

€1,600 - 1,900

HK\$14,000 - 16,000

MACALLAN-1954 AND 1950

19

The Macallan-1954

Distilled by R. Kemp, Macallan-Glenlivet Ltd.

Bottled by Campbell, Hope & King Ltd., Elgin. Imported by Filli Rinaldi, Bologna. The labelling is stained though legible. The main label has a surface scratch to the top right section. The main label and base label are attached to the bottle with clear tape. The loose shoulder label has been re-applied. Level: low/mid shoulder. 26 2/3 fl. ozs. Single malt, 80 degrees proof
1 bottle

£1,800 - 2,000

€2,100 - 2,300

HK\$17,000 - 19,000

20

Macallan-Glenlivet-1950

Produced by R. Kemp, Macallan-Glenlivet Ltd., The Macallan Distillery.

Bottled by Gordon & MacPhail. Imported by Co. Import. Label with some minor staining. Level: low/mid shoulder. 75 cl. Single malt, 40% volume
1 bottle

£1,800 - 2,000

€2,100 - 2,300

HK\$17,000 - 19,000

21

Karuizawa-32 year old-1976

Bottled 2009. Distilled at Karuizawa Distillery. Bottled and imported by Number One Drinks Company.

Single cask number 6719 yielding 486 bottles. In original carton. Good labelling. Level: high/mid shoulder. 700 ml. Single malt, 63% volume
1 bottle

£2,300 - 2,800

€2,700 - 3,300

HK\$22,000 - 27,000

22

Karuizawa Editor's Choice-15 year old-1992

Bottled 2007. Specially selected to celebrate Whisky Live, London, 2008 in Whisky Magazine's 10th Anniversary year.

American White Oak Sherry Butt number 3434, bottle 153 of 308. Good labelling. Level: high/mid shoulder. 70 cl. Single malt, 60.6% volume
1 bottle

£1,200 - 1,400

€1,400 - 1,600

HK\$12,000 - 14,000

23

Inchgower-12 year old

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

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

The Balvenie Caribbean Cask-14 year old

Distilled and bottled by The Balvenie Distillery Company.

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

Glenfiddich-12 year old

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

Glenfiddich Rich Oak-14 year old

Distilled and bottled by William Grant & Sons.

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

Glenmorangie Original-10 year Old (2)

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

Glenmorangie-10 year old (2)

Distilled and bottled by The Glenmorangie Distillery Coy.

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

£300 - 400

€350 - 470

HK\$2,900 - 3,900

THE MACALLAN-1940

24

The Macallan-1940

Bottled 1981. Distilled and bottled by Macallan-Glenlivet Ltd., Craigellachie.

Bottle number 477 (slightly faded). Imported by Rinaldi Importation, Bologna. In wooden presentation case accompanied by letter of authenticity signed by the Managing Director of Macallan-Glenlivet Ltd. Good label. Level: top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£4,000 - 6,000

€4,600 - 7,000

HK\$39,000 - 58,000



24

25

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

€370 - 420

HK\$3,100 - 3,500

26

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

£600 - 800

€700 - 930

HK\$5,800 - 7,800

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

27

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

€810 - 1,000

HK\$6,800 - 8,700

28

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

£900 - 1,100

€1,000 - 1,300

HK\$8,700 - 11,000

29

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

€350 - 410

HK\$2,900 - 3,400

30

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

£700 - 900

€810 - 1,000

HK\$6,800 - 8,700

31

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

€350 - 470

HK\$2,900 - 3,900

GLENFIDDICH IN CRYSTAL

32

The Glenfiddich Stags Head Decanter-25 year old

Distilled and bottled by William Grant & Sons, Dufftown. Imported by William Grant & Sons Inc, NY, NY.

Decanter number 117, accompanied by signed certificate and Sterling Silver Stag's Head stopper. In fitted wooden presentation case. 750 ml., Edinburgh Crystal decanter. Single malt, 86 degrees US proof
1 crystal decanter

£2,800 - 3,200

€3,300 - 3,700

HK\$27,000 - 31,000

The Glenfiddich Sterling Silver Stag's Head Decanter

In 1886 William Grant and his seven sons built the Glenfiddich Distillery on Speyside in the heart of the Highlands. Today the fifth generation of the Family continues the tradition of Single Malt Scotch Whisky with the same craftsman's care.



Glenfiddich is a Gaelic name for the Speyside Valley. This William Grant decanter is made with sterling silver. Each sterling silver decanter is made in the United Kingdom.

William Grant's sons are proud to present the 25 year old Single Malt Scotch Whisky.

Deyskens
D. E. GRANT
The Founder

GLENMORANGIE PRIDE

33

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

£1,500 - 1,800
€1,700 - 2,100
HK\$15,000 - 17,000

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.

34

Glenmorangie Pride-28 year old-1981

As above lot.

Decanter number 498 of 1000.
1 crystal decanter

£1,500 - 1,800
€1,700 - 2,100
HK\$15,000 - 17,000

THE MACALLAN FINE OAK

35

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

£500 - 700
€580 - 810
HK\$4,800 - 6,800

36

The Macallan Fine Oak-25 year old

As above lot.
1 bottle

£500 - 700
€580 - 810
HK\$4,800 - 6,800

37

The Macallan Fine Oak-25 year old

As above lot.
1 bottle

£500 - 700
€580 - 810
HK\$4,800 - 6,800

38

The Macallan Fine Oak-25 year old

As above lot.
1 bottle

£500 - 700
€580 - 810
HK\$4,800 - 6,800

39

The Macallan Fine Oak-25 year old

As above lot.
1 bottle

£500 - 700
€580 - 810
HK\$4,800 - 6,800

40

The Macallan Fine Oak-25 year old

As above lot.
1 bottle

£500 - 700
€580 - 810
HK\$4,800 - 6,800

GLENDRONACH-26 YEAR OLD

41

Glendronach-26 year old

Bottled 25th June 2012 to commemorate the launch of Trump International Golf Links. Distilled and bottled by The Glendronach Distillery Co. Ltd. Single cask number 1036, bottle 251 of 504.

In presentation case signed "Donald Trump". Good labelling. Level: very top shoulder. 700 ml. Single malt, 53.3% volume
1 bottle

£4,000 - 4,200
€4,600 - 4,900
HK\$39,000 - 41,000

42

Old Pulteney-1961

Selected, produced, matured and bottled under the responsibility of Gordon & MacPhail.

