

IMPORTANT INSTRUMENTS OF SCIENCE & TECHNOLOGY

Tuesday 31 October 2017

Knightsbridge, London



Bonhams

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IMPORTANT INSTRUMENTS OF SCIENCE & TECHNOLOGY

Tuesday 31 October 2017 at 1pm
Knightsbridge, London

BONHAMS

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24096

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Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 65
Back cover: Lot 74
Inside front cover: Lot 39
Inside back cover: Lot 41

SYMBOLS KEY:

† VAT 20% 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

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

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.

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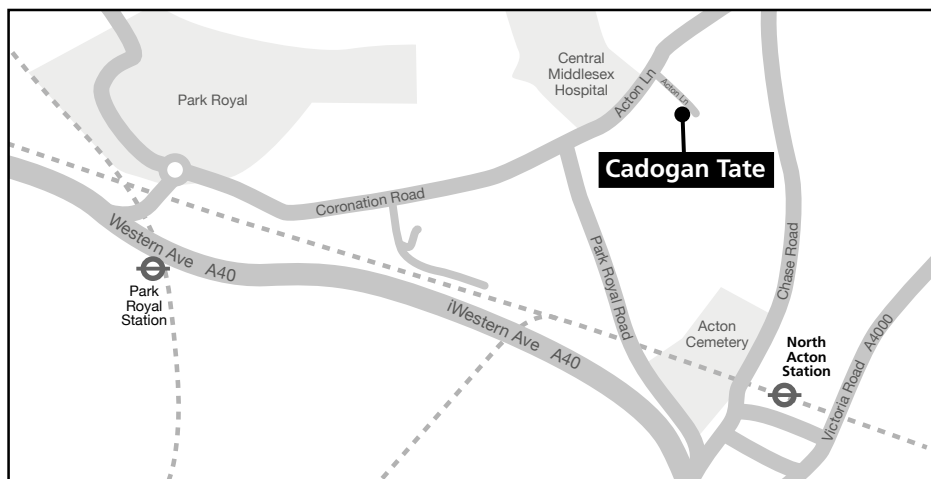
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All electrical equipment in this
sale has either been tested by
a suitably qualified electrician or
has been operationally disabled.
If the intention is to reconnect this
equipment we recommend that
this is carried out by a suitably
qualified electrician.

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be
removed to Cadogan Tate, 241
Acton Lane, London, NW10 7NP
from 12pm Wednesday 1 November
2017.

COLLECTION

Sold TP lots will be available for
collection from Cadogan Tate from
12pm Thursday 2 November 2017
and then every working day between
9am and 4.30pm. Collections are by
appointment only & a booking email
or phone call are required in advance
to ensure lots are ready at time of
collection, photographic id will be
required at time of collection & if a
third party is collecting written
authorisation from the successful
buyer is required in advance.
Photographic id of the third party will
be requested at the time of collection.

To arrange a collection time
please send a booking email to:
collections@cadogantate.com or
telephone call to +44 (0)800 988
6100 to ensure lots are ready at time
of collection.

All other sold lots will remain in the
Collections room at Knightsbridge for
a period of not less than 14 calendar
days from the sale date 31 October
2017. Lots not collected by 5.30pm
Monday 13 November 2017 will be
returned to The department where
storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage

Storage will be free of charge
for the first 14 calendar days
from & including the sale date
Tuesday 31 October 2017

Charges will apply from 9am
Tuesday 14 November 2017.

Pictures and small objects:
£2.85 per day + VAT

Furniture, large pictures
and large objects:
£5.70 per day+ VAT

(Note: Charges apply every day
including weekends and Public
Holidays)

Handling

After the first 14 calendar days
following the sale the following
handling charges apply per Lot:

Pictures and Large objects:
£21.00+ VAT
Large pictures £42.00+ VAT

Loss and Damage

Extended Liability cover for the value
of the Hammer Price will be charged
at 0.6% but will not exceed the total
value of all other transfer and storage
charges.

The following symbol is used to
denote that VAT is due on the
hammer price and buyer's premium.

† VAT 20% on hammer price
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★ VAT on imported items at a
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buyer's premium.

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

IMPORTANT NOTICE

A surcharge of 2% is applicable
when using MasterCard & Visa credit
cards and overseas debit cards.

Payment in Advance

(Telephone to ascertain amount due)
by: cash, cheque with banker's card,
credit, or debit card.

Payment at time of collection by:

cash, cheque with banker's card,
credit, or debit card.



1

LEICA IIIID

no. 367163 complete with 5cm f2 Summitar no. 814588 lens, complete with original lens cap.