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

£300 - 400
€350 - 470
HK\$2,900 - 3,900

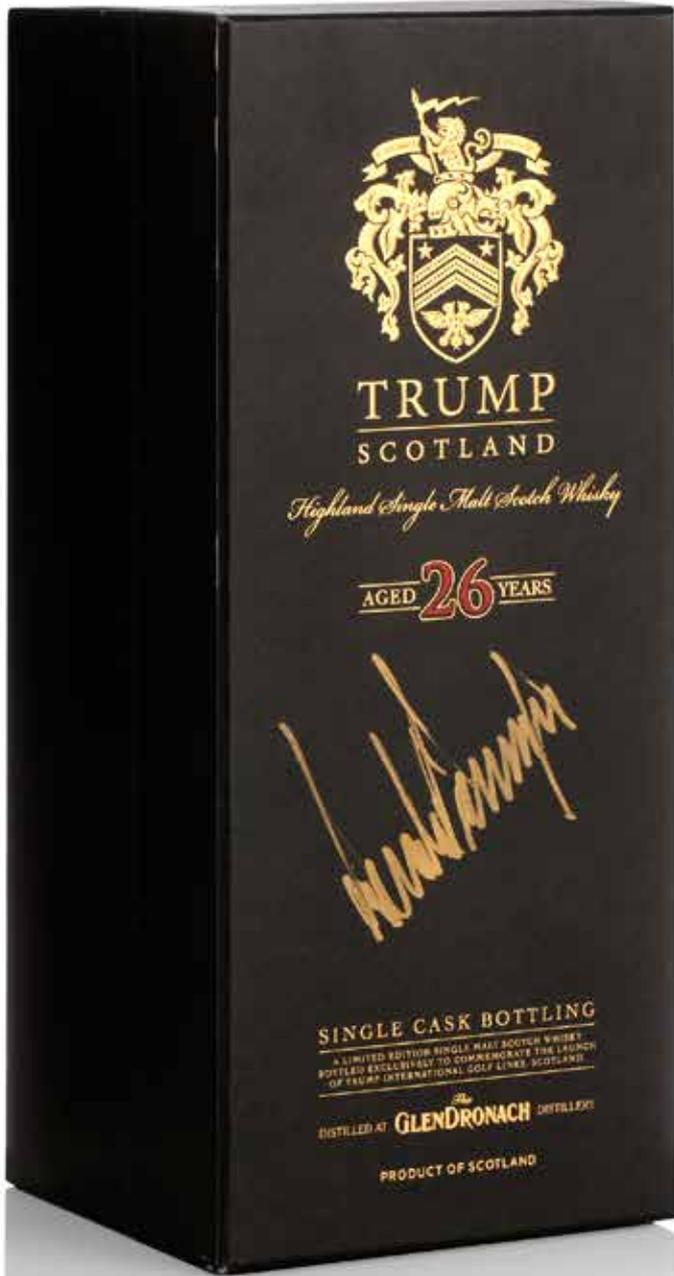
43

Highland Park-1980

Bottled 1997 at Rutherglen and distributed by Samaroli SRL.

Very Limited Edition. Bottle number 584 of 780. Good labelling with some minor staining. Level: very top shoulder. 70 cl. Single malt, 45% volume
1 bottle

£300 - 350
€350 - 410
HK\$2,900 - 3,400



41

BALVENIE-1966

44

Balvenie-23 year old-1966

Dun Eideann. Distilled 7.3.1966, bottled 10.1989 by Signatory Vintage Whisky Co., Edinburgh for Donato & C, srl, Genova.
Cask numbers 2832-2833, bottle 60. Good labelling with some minor scratches and staining. Level: top shoulder. 75 cl. Single malt, 52% volume
1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

45

St. Magdalene-20 year old-1978

Distilled 31st March 1978. Bottled to commemorate 100 years of Waterloo Street Engineering (1898-1998).
Limited edition, bottle number 109 of 396. In presentation case accompanied by letter from United Distillers & Vintners. Good labelling. Level: top shoulder. 70 cl. Single malt, 62.7% volume
1 bottle

£600 - 800

€700 - 930

HK\$5,800 - 7,800

46

Inchgower-14 year old

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

Mortlach-16 year old

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

Rosebank-12 year old

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

Royal Brackla-10 year old

Flora & Fauna expression.
Good label. Level: very top shoulder. 70 cl. Single malt, 43% volume
4 bottles

£460 - 580

€530 - 670

HK\$4,500 - 5,600

47

Auchentoshan-20 year old

Specially selected to celebrate 20 years of Radio Clyde (1973-1993), 31st December 1993.

Glencairn Studio Crystal decanter and stopper. In original carton. Engraved labelling. Single malt, no strength or capacity stated

Auchentoshan-10 year old

Specially bottled to celebrate 10 years of Radio Clyde, Hogmanay 1983.

Ceramic jug accompanied by stopper. In original carton. 75 cl. Single malt, 40% volume

1 decanter and 1 jug

£300 - 400

€350 - 470

HK\$2,900 - 3,900

48

Glenfarclas-25 year old

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

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

Glenlivet-21 year old-1973

Distilled 19th April 1973. First Cask, bottled for Direct Wines (Windsor) Ltd.
Cask number 3947, bottle 23. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume

The Balvenie Founder's Reserve

Distilled and bottled by William Grant & Sons Ltd., The Balvenie Distillery.

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

£300 - 400

€350 - 470

HK\$2,900 - 3,900

49

The Macallan Diamond Jubilee

Bottled 2012. Distilled and bottled by The Macallan Distillers Ltd.