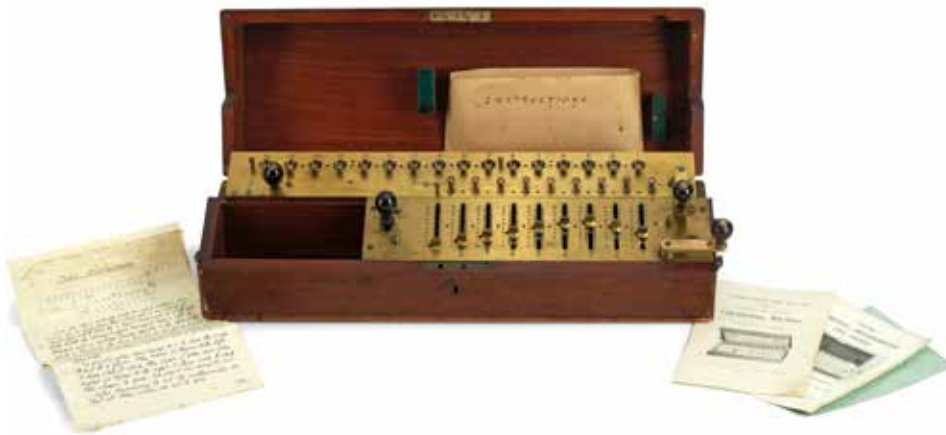
£3,500 - 4,000

€4,000 - 4,500

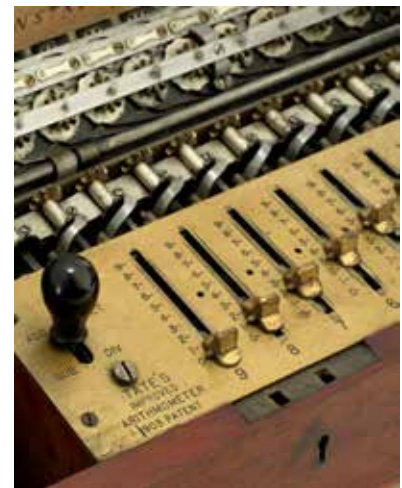
US\$4,700 - 5,400

This is a very special model of the Leica IIIC which incorporates a delayed reaction, hence its terminology of Leica IIIID. This camera was produced during the Second World War circa 1943 with an estimated total production of just over 400 units.

The delayed action mechanism release arm is different from that found on the later IIIF's. The delayed action mechanism of the IIIID was most unreliable. In addition this camera also has the rare red blinds. Red blinds were fitted when the traditional black material was unavailable due to the war. However, over the years most red blinds have been replaced by current black blinds which were more efficient at guarding the light



2



2 (detail)

2

A TATE'S IMPROVED ARITHMOMETER, ENGLISH, EARLY 20TH CENTURY,

complete with nine sliding indices and sixteen digital displays, with two operating handles and function lever, in mahogany case, with instructions, *the case 23in (59cm) wide*

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 2,000

3

A RARE BAIRD TELEVISOR, ENGLISH, CIRCA 1930,

by The Plessey Company, restored by George Windsor in 1978 to working order, No. 192, with 30-line square hole Nipkow disc, original pip-top selenium cell neon, Televisor motor with speed rack, Zenith voltage dropper, on polished mahogany baseboard, under chocolate brown tinplate case with cream lining, plain cast "Eye-of-the-World" plaque to the front with Baird signature, on bracket feet, 27in (69cm) wide

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

John Logie Baird FRSE (1888–1946) was a Scottish engineer and inventor, famously noted as inventor of the mechanical TV, introducing his early form of the television, in the 1920's.

The creation of the mechanical television began in 1924, when Baird managed to transmit a flickering image across 10 feet to accompany sound. By the following year, he had achieved successful transmission of recognisable human faces, in pictures with light and shade.

As a result, on 26th January 1926, Baird held a public demonstration in Soho, London, before members of the Royal Institute and a journalist from The Times. Through this demonstration, Baird manipulated the head of a ventriloquists' doll, displaying an image measuring only 3 ½in x 2in. Though clearly still in basic form, with blurred images, this demonstration outlined the potential of Baird's

mechanical technique. This early system consisted of a revolving shutter and light sensitive cell, before a large wooden revolving disc containing lenses.

By 1927 he succeeded in transmitting content across a 438 mile telephone line between London and Glasgow, before setting up Baird Television Development Company (BTDC) the same year. Through the BTDC the first transatlantic broadcast was transmitted from London and New York in 1928, and the first live transmission of the Epsom Derby.

The following year Baird's technology was mass produced for public sale, releasing the first television receiver 'The Televisor', made by Plessey in England. Selling for approximately 26 pounds, they were at the time relatively expensive. This same year, the BBC began to use Baird's company for its TV broadcasts.

Having previously been transmitted separately, it wasn't until 1930 that sound and vision began to be transmitted simultaneously. As television development gained momentum, the 1930's saw the introduction of electronic models. Eventually in 1935, the BBC committee compared side by side Baird's mechanical Televisor with Marconi-EMI's all electronic television system, which transmitted on 405 lines, surpassing Baird's 240 lines. The BBC subsequently dropped Baird's mechanical system in 1937.

Baird however had continued to develop his ideas within the exploration of electronic systems and experimented with high-resolution colour and three-dimensional television, although none of his developments were reproduced beyond his lab, commercially.

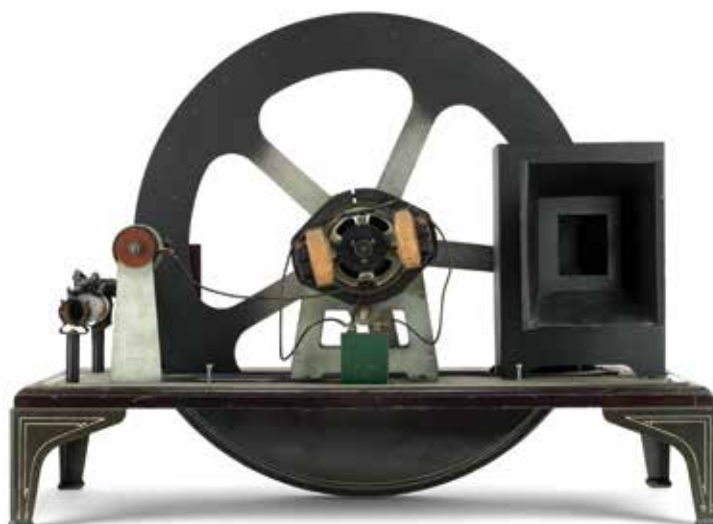
Whilst electronic systems swiftly exceeded Baird's original mechanical designs, it is undeniable that Baird initiated the beginnings of television invention, piloting our modern-day love affair with the television.

Provenance:

The owner's grandfather ran an electrical shop in the Thames Valley which opened in the 1930's. This televisor has been stored in the family home for at least the past 45 years.



3



3 (detail)



3 (detail)



3 (detail)



4

4

A CHARLES WHEATSTONE CRYPTOGRAPH, ENGLISH, MID 19TH CENTURY,

signed The Cryptograph C.Wheatstone Inv., the circular dial without outer alphabet, number scale and inner letters missing. As the outer hand completes one revolution, the inner hand advances by one letter, in original velvet lined leather case with lid lettered THE CRYPTOGRAPH, the dial 4in (10cm) diameter

£600 - 800

€680 - 910

US\$810 - 1,100

5

A THREE-ROTOR MODEL 1 ENIGMA CIPHER MACHINE, GERMAN, 1933,

No. A1690, probably manufactured by Heimsoeth und Rinke, the three rotors III A15343, IV A5911 and V A15342 (renumbered), "QWERTZ" keyboard and crackle finish black metal case, plugboard at the front with six patch leads, in oak case with hinged lid, fall-front and metal locking device, together with a copy of the booklet "Enigma Chiffriermaschinen", facsimile copies on instruction books and a Morse key, the case 13in (33cm) x 11in (28cm) x 6in (15cm)

£60,000 - 80,000

€68,000 - 91,000

US\$81,000 - 110,000

The Enigma I was developed in 1927 by Chiffrier-maschinen (later Heimsoeth und Rinke) for the German Army and first introduced in 1931. It was based on the commercial Enigma D but has a fixed reflector and a plugboard at the front that was exclusive to the German Armed Forces. The Model I was used throughout World War II.

The Enigma machine was invented by a German engineer Arthur Scherbius shortly after WW1 and outwardly resembles a typewriter with QWERTY keyboard. The operator would press the key for the letter in the message to be transmitted and the enciphered letter would be lit up on the lamp board. The mechanism consisted of a series of interchangeable rotors which rotated every time a key was pressed to keep the cipher continuously changing. This, combined with the plug board at the front of the machine where pairs of letters were transposed resulted in offered 159 million million million possible settings to choose from which the Germans believed made Enigma unbreakable.

This example is one of a batch of 540 Enigmas supplied to Nachrichten-Geratlager, Berlin Templehof, Ringbannstrasse 9.



5 (detail)



5 (detail)



5 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

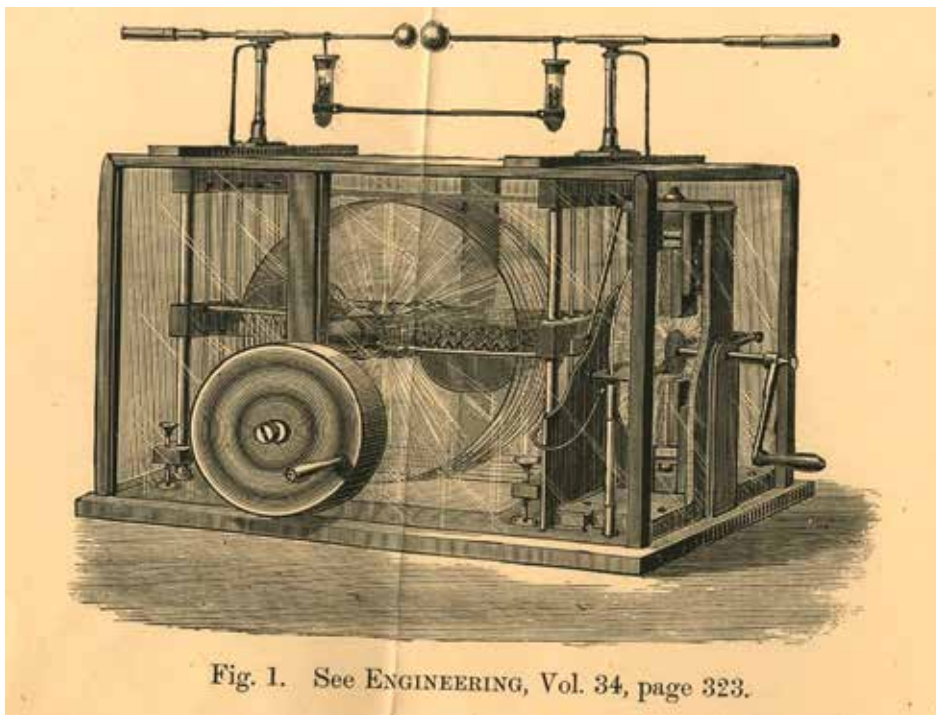


5



5 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



6 (illustration)