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
1 bottle

£2,000 - 2,200

€2,300 - 2,600

HK\$19,000 - 21,000

Please note amended auction estimate

THE MACALLAN-1958

50

The Macallan-25 year old-1958

Distilled 1958/59, bottled 1985. Distilled and bottled by The Macallan Distillers Ltd.
Imported by Giovinetti & Figli, Milano. In wooden presentation case. Label with some very minor staining. Level: high/mid shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,500 - 2,000

€1,700 - 2,300

HK\$15,000 - 19,000

51

Glenmorangie-1974

Bottled 1996. Limited bottling. Distilled and bottled by The Glenmorangie Distillery Coy.
In original cardboard tube. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

Glen Moray Distillery Manager's Choice-1974

Distilled 30/4/1974, bottled 1/5/2002. Bottled by hand at the distillery.
Bottle number 533 of 676. Level: very top shoulder. 70 cl. Single malt, 53.4% volume
2 bottles

£400 - 450

€470 - 520

HK\$3,900 - 4,400

52

Glenmorangie Malaga Wood Finish-25 year old (2)

Limited Edition. Distilled and bottled by The Glenmorangie Distillery Coy.
In original cartons. Good labels. Level: very top shoulder. 75 cl. and 70 cl. Single malt, 43% volume
2 bottles

£360 - 400

€420 - 470

HK\$3,500 - 3,900

AUCHENTOSHAN IN CRYSTAL

53

Auchentoshan Q E II-12 year old

Distilled and bottled by Morrison Bowmore Scotch Whisky Ltd.
Level: litre. Ships crystal decanter and stopper in fitted presentation case by Glencairn Crystal Studio, accompanied by set of six cased and engraved glasses. Single malt, 43%
1 crystal decanter and glasses

£400 - 500

€470 - 580

HK\$3,900 - 4,800



53

54

Glenmorangie Original-10 year old (2)

70 cl. Single malt, 40% volume

Glenmorangie Nectar D'or (2)

Sauternes Cask Extra Matured.

70 cl. Single malt, 46% volume

Glenmorangie Astar (2)

70 cl. Single malt, 57.1% volume

Glenmorangie Lasanta

Sherry Cask Extra Matured.

Litre. Single malt, 46% volume

Glenmorangie Sonnalta

PX Cask, Private Collection. Distilled and bottled by The Glenmorangie Distillery Coy. In original cartons.

Good labels. Level: all very top shoulder. Litre. Single malt, 46% volume

8 bottles

£500 - 600

€580 - 700

HK\$4,800 - 5,800

55

Glenmorangie Artisan Cask

50 cl. Single malt, 46% volume

Glenmorangie Burgundy Wood Finish

70 cl. Single malt, 43% volume

Glenmorangie Fino Sherry Wood Finish

70 cl. Single malt, 43% volume

Glenmorangie Madeira Wood Finish

70 cl. Single malt, 43% volume

Glenmorangie-10 year old

Lacking cardboard tube. Litre. Single malt, 43% volume

Glenmorangie Traditional (2)

Distilled and bottled by The Glenmorangie Distillery Coy.

In original cartons and tubes except where stated. Good labels. Level: filled to litre, the others in this lot very top shoulder.

The Glenlivet-12 year old

Distilled and bottled by George & J G Smith Ltd.

In presentation case. Good labelling. Level: very top shoulder. 70 cl.

Single malt, 40% volume

Rosebank-12 year old

Flora & Fauna expression.

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

9 bottles

£380 - 480

€440 - 560

HK\$3,700 - 4,700

56

The Macallan-1960

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

Imported by Filli Rinaldi, Bologna. In original carton (worn). Good labelling, main label with vertical stain to centre. Level: high shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 46% volume, 80 degrees proof 1 bottle

£1,000 - 1,500

€1,200 - 1,700

HK\$9,700 - 15,000

57

The Macallan-17 year old-1965

Bottled 1984. Distilled and bottled by Macallan-Glenlivet Ltd.

Imported by Filli Rinaldi, Bologna. In original carton (worn). Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume 1 bottle

£800 - 1,200

€930 - 1,400

HK\$7,800 - 12,000

58

Laphroaig Vintage-1977

Bottled Spring 1995. Distilled and bottled by D. Johnston & Co. (Laphroaig), Laphroaig Distillery.

In presentation case. The lead capsule is creased, front at base. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume 1 bottle

£800 - 1,000

€930 - 1,200

HK\$7,800 - 9,700

59

SMWS 44.67-25 year old

Distilled 13th August 1990 at Craigellachie Distillery. Bottled by The Scotch Malt Whisky Society. Charming chalice of cha-cha-cha.

One of 305 bottles from a refill Hogshead ex Bourbon single cask. Good labelling. Level: top shoulder. 70 cl. Single malt, 52.2% volume 1 bottle

£300 - 320

€350 - 370

HK\$2,900 - 3,100

60

Fettercairn-40 year old

Distilled and bottled by Fettercairn Distillers Company.

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

£500 - 600

€580 - 700

HK\$4,800 - 5,800

RARE MALTS EXPRESSIONS

61

Port Ellen-20 year old-1978

Bottled 1998. Rare Malts Selection.

Limited edition bottle number 1917. In original carton. Good labelling. Level: top shoulder. 70 cl. Single malt, 60.90% volume
1 bottle

£400 - 600

€470 - 700

HK\$3,900 - 5,800

62

North Port-20 year old-1979

Bottled October 1999. Rare Malts Selection.

Limited Edition bottle number 1231. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 61.2% volume

St. Magdalene-19 year old-1979

Bottled October 1998. Rare Malts Selection.

Limited Edition bottle number 2679. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 63.80% volume
2 bottles

£420 - 460

€490 - 530

HK\$4,100 - 4,500

63

Dallas Dhu-21 year old-1975

Bottled April 1997. Rare Malts Selection.

Limited Edition bottle number 6715. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 61.9% volume

Glen Ord-23 year old-1974

Bottled October 1998. Rare Malts Selection.

Limited Edition bottle number 4088. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 60.80% volume
2 bottles

£480 - 520

€560 - 600

HK\$4,700 - 5,000

64

Caol Ila-21 year old-1975

Bottled April 1997. Rare Malts Selection.

Limited Edition bottle number 4536. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 61.3% volume

Mortlach-20 year old-1978

Bottled May 1998. Rare Malts Selection.

Limited Edition bottle number 1651. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 62.2% volume
2 bottles

£400 - 480

€470 - 560

HK\$3,900 - 4,700

65

Glendullan-23 year old-1974

Bottled May 1998. Rare Malts Selection.

Limited Edition bottle number 6977. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 63.1% volume

Glenury Royal-29 year old-1970

Bottled October 1999. Rare Malts Selection.

Limited Edition bottle number 627. In original carton. Good labelling. Level: top shoulder. 70 cl. Single malt, 57% volume
2 bottles

£400 - 540

€470 - 630

HK\$3,900 - 5,200

66

Brora-22 year old-1972

Rare Malts Selection.

Limited bottling. Lead capsule with some minor wear to top. Good labelling. Level: very top shoulder. 70 cl. Single malt, 58.7% volume
1 bottle

£2,000 - 3,000

€2,300 - 3,500

HK\$19,000 - 29,000

67

Caol Ila-15 year old

Flora & Fauna expression.

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

Clynelish-14 year old

Flora & Fauna expression.

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

Dufftown-15 year old

Flora & Fauna expression.

Label with vertical paint stain. Level: very top shoulder. 70 cl. Single malt, 43% volume

Linkwood-12 year old

Flora & Fauna expression.

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

Auchentoshan-15 year old-1981

Distilled 19th March 1981. First Cask, bottled exclusively for Direct Wines (Windsor) Ltd.

Cask number 1161, bottle 170. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume
5 bottles

£380 - 480

€440 - 560

HK\$3,700 - 4,700

68

The Macallan-8 year old

Distilled and bottled by Macallan-Glenlivet Plc.

Imported by Filli Rinaldi, Bologna. In original carton (stained and worn). Labelling with some very minor staining. Level: very top shoulder. 75 cl. Single malt, 43% volume

The Macallan-12 year old

Distilled and bottled by The Macallan Distillers Ltd.

Imported and distributed by Giovinette & Figli, Milano, Agents Exclusively for Italy. In original carton (stained). Level: very top shoulder. 75 cl. Single malt, 43% volume
2 bottles

£300 - 400

€350 - 470

HK\$2,900 - 3,900

GREEN SPRINGBANK

69

Green Springbank-18 year old-1973

Distilled June 1973, bottled September 1981.

Matured in a Rum Butt by Wm. Cadenhead, Aberdeen. In wooden presentation case. Level: very top shoulder. 70 cl. Single malt, 57.9% volume
1 bottle

£600 - 800

€700 - 930

HK\$5,800 - 7,800

70

Royal Lochnagar Selected Reserve

Distilled and bottled by Royal Lochnagar Distillery.

Bottle number 47546. In wooden presentation case. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

Ballantine's Purity-20 year old

Bottled by George Ballantine & Son.

In cardboard presentation case. 50 cl., glass decanter. Blended, 43% volume
1 bottle and 1 decanter

£300 - 350

€350 - 410

HK\$2,900 - 3,400

FINE ISLAY MALTS

71

Buichladdich Valinch-1970

"I Was There". Distilled Dec 1970, bottled 29th May 2001. Distilled and bottled by Bruichladdich Distillery.

Cask number 5079, bottle 177 of 250. Good labelling. Level: top shoulder. 50 cl. Single malt, 48.1% volume
1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

72

Ardbeg Guaranteed-30 year old

Distilled and bottled by Ardbeg Distillery Limited.

In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume
1 bottle

£700 - 900

€810 - 1,000

HK\$6,800 - 8,700

73

Ardbeg Provenance-25 year old-1974

Bottled 1997. Distilled and bottled by Ardbeg Distillery Limited.

Bottle number 4921. In wooden presentation case. Good labelling. Level: top shoulder. 70 cl. Single malt, 55.6% volume
1 bottle

£1,000 - 1,400

€1,200 - 1,600

HK\$9,700 - 14,000

74

Bowmore-28 year old-1981

Bottled 2010. Distilled and bottled by Bowmore Distillery.

A limited edition of 402 bottles. In wooden presentation case within the original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 49.6% volume
1 bottle

£600 - 800

€700 - 930

HK\$5,800 - 7,800



66

75

Bowmore-29 year old-1982

Bottled 2011. Distilled and bottled by Bowmore Distillery.

A limited edition of 501 bottles. In wooden presentation case within the original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 47.3% volume
1 bottle

£600 - 800

€700 - 930

HK\$5,800 - 7,800

76

Bowmore-26 year old-1985

Bottled 2012. Distilled and bottled by Bowmore Distillery.

A limited edition of 750 bottles. In wooden presentation case within the original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 52.3% volume
1 bottle

£450 - 600

€520 - 700

HK\$4,400 - 5,800

77

Ardbeg-28 year old-1967

Distilled 15.2.1967, bottled 11.1995 by Signatory.

Butt number 575. bottle 345 of 548. In presentation case. Good label. Level: high shoulder. 70 cl. Single malt, 53.7£ volume
1 bottle

£1,800 - 2,000

€2,100 - 2,300

HK\$17,000 - 19,000

LINKWOOD-1954

78

Linkwood-1954

Bonded and bottled by Gordon & MacPhail.

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

£400 - 500

€470 - 580

HK\$3,900 - 4,800

79

Glen Scotia-27 year old-1966

Distilled 4.1966, bottled 1.1994 by Signatory.

Cask numbers 1271-72, bottle 394 of 550. In presentation case. Good label. Level: high shoulder. 70 cl. Single malt, 51.5% volume
1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

80

Glendronach-23 year old-1976

Distilled 29.11.1976, bottled 21.8.2000 by Signatory.

Cask number 3495, bottle 109 of 232. In presentation case. Good label. Level: high shoulder. 70 cl. Single malt, 49.9% volume
1 bottle

£400 - 600

€470 - 700

HK\$3,900 - 5,800

81

St. Magdalene-1966

Bottled 1996. Connoisseurs Choice by Gordon & MacPhail.

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

£300 - 350

€350 - 410

HK\$2,900 - 3,400

82

Caol Ila-20 year old-1974

Distilled May 1974, bottled November 1994. Cadenhead's Authentic Collection.

Good label. Level: high shoulder. 70 cl. Single malt, 58% volume

Highland Park-19 year old-1977

Distilled 13/10/1977, bottled 26/6/1996 for The Whisky Connoisseur.

Cask number 7304, bottle 157. Level: very top shoulder. 70 cl. Single malt, 57.9% volume

Knockando-1980

Bottled 1995. Distilled and bottled by Justrini & Brooks, Knockando Distillery.

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

£300 - 350

€350 - 410

HK\$2,900 - 3,400

83

Ardbeg Blasda

Paper and stencilled labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

Ardbeg-10 year old (3)

Distilled and bottled by Ardbeg Distillery Limited.

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

Glenmorangie-18 year old (2)

Extremely Rare expressions. Distilled and bottled by The Glenmorangie Distillery Coy.