6 TP

A RARE TWELVE-PLATE WIMSHURST ELECTROSTATIC GENERATOR, ENGLISH, CIRCA 1885,

the twelve glass plates rotating in paired alternate directions, in glazed and mahogany framed cabinet with winding wheel at the front and surmounted by adjustable spark gap, sold with this lot is a loan document from the Hartley University a reprint from Engineering May 1st 1885 illustration a similar machine and a note from the vendor relating to the provenance 48in (122cm) x 36in (92cm) x 33in (84cm)

£8,000 - 12,000

€9,100 - 14,000

US\$11,000 - 16,000

Provenance:

According to the vendor, this machine was made by James Wimshurst in about 1885 and was loaned to the Paris Exposition and subsequently loaned to the Hartley University Southampton. It was recently returned to the great great granddaughter of James Wimshurst and later entered into an auction where the current owner bought it and met the lady who have him this information.

History:

London born electrical engineer and son of a shipbuilder, James Wimshurst FRS (1832-1903) began his education at Steabonheath House, London.

After apprenticing at the Thames Ironworks, under James Mare until 1853, Wimshurst spent the majority of his professional career working within the shipping industry as a shipwright. However, in his leisure he keenly experimented with electrical influence machines, meaning a machine consisting of a winch, which when turned amassed to static electricity, building extensive workshops at his home in Clapham.

Through his interests, Wimshurst began to recreate existing generators, such as those by Wilhelm Holtz, August Toepler and J. Robert Voss and modifying them with his own contemporary improvements. These previous models had a tendency to switch their polarity and were in general less efficient. Wimshurst rectified this

defect creating the 'Holtz- Wimshurst machine'. His machines however not only provided scientific benefits, but the sparks created were also a source of visual entertainment, providing colourful delights for Wimshurst's social gatherings alongside dancers, feasting and cards.

Throughout the 1880's he continued to develop and modify his creations, producing his own versions of the generators, such as the 'Duplex Machine', and 'Cylindrical Machine'. His improvements to the electrostatic generator led to his device being widely referred to as the 'Wimshurst Machine'. The apparatus consisted of two circular plates rotating in opposite directions, with metallic conducting sectors on the outer surfaces. Its superiority lay in its self-charging nature and robustness under all atmospheric conditions.

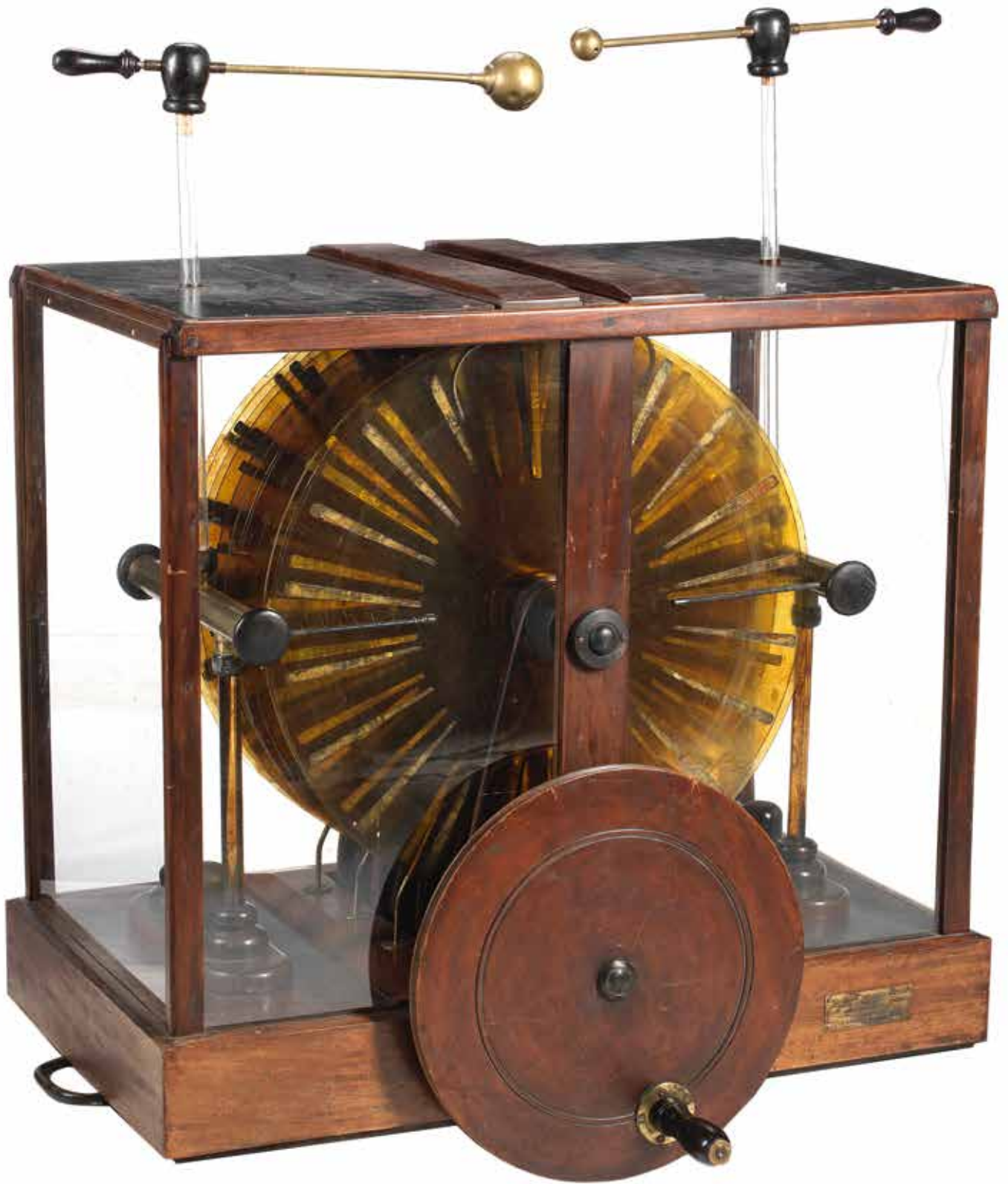
One of the largest Wimshurst Machines was built in 1885, with varnished glass disks measuring 7 feet (2.13m) in diameter and resided in the Science Museum of South Kensington, London, until 1931, when it was transferred to the Museum of Science and Industry, in Chicago, USA.