Good labels. In cardboard presentation cases. Level: top shoulder. 70 cl. Single malt, 43% volume
6 bottles

£340 - 380

€400 - 440

HK\$3,300 - 3,700

84

Aberlour-10 year old

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

The Balvenie Double Wood-12 year old

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

Bruichladdich-10 year old

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

The Glenlivet-12 year old

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

House of Commons-8 year old

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

Lombard's Malt-12 year old (2)

Good labels. Level: high shoulder. 70 cl. 40% volume

Royal Wedding

Bottled to celebrate the Royal Wedding, 1981. Producer unknown.

No size, strength or capacity stated

Tullamore Dew

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

Good labelling. Level: high shoulder. Litre. 43% volume
9 bottles

£300 - 320

€350 - 370

HK\$2,900 - 3,100

85

Laphroaig-Vintage 1976

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

In original carton (very worn and torn, numbered on reverse "Limited Bottling number 1523 of 5400". Some minor rubbing to top of lead capsule. The front label is scratched top centre and top centre right, bottom left quarter. The rear label is scratched top left and centre.

Level: very top shoulder. 75 cl. Single malt, 43% volume
1 bottle

£1,000 - 1,200

€1,200 - 1,400

HK\$9,700 - 12,000

86

Laphroaig-Vintage 1976

As above lot.

Lacking carton. Stained and badly torn labelling.

1 bottle

£1,000 - 1,200

€1,200 - 1,400

HK\$9,700 - 12,000

87

Dallas Dhu-24 year old-1970

Rare Malts Selection Limited Bottling.

In original carton (worn and torn). Good labelling. Level: high shoulder. 70 cl. Single malt, 59.91% volume

Glenmorangie-1974

Bottled 1998. Distilled and bottled by The Glenmorangie Distillery Coy.

In original cardboard tube. Front label scratched top left edge. Level: very top shoulder. 75 cl. Single malt, 43% volume
2 bottles

£800 - 1,000

€930 - 1,200

HK\$7,800 - 9,700

88

Glen Keith-Pre 1983 (8)

Distilled prior to 1983. Distilled and bottled by The Glen Keith Distillery Company.

In original cartons (one lacking lid). Good labels. 70 cl. Single malt, 43% volume
8 bottles

£500 - 650

€580 - 760

HK\$4,800 - 6,300

THE MACALLAN, HIGHLAND PARK AND ABERLOUR

89

The Macallan Elegancia-1991 (2)

Bottled 2003.

In original cartons (very worn). Good labels. Level: very top shoulder. Litre. Single malt, 40% volume

The Macallan Elegancia-1992 (2)

Bottled 2004. Distilled and bottled by The Macallan Distillers Ltd.

In original cartons (some wear). Level: very top shoulder. Litre. Single malt, 40% volume

4 bottles

£500 - 700

€580 - 810

HK\$4,800 - 6,800

90

The Macallan Elegancia-12 year old (5)

Distilled and bottled by The Macallan Distillers Ltd.

In original cartons (some wear). Good labels (one very stained). Level: top shoulder. Litre. Single malt, 40% volume

5 bottles

£600 - 800

€700 - 930

HK\$5,800 - 7,800

91

The Macallan Fine Oak Whisky Makers Selection (7)

Distilled and bottled by The Macallan Distillers Ltd.

In original cartons (except one). Good labels (one rear label slightly soiled). Level: top shoulder. Litre. Single malt, 42.8% volume

7 bottles

£700 - 900

€810 - 1,000

HK\$6,800 - 8,700

92

The Macallan Cask Strength-10 year old (4)

In original cartons (some wear). One slightly soiled label, one label scratched at centre and top right. Level: very top shoulder. Litre.

Single malt, 58.5% volume

The Macallan Cask Strength-10 year old (3)

Distilled and bottled by The Macallan Distillers Ltd.

Lacking cartons. One scratched label, one stained label, one good labelling. Two labels lacking spirit strength and capacity. Level: very top shoulder. Litre. Single malt, 58.6% volume

7 bottles

£900 - 1,200

€1,000 - 1,400

HK\$8,700 - 12,000

93

The Macallan Private Eye

Selected by Whisky Maker F A Newlands at The Macallan Distillery and includes cask number 1580, bonded 1961.

Bottled to commemorate the 35th Anniversary of Private Eye. Bottle number 4073 of 5000. Lead capsule with some very minor wear.

Transfer printed labelling, the rear label with some creasing. Level: very top shoulder. 70 cl. Single malt, 40% volume

1 bottle

£1,200 - 1,800

€1,400 - 2,100

HK\$12,000 - 17,000

94

The Macallan-12 year old (9)

Distilled and bottled by The Macallan Distillers Ltd.

Three of the litre bottles with stopper corks and foil capsules, two of which with stained labels, levels very top shoulder. Four of the litre bottles with screw caps, good labels, one level high/mid shoulder, one mid shoulder, two high neck fill. Two 70 cl. bottles with stopper corks and foil capsules, one label with minor scratch, levels very top shoulder. Single malt, all of the above 43% volume

9 bottles

£1,100 - 1,500

€1,300 - 1,700

HK\$11,000 - 15,000

95

The Macallan Travel Series (4)

Comprising: Twenties, Thirties, Forties and Fifties.

In original cartons. Labels with some scuffing to edges. Level: very top shoulder. 500 ml. Single malt, 40% volume

4 bottles

£600 - 700

€700 - 810

HK\$5,800 - 6,800

96

The Macallan Travel Series (4)

As above lot.

4 bottles

£600 - 700

€700 - 810

HK\$5,800 - 6,800

97

The Macallan Travel Series (4)

As above lot.

4 bottles

£600 - 700

€700 - 810

HK\$5,800 - 6,800

98

The Macallan Travel Series (4)

As above lot.

4 bottles

£600 - 700

€700 - 810

HK\$5,800 - 6,800

99

Highland Park-18 year old (6)

Distilled and bottled by Highland Park Distillery, Kirkwall.

In original cartons within the original case (worn). Good labels. Level: very top shoulder. 70 cl. Single malt, 43% volume

6 bottles

£550 - 650

€640 - 760

HK\$5,300 - 6,300



89

92

114

89



92

89

91

100

Highland Park-18 year old (2)

One earlier, one later label design (with small tear to right side). Level: very top shoulder. 70 cl. Single malt, 43% volume

Highland Park-16 year old (3)

One label with torn vertical section to right side. Level: very top shoulder. Litre. Single malt, 40% volume

Highland Park-12 year old

Distilled and bottled by Highland Park Distillery, Kirkwall.