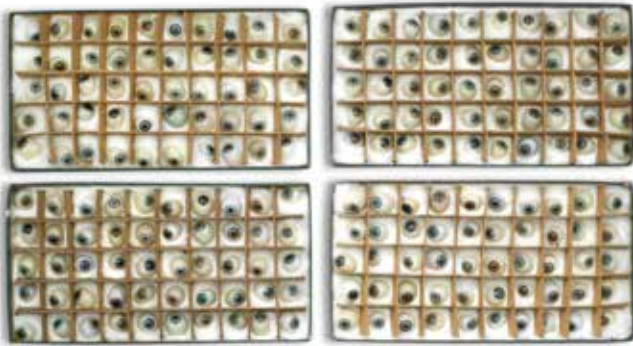
Wimshurst's research progressed, creating a machine that generates high- tension alternation currents in 1891 as well as in 1896 when his multiple disk, eight plate influence machine lent itself to the purpose of medical science as a Roentgen ray generator for radiography and electrotherapy.

His devotion to his work and its new purpose in the advances of medical science was recognised firstly in 1898 when he was made Fellow of the Royal Society in 1898 and later elected a member of the Institute of Electrical Engineers in 1889.

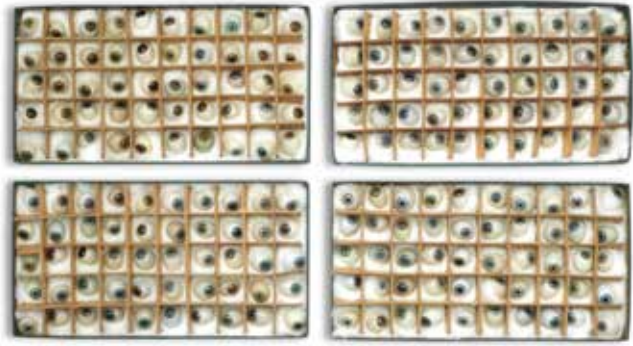
Wimshurst is believed to have created 90 electrical influence machines throughout his lifetime, many of which were presented to scientific friends, such as the Charing Cross Hospital, the Royal Institute and the Royal Society.

Regretfully Wimshurst did not patent any of his machines, leading to numerous devices being presented to the market in his name, which he had no authority in the regulation of design or construction of those which he felt were inferior to his own machines.

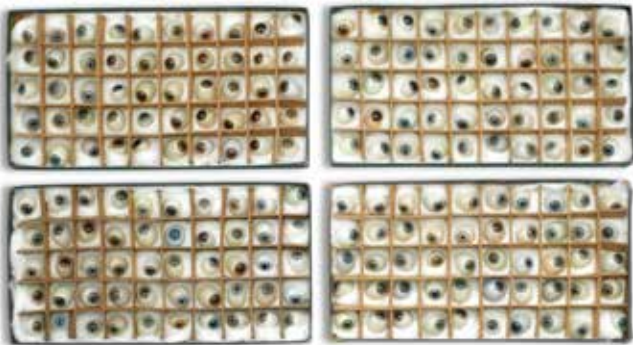




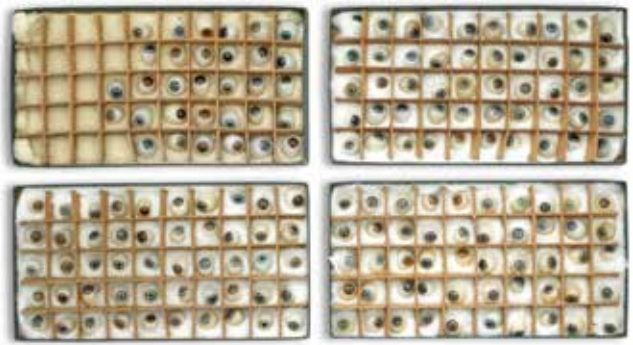
7



9



8



10

7

A COLLECTION OF APPROXIMATELY 200 ARTIFICIAL GLASS EYES, ENGLISH, LATE 19TH CENTURY

comprising of four fitted boxes housing 50 glass eyes, each of the ocular prosthesis of different colours and shapes, one of the boxes labelled *R. Snellen L. Brown*, two labelled *R.S.N.* and one *R.S.H BR* each case 13in (33cm) x 7in (18cm) (4 boxes)

£1,500 - 2,000
€1,700 - 2,300
US\$2,000 - 2,700

8

A COLLECTION OF APPROXIMATELY 200 ARTIFICIAL GLASS EYES, ENGLISH, LATE 19TH CENTURY,

comprising of four fitted boxes housing 50 glass eyes, each of the ocular prosthesis of different colours and shapes, one of the boxes labelled *R. Snellen*, another labelled *R. Snellen D. Brown*, each case 13in (33cm) x 7in (18cm) (4 boxes)

£1,500 - 2,000
€1,700 - 2,300
US\$2,000 - 2,700

9

A COLLECTION OF APPROXIMATELY 200 ARTIFICIAL GLASS EYES, ENGLISH, LATE 19TH CENTURY,

comprising of four fitted boxes housing 50 glass eyes, each of the ocular prosthesis of different colours and shapes, two of the boxes labelled *R. Snellen*, each case 13in (33cm) x 7in (18cm) (4 boxes)

£1,500 - 2,000
€1,700 - 2,300
US\$2,000 - 2,700

10

A COLLECTION OF APPROXIMATELY 181 ARTIFICIAL GLASS EYES, ENGLISH, LATE 19TH CENTURY

comprising of four fitted boxes housing 50 glass eyes, one housing only 31, each of the ocular prosthesis of different colours and shapes, one of the boxes labelled *L. Snellen Grey*, each case 13in (33cm) x 7in (18cm) (4 boxes)

£1,200 - 1,800
€1,400 - 2,000
US\$1,600 - 2,400



11



12

11

A THOMPSON & CAPPER HOMEOPATHIC CHEST, ENGLISH, MID 19TH CENTURY,

with drawer at the front opening to two ceramic ointment jars and hinged lid opening to a series of homeopathic medicine phials, 15 in (38cm)

£600 - 800

€680 - 910

US\$810 - 1,100

12

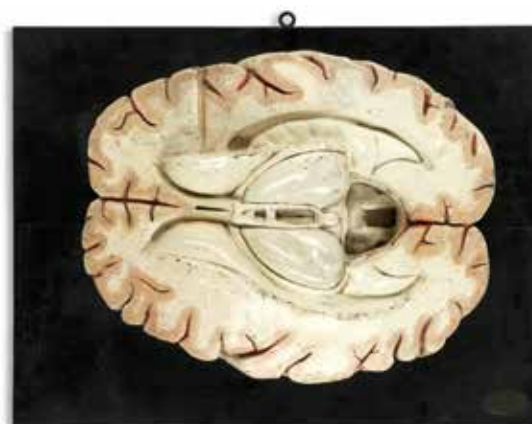
TWO MEDICINE CHESTS, ENGLISH, CIRCA 1830,

one brass bound with hinged lid opening to fourteen medicine bottles, and drawer in the base. The other incomplete. *The largest when closed 8in (20cm) wide*

£600 - 800

€680 - 910

US\$810 - 1,100



13

13

THREE PAINTED PLASTER MODELS OF A SECTIONED HUMAN BRAIN, FRENCH, SECOND QUARTER OF THE 19TH CENTURY,

with plaque lettered *Manufacture de materiel pour les sciences naturelles Emile Deyrolle 23 Rude de la Monnaie Paris*, each mounted on rectangular wooden bases, 20 1/2in (52cm) wide (3)

£1,200 - 1,800

€1,400 - 2,000

US\$1,600 - 2,400



14

14

AN RARE SMALL-SIZE JESSE RAMSDEN BRASS SEXTANT, ENGLISH, CIRCA 1792,

signed Ramsden London, with bevelled -2 -0 -145 degree scale and vernier with tangential screw adjustment to the index arm, lacking magnifier, complete with telescope, two coloured filters, horizon glass and index mirror, 4in (10cm) radius

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,000

An interesting instrument from Ramsden's later period, this is one of the smallest of his known sextants. According to Piazzzi, Ramsden made sextants from 15 inches radius down to 1.5 inches, but very few of the smaller sizes are known. A 5.25 inches radius instrument employing a similar simple crossed-strut frame however is conserved in the Royal Museums of Greenwich (see Morzer Bruyns, 173 N° 150). Particularities of the present instrument are its lack of shades for the horizon mirror, the removable index shades, the absence of a handle or provision for attaching one or otherwise mounting the instrument, and the use of Peter Dollond's 1772 extended lever and rising piece for adjusting the horizon glass. The small size of the instrument and these peculiarities suggest that it may have been intended for non-marine use, but since it is currently without parallel in the corpus of Ramsden's sextants, there can only be speculation as to what this use might have been.

Jesse Ramsden FRS (1735 – 1800) was one of the leading manufacturers of scientific instruments in the latter part of the eighteenth century, apprenticed unusually late to the industry at the age of 21, to Mark Burton, mathematical instrument maker in Denmark Street, in the Strand. Ramsden had previously been apprenticed to a cloth worker, although abandoned this trade when he apprenticed himself to Burton in 1756.