Good labelling. Level: very top shoulder. Litre. Single malt, 40% volume
6 bottles

£500 - 600

€580 - 700

HK\$4,800 - 5,800

101

Aberlour Antique (10)

Very Fine Aged. Distilled and bottled by Aberlour-Glenlivet Distillery Co. Ltd.

One torn label, three slightly stained labels, six good labels. Level: very top shoulder. 70 cl. Single malt, 43% volume
10 bottles

£700 - 800

€810 - 930

HK\$6,800 - 7,800

102

Aberlour 100 Proof

Label torn centre and bottom left. Level: very top shoulder. Litre. Single malt, 57.1% volume

Aberlour-12 year old (3)

Good labels. Level: two high shoulder, one very top shoulder. Litre. Single malt, 43% volume

Aberlour a'bunadh (3)

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

One badly torn labelling, one torn labelling one good labelling. Level: top shoulder. 70 cl. Single malt, 59.6% volume
7 bottles

£600 - 800

€700 - 930

HK\$5,800 - 7,800

GLENFIDDICH-1964

103

Glenfiddich-47 year old-1964

Distilled Spring 1964. Bottled in bond in Scotland from Sherry cask, July 2011. Bottled at cask strength in Scotland for J & J Hunter Ltd., Balmoral Road, Belfast. Label signed by James Donnelly, Chairman.

Cask number 10800, bottle number 9 of 24. The bottle is accompanied by a tasting sample supplied by J & J Hunter. In presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46.5% volume
1 bottle

£3,000 - 5,000

€3,500 - 5,800

HK\$29,000 - 48,000

104

Glenfiddich-47 year old-1964

As above lot.

Bottle number 10 of 24.

1 bottle

£3,000 - 5,000

€3,500 - 5,800

HK\$29,000 - 48,000

105

Longmorn-15 year old (5)

Distilled and bottled by The Longmorn Distillery Company.

One earlier (rear label torn, 43% volume) and four later label designs, 45% volume. Level: very top shoulder. One litre and four 70 cl. Single malt

Strathisla-12 year old (3)

Distilled and bottled by Chivas Brothers Ltd., Strathisla Distillery.

Two stencilled and one paper labelling. Level: top shoulder. One litre and two 700 ml. Single malt, 43% volume
8 bottles

£600 - 800

€700 - 930

HK\$5,800 - 7,800

106

The Glenlivet Archive

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

The Glenlivet-18 year old (3)

Good labels. Level: very top shoulder. One 70 cl., two litre. Single malt, 43% volume

The Glenlivet Batch Reserve-18 year old

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

The Glenlivet-12 year old

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

In St. Andrews Golf Course Tin. Level: very top shoulder. 70 cl. Single malt, 40% volume
6 bottles

£300 - 350

€350 - 410

HK\$2,900 - 3,400

107

Isle of Jura-10 year old (2)

Good labelling. Level: very top shoulder. 75 cl. and 50 cl. Single malt, 40% volume

Isle of Jura Superstition

Transfer printed labelling. Level: high shoulder. Litre. Single malt, 45% volume

Isle of Jura Legacy-10 year old (3)

Distilled and bottled by The Isle of Jura Distillery Co. Ltd.

Level: two high shoulder, one mid shoulder. Litre. Single malt, 40% volume

Scapa-10 year old (3)

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

Scapa-12 year old (2)

Distilled and bottled by Scapa Distillery.

One label torn right edge. Level: very top shoulder and high shoulder. Litre. Single malt, 40% volume
11 bottles

£380 - 460

€440 - 530

HK\$3,700 - 4,500



103

104

108

The Balvenie Port Wood-21 year old

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

The Balvenie Golden Cask-14 year old

Label torn right edge. Level: very top shoulder. 70 cl. Single malt, 47.5% volume

The Balvenie Double Wood-12 year old

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

The Balvenie Founder's Reserve-10 year old (2)

Distilled and bottled by The Balvenie Distillery Company.

Good labels, lacking rear labels. Level: very top shoulder and high shoulder. 70 cl. Single malt, 40% volume

Glenfiddich Gran Reserva Cuban Rum Finish-21 year old

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

Glenfiddich-18 year old (2)

One base label damaged. Level: high shoulder. Litre. Single malt, 43% volume

Glenfiddich

Special Reserve. Distilled and bottled by The Glenfiddich Distillery.

Good label. In Clan MacDonald tin. Level: top shoulder. 75 cl. Single malt, 40% volume

9 bottles

£650 - 750

€760 - 870

HK\$6,300 - 7,300

109

Glenmorangie-18 year old

Extremely Rare expression.

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

Glenmorangie-18 year old (2)

Some scratches to labels, one label torn bottom left. Level: very top shoulder. Litre. Single malt, 43% volume

Glenmorangie Astar

Label scratched bottom right. Level: top shoulder. 70 cl. Single malt, 57.1% volume

Glenmorangie Madeira Wood Finish

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

Glenmorangie Nectar D'or-12 year old

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

Glenmorangie Quinta Ruban-12 year old

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

Glenmorangie Sauternes Wood Finish-15 year old

Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume

Glenmorangie-10 year old

Distilled and bottled by The Glenmorangie Distillery Coy.

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

9 bottles

£500 - 600

€580 - 700

HK\$4,800 - 5,800

110

MacPhail's-23 year old-1964

Bottled by Gordon & MacPhail.

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

1 bottle

£300 - 350

€350 - 410

HK\$2,900 - 3,400

111

Laphroaig-15 year old (1 and 2 halves)

The bottle has a stained and slightly scratched main label, one of the halves has a scratched label. Level: very top shoulder. 70 cl. and two 33.33 cl. Single malt, 43% volume

Laphroaig Original Cask-10 year old (1 and a half)

Good labels. Level: very top shoulder. Litre and 33.33 cl. Single malt, 57.3% volume

Laphroaig-10 year old (1 and 2 halves)

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

Good labels. Level: very top shoulder. Litre and two 33.33 cl. Single malt, 43% volume

3 bottles and 5 halves

£300 - 350

€350 - 410

HK\$2,900 - 3,400

112

Ardbeg-Guaranteed-15 year old (2)

Distilled and bottled by Ardbeg Distillery Limited.

One good label with corner missing top left and scratch to centre at top, the rear label is scratched. One with very badly damaged and flaking label, the capsule of this bottle is very badly torn although it is still attached to the capsule. Level: very top and top shoulder. Both 50 cl. Single malt, 43% volume

2 bottles

£350 - 400

€410 - 470

HK\$3,400 - 3,900

113

Lagavulin-1979

The Distillers Edition, Double Matured.