Swiftly gaining a reputation, Ramsden began trading under his own name by 1763. It was at this time that he developed a life long association with the Dollond family. Ramsden was undoubtedly influenced by and learnt from John Dollond, who had famously invented and patented 'the achromatic lens'. When Ramsden married Dollond's daughter, Sarah, he

subsequently acquired a profitable share in this patent. Opening a shop in Haymarket, near Little Suffolk Street, Ramsden traded under the sign of the Golden Spectacles

Ramsden was pioneering and forward thinking in his inventions, tackling his projects with the mindset of an engineer seeking exactitude through mechanical precision as opposed to pure draughtsmanship. It was this mentality that led him to develop his first dividing engine in 1767, which meant that instruments such as sextants could be produced with accurately divided scales, cheaply and in a larger volume. At a time where astronomical research for the purposes of navigation was at the forefront of Britain's Maritime ambitions, Ramsden's advances allowed sextants to be affordable and portable.

Having moved his premises in 1773, to 199 Piccadilly, alongside St James's Church, Ramsden expanded this location in 1780, where he employed a workforce of 60 men. By 1789, it is thought that Ramsden had sold more than 1000 sextants. With associations and customers, such as Matthew Boulton of Birmingham, the Duke of Marlborough, and he supplied navigational instruments for Captain Cook's voyages in the Great Southern Oceans. Ramsden was recognised as a Fellow of the Royal Society in 1786 before being awarded the Copley medal in 1795 for his inventions.

He died in 1800, when his foreman Matthew Berge continued to trade and complete unfinished commissions until his own death in 1819. Ramsden's estate passed to his only surviving son, a commander in the East India Company's navy.

Literature:

Letter from Piazzzi to Lalande 'on the instruments of Ramsden' in Jérôme de la Lande, *Description d'une machine pour diviser les instruments de mathématiques* par M. Ramsden...traduite... par M. de la Lande, Paris 1790.

W. F. J. Morzer Bruyns, *Sextants at Greenwich...*, Oxford & Greenwich 2009.

McConnell, Anita, 2007, '*Jesse Ramsden (1735 – 1800) London's Leading Scientific Instrument Maker*', Hampshire, Ashgate Publishing Ltd.



15



16



16 (detail)

15

A BRASS UNIVERSAL EQUINOCTIAL RING DIAL, ENGLISH, EARLY 18TH CENTURY,

the meridian ring engraved with latitude scale 90-0-90 degrees, reverse with scale for determining solar altitude and zenith distance, equinoctial ring with obverse engraved with hour scale in Roman numerals, central bridge with pin-hole sliding over calendar and zodiac scales, with suspension ring, 6in (15.2cm) diameter

£800 - 1,200

€910 - 1,400

US\$1,100 - 1,600

16

AN EDMUND CULPEPER BRASS UNIVERSAL EQUINOCTIAL RING DIAL, ENGLISH EARLY 18TH CENTURY,

signed Edm Culpeper Fecit, the meridian ring engraved with latitude scale 90-0-90 degrees, reverse with scale for determining solar altitude and zenith distance, equinoctial ring with obverse engraved with hour scale in Roman numerals, central bridge with pin-hole sliding over calendar and zodiac scales, with suspension ring, 6in (15.2cm) diameter

£1,200 - 1,800

€1,400 - 2,000

US\$1,600 - 2,400

Edmund Culpeper (1670 – 1737) was apprenticed into the Grocer's Company to Walter Hayes, engraver and mathematical instrument maker of Moorfields London in 1684. By 1700, Culpeper had taken over his master's shop and continued to trade under the sign of the crossed daggers, in Moorfields.

Culpeper is perhaps more commonly remembered for his contribution to optical instruments, in particular microscopes. A compound tripod microscope was named after him, although it is unclear whether he was the original inventor. He is associated with popularising two key elements of microscope design, the sub-stage mirror and the tripod microscope. Culpeper was making the screw-barrel microscope, of James Wilson's design, from 1700.

He boldly advertised in 1710 his services in microscopes as being broad in selection, with a variety second to none in the industry.

In addition, Culpeper was highly acknowledged for producing mathematical instruments in silver, brass, ivory and wood, with particular skills in the engraving of scales, dials, and sectors. We know of a memorial brass engraved by his hand in 1694, for a Dorothy Williams, in Pimperne church, Dorset. Curiously, he only became a freeman in 1714, reporting to take an apprentice the following day.

By 1737, the year in which Culpeper died, he was noted as trading 'near the Royal Exchange, Cornhill'. Following his death, his son followed his father into the trade.



17



18



17 (detail)



19

17
**A W WATSON & SONS VAN HEURCK
"THE GRAND MODEL" COMPOUND
MONOCULAR MICROSCOPE, ENGLISH,
CIRCA 1910,**

*signed W.WATSON & SONS, 313 Hifg
Holborn, LONDON, the lacquered and
anodized brass instrument with dual focusing
adjustment by rack and pinion, fine focusing
by calibrated brass wheel and long lever,
triple nosepiece, square stage on rotating
circle of degrees, sub-stage condenser and
plano/concave reflector, on tripod base, in
mahogany case with six objectives and two
oculars, the microscope 15in (38cm) high*

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 2,000

18^{*}
**A MORITZ PILLISCHER COMPOUND
MONOCULAR MICROSCOPE, ENGLISH,
CIRCA 1860,**

*signed Pollischer London No. 402, the
stand of Lister-limb construction with rack
and pinion focusing and mechanical stage,
in mahogany case with ocular and two
objectives, the microscope 13in (33cm) high*