The labelling is scratched, flaking and damaged. Level: very top shoulder. Litre. Single malt, 43% volume

Glen Garioch-15 year old

Distilled and bottled by Morrison's Glen Garioch Distillery.

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

The Glendronach-15 year old (2)

Distilled and bottled by The Glendronach Distillery Co. Limited.

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

Dalmore-12 year old

Distilled and bottled by Dalmore Distillery.

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

Talisker-10 year old

Distilled and bottled by Talisker Distillery.

Good labelling. Level: very top shoulder. 75 cl. Single malt, 45.8% volume

6 bottles

£800 - 1,000

€930 - 1,200

HK\$7,800 - 9,700

114

The Glenlivet Cellar Collection-30 year old (2)

American Oak Finish. Bottled 2001. Distilled and bottled by George & J G Smith, The Glenlivet Distillery.

In wooden presentation cases. The labels show signs that the bottles may have been stored in damp conditions. Level: very to shoulder. 70 cl. Single malt, 48% volume

2 bottles

£900 - 1,100

€1,000 - 1,300

HK\$8,700 - 11,000

115

The Glenlivet Cellar Collection-30 year old (2)

As above lot.

2 bottles

£900 - 1,100

€1,000 - 1,300

HK\$8,700 - 11,000

116

The Glenlivet-21 year old

Bottled 1991. Distilled and bottled by George & J G Smith, The Glenlivet Distillery.

Bottle number 91-62 of 12,000. In miniature suitcase accompanied by certificate (with some foxing). Transfer printed labelling. 700 ml. Single malt, 43% volume

1 bottle

£300 - 350

€350 - 410

HK\$2,900 - 3,400

117

The Macallan-25 year old-1975

Bottled 2000. 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

£2,000 - 2,500

€2,300 - 2,900

HK\$19,000 - 24,000

118

Glen Grant 150th Anniversary-30 year old (2)

Distilled and bottled by J & G Grant, Glen Grant Distillery. Bottled to commemorate the 150th Anniversary.

Bottle numbers 109 and 733. In original cartons (worn). Good labels. Level: top shoulder. 75 cl. Single malt, 45% volume

2 bottles

£400 - 600

€470 - 700

HK\$3,900 - 5,800

119

Highland Park-28 year old-Vintage-1973

Distilled October 1973, bottled 22nd February 2001. Distilled and bottled by Highland Park Distillery.

Cask number 11151, bottle 375 of 500. In wooden presentation case.

Good labelling. Level: high shoulder. 70 cl. Single malt, 45.4% volume

1 bottle

£350 - 450

€410 - 520

HK\$3,400 - 4,400

120

Ben Nevis-26 year old -1972

Bottled 1998. Distilled and bottled by Ben Nevis Distillery (Fort William) Ltd.

Cask number 605, bottle 120 of 224. In original carton. Good labelling. Level: high shoulder. 70 cl. Single malt, 54.7% volume

1 bottle

£300 - 320

€350 - 370

HK\$2,900 - 3,100

121

The Macallan Replica-1861

A replica of the bottle, nose and flavour of an original bottling by John MacWilliam, Wine Merchant of Craigellachie.

In presentation case. Good labelling. Level: high shoulder. 700 ml.

Single malt, 42.7% volume

1 bottle

£150 - 180

€170 - 210

HK\$1,500 - 1,700

122

The Macallan-18 year old-1975

Bottled 1983. Distilled and bottled by The Macallan Distillers Ltd.

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

1 bottle

£900 - 1,100

€1,000 - 1,300

HK\$8,700 - 11,000

123

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

€350 - 580

HK\$2,900 - 4,800

FINE OLD IRISH

124

Midleton-Bottled 1995

Distilled and bottled by John Jameson & Son, Midleton Distillery.
Bottle number 14331. In wooden presentation case. Label stained.
Level: very top shoulder. 750 ml. Single malt, 40% volume
1 bottle

£300 - 350

€350 - 410

HK\$2,900 - 3,400

125

Jameson Dublin Three Star

Pure Old Pot Still. Distilled and bottled by John Jameson & Son Ltd., Bow Street Distillery, Dublin.

Stopper cork, embossed lead capsule. Good labelling with some minor staining. Level: high/mid shoulder. 26 1/2 ozs. Single malt, no strength stated on labelling.

1 bottle

£200 - 300

€230 - 350

HK\$1,900 - 2,900

126

John Jameson Dublin Whiskey

Pure Old Pot Still. Distilled by John Jameson & Son, Limited, Bow Street Distillery.

Bottled by Wholesale bottlers, Reg No. 29. Label number 5563. Driven cork, the embossed lead capsule is loose and slightly worn on top and around neck. Shoulder label torn, good main label (discoloured). Level: low/mid shoulder. No strength or capacity stated on labelling.

1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

127

Finest No. 1 Old Irish Whisky-Late 19th Century

Produced by Peter Keegan & Co. Ltd., Belfast.

Base label from City Laboratory, Dublin dated 6th March 1897. Driven cork, embossed lead capsule slightly worn on top. Good labelling with some discolouration, minor staining and surface scratches. Level: high/mid shoulder. Hand blown bottle. No strength or capacity stated
1 bottle

£300 - 500

€350 - 580

HK\$2,900 - 4,800

128

Mixed whisky and spirits comprising (9):

Highland Park-18 year old, 700 ml., 43% volume, Bushmill's Malt-10 year old (2), 700 ml., 40% volume, The Famous Grouse Vintage Malt-1987, 70 cl., 40% volume, Harrods Blended-5 year old, 70 cl., 40% volume, Woodford Distiller's Select Bourbon (2), Batch No. 06, bottles 3456 and 3457, 45.2% volume, 70 cl., Southern Comfort, 35% volume, 70 cl., Jack Daniels, 70 cl., 40% volume

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

£300 - 350

€350 - 410

HK\$2,900 - 3,400

BLENDED

129

Black & White

By Appointment to Her Majesty The Queen, James Buchanan & Co. Limited.

Imported by Amerigo Sagna & Figli, Torino. Spring loaded cap, embossed lead capsule. Good labelling with some minor staining. Level: very top shoulder. 75 cl. Blended, 43% volume
1 bottle

£130 - 150

€150 - 170

HK\$1,300 - 1,500

130

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

£300 - 500

€350 - 580

HK\$2,900 - 4,800

131

Highland Queen

Blended and bottled by Macdonald & Muir Ltd., Distillers, Leith.

Stopper cork, embossed lead capsule. Shoulder label torn, main label with small section missing bottom left. Level: low/mid shoulder. 3/4 litre. Blended, 43% volume

Lauder's Royal Northern Cream

Sole proprietors Archibald Lauder & Co. Ltd., Glasgow.

Imported by Luigi Cavo, Genova. Stopper cork, embossed lead capsule. Level: low/mid shoulder. 75 cl. Blended, 43% volume
2 bottles

£300 - 400

€350 - 470

HK\$2,900 - 3,900

132

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

€350 - 470

HK\$2,900 - 3,900



126



127

133

White Horse (2)

Blended and bottled by White Horse Distillers Ltd., Glasgow and London.

Spring loaded caps, embossed lead capsules. Labels with some minor scratches. Level: very top shoulder. 40 ounces. Blended, 86.8 degrees proof
2 bottles

£200 - 300

€230 - 350

HK\$1,900 - 2,900

134

Chivas Revolve (3)

Specially Selected. Distilled and bottled by Chivas Brothers Ltd.

750 ml. Blended, 50% volume
3 bottles

£350 - 450

€410 - 520

HK\$3,400 - 4,400

135

Chivas Revolve (3)

As above lot. In original cartons (worn).

3 bottles

£350 - 450

€410 - 520

HK\$3,400 - 4,400

136

Johnnie Walker Liqueur

Blended and bottled by John Walker & Sons, Kilmarnock.

Good labelling. Level: high shoulder. 750 ml. Blended, 40% volume
1 bottle

£300 - 350

€350 - 410

HK\$2,900 - 3,400

137

Crawford's Five Star

Blended and bottled by A & A. Crawford Ltd.

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

Drambuie

The Commemorative 1745 Decanter.

Level: filled 70 750 ml. Blended, 40% volume

Grand Old Parr-12 year old

Blended and bottled by MacDonald Greenlees Ltd., Distillers.

Good labelling. Level: very top shoulder. 750 ml. Blended, 43% volume

James Martin's Vintage-1982

Bottled 2006.

A limited edition of 6,000. 70 cl. Blended, 43% volume

James Martin's-20 year old

70 cl. Blended, 43% volume

James Martin's-30 year old

Blended and bottled by James Martin & Co. Ltd.

70 cl. Blended, 43% volume

The Dimple "Pinch"-15 year old (2)

Blended and bottled by Haig & Haig.

In original cartons. 750 ml. Blended, 43% volume

The Final Blend

A limited bottling by United Distillers to celebrate Raith Rovers Scottish League Cup Champions 1994.

Good label. Level: very top shoulder. 70 cl. Blended, 40% volume
8 bottles and 1 decanter

£350 - 450

€410 - 520

HK\$3,400 - 4,400

138

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

£600 - 800

€700 - 930

HK\$5,800 - 7,800

139

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

Distilled 9/9/1949. Country of origin Jamiaca.

Bottled in Dumbarton. Bottle numbers 5 and 6. In wooden presentation cases. Good labels. Level: top shoulder. 75 cl. 40% volume
2 bottles

£600 - 700

€700 - 810

HK\$5,800 - 6,800

END OF SALE



134

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Macallan Elegancia-1991	89		
Macallan Fine Oak Whisky Makers Selection	91	Talisker-10 year old	113
Macallan Fine Oak-25 year old	35, 36, 37, 38, 39, 40	Tullamore Dew	84
Macallan Private Eye	93		
Macallan Replica-1861	121	W	
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		White Horse	133

**FINE AND RARE
WINES AND WHISKY**
International Auction Calendar 2017

ENQUIRIES

+44 (0) 20 7468 5811 (UK)
wine@bonhams.com
whisky@bonhams.com

+1 (415) 503 3363 (US)
wine.us@bonhams.com

+852 2918 4321 (HK)
winehk@bonhams.com

FINE AND RARE WINES

Friday 10 March	San Francisco
Thursday 6 April	London
Friday 19 May	Hong Kong
Thursday 25 May	London
Friday 26 May	San Francisco
Thursday 13 July	London
Friday 15 September	San Francisco
Thursday 28 September	London
Thursday 16 November	London The Institute of Masters of Wine Endowment Auction
Friday 17 November	Hong Kong
Thursday 23 November	London

WHISKY

Wednesday 1 March	Edinburgh
Friday 19 May	Hong Kong
Wednesday 7 June	Edinburgh
Friday 18 August	Hong Kong
Wednesday 4 October	Edinburgh
Friday 17 November	Hong Kong
Wednesday 6 December	Edinburgh

Bonhams

**THE SCOTTISH SALE:
PICTURES**

Wednesday 26 April 2017
Edinburgh

Entries invited

**SAMUEL JOHN PEPLOR RSA
(1871 - 1935)**

The Terrace, Cassis
£60,000 - 80,000

ENQUIRIES

Edinburgh:
+44 (0)131 240 2292
colleen.bowen@bonhams.com

London:
Chris Dawson
+44 (0)20 7468 8296
chris.dawson@bonhams.com



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 buy 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.

OIt 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*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
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> .	10.3	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.
8.1.1	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.	10.4	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.
8.1.2	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> ,	10.5	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.
8.1.3	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> ;	10.6	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.
8.1.4	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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	9.3.3	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.
8.1.7	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;	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> .
8.1.8	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	MISCELLANEOUS	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> .
8.1.9	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	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	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.
8.1.10	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.	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> .	11	GOVERNING LAW
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.	11	GOVERNING LAW	11	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.
8.3	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.				

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	7.3	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.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
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>):			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
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.	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.
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	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> .
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:	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> .
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	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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	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.
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	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> .
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:	10	OUR LIABILITY
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	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> .
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.	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:
		9	FORGERIES	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
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
		9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		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	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.
		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> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Bond Street" means *Bonhams's* 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's* 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's* 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's* instructions to sell a *Lot*.

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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African, Oceanic & Pre-Columbian Art

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American Paintings

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Antiquities

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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Australian Art

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Australian Colonial Furniture and Australiana

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Entertainment Memorabilia

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Furniture

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European Sculptures & Works of Art

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Greek Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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India Phillips
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Indian, Himalayan & Southeast Asian Art

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