£400 - 600
€450 - 680
US\$540 - 810

19
**A HENRY CROUCH COMPOUND
BINOCULAR MICROSCOPE, ENGLISH,
LATE 19TH CENTURY,**

*Henry Crouch London, no. 1773, of standard
form in fitted mahogany case with three
oculars, four objectives, bench condenser,
analyser, wheel-stops, together with a pine
case of microscope slides and a copy of
The Microscope by the Hon. Mrs Ward, the
microscope 15in (38cm) high*

£500 - 800
€570 - 910
US\$680 - 1,100



20

20 Y Φ

**A FINE G F BRANDER MICROSCOPE
COMPENDIUM, GERMAN, MID 18TH
CENTURY,**

*signed G.F.Brander Aug[ustorum]
Vind[elicorum] fecit*, the white chamois lined
fruitwood case fitted with standard Brander
pattern compass microscope with turned
ivory handle, a turned ivory compound
monocular microscope and a brass screw-
barrel microscope with turned ivory handle,
and an ebony and brass mounted scioptic
ball set in a mahogany shutter mount;
accessories include eleven objectives, a pair
of tweezers, four brass wing-nuts for fixing
the shutter panel, stage mounts and a set of
six specimen slides in marbled paper covered
case, the case 16in (40.5cm) wide

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 40,000

Literature:

Alto Brachner (ed), G.F.Brander (1713-1783)
Wissenschaftliche Instrumente aus seiner
erkstatt, Munich 1983



20



22 (constructed)



22



21



23

21

A W & S JONES "MOST IMPROVED" SIMPLE AND COMPOUND MICROSCOPE, ENGLISH, EARLY 19TH CENTURY,

W & S JONES, 135 Holborn London, on standard "Most Improved" design in fitted mahogany case with three wing stage, fish plate, three lieberkuhns, cone and stage forceps, when erected 17in (43cm) high

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 2,000

For similar microscope, see G L'E Turner, *The Great Age of the Microscope*, cat. no. 39

22

A RARE BENJAMIN MARTIN TYPE COMPOUND MONOCULAR MICROSCOPE, ENGLISH, CIRCA 1780,

with square section pillar and folding tripod base supporting a cross beam and compound tube with course focusing by slide and securing screw and fine focusing by milled screw, in green velvet lined and fish skin covered case fitted with five numbered objectives, two Lieberkuhn's, spring stage, fish-plate and set of bone mounted slides, microscope 12in (30.5cm) high, case 10 1/4in (26cm) wide

£6,000 - 9,000
€6,800 - 10,000
US\$8,100 - 12,000

23 *

A SMITH & BECK COMPOUND BINOCULAR MICROSCOPE, ENGLISH, MID 19TH CENTURY,

signed Smith & Beck 6 Coleman St London 1301, with rack and pinion and calibrated screw focusing, dual adjustment to the eyepieces, on tripod stand and in mahogany case with five oculars, five objectives, bull's eye condenser, polariser, wheel of stops and other accessories, 15in (38cm) high

£800 - 1,200
€910 - 1,400
US\$1,100 - 1,600

24

**A NEGRETTI & ZAMBRA BRASS
COMPOUND BINOCULAR MICROSCOPE,
ENGLISH, LATE 19TH CENTURY,**

signed Negretti & Zambra London, the Ross-pattern stand with mechanical stage, plano/concave reflector, in fitted mahogany case with glass door and a comprehensive number of accessories including eight oculars, 1/12, 1/4, 1/2 and 1 inch objectives, polariser, rotating prism, wheel of stops, bench and stage condensers, parabolic reflector and live box, the microscope 17in (43cm) high

£1,500 - 2,500
€1,700 - 2,800
US\$2,000 - 3,400



25 TP

**A THOMAS MORTON 6-INCH
GREGORIAN REFLECTING TELESCOPE
ON STAND, SCOTTISH, MID 19TH
CENTURY,**

the brass and mahogany bound tube with replaced primary and original secondary reflectors, focusing to the secondary reflector by long shank and screw, supported by two brass columns above rotating circular base, raised on three turned mahogany columns and three cabriole legs, length of tube 38in (97cm)

£8,000 - 12,000
€9,100 - 14,000
US\$11,000 - 16,000

This instrument is not signed but is similar in design to the 5-inch reflector in the collection of the National Museum of Science which is fully signed.

Thomas Morton's interest in telescope construction led him to study astronomy. In 1818, he built an astronomical observatory in Kilmarnock, furnished with instruments which he had made, and which was open to the public.

25



24



26

26 TP

A LARGE PAIR OF NIKON POLISHED STEEL AND BRASS BINOCULARS ON STAND, JAPANESE, MID 20TH CENTURY,

signed 20 x 3 Nikon No. 4120280, with screw focusing to the eyepieces, large shades to the objectives, mounted in a trunnion on adjustable tripod, eyepiece to end of shade, 29in (74cm)

£3,000 - 5,000
€3,400 - 5,700
US\$4,000 - 6,700



27

27 *

A 2-INCH BRASS REFLECTING TELESCOPE ON STAND, ENGLISH, LATE 18TH CENTURY,

the leather-bound tube with focusing to the secondary reflector by long shank and screw, supported in a bracket and two wing nuts above joint, turned brass column and folding tripod base, in original oak case, length of tube 14in (36cm) long

£2,000 - 3,000
€2,300 - 3,400
US\$2,700 - 4,000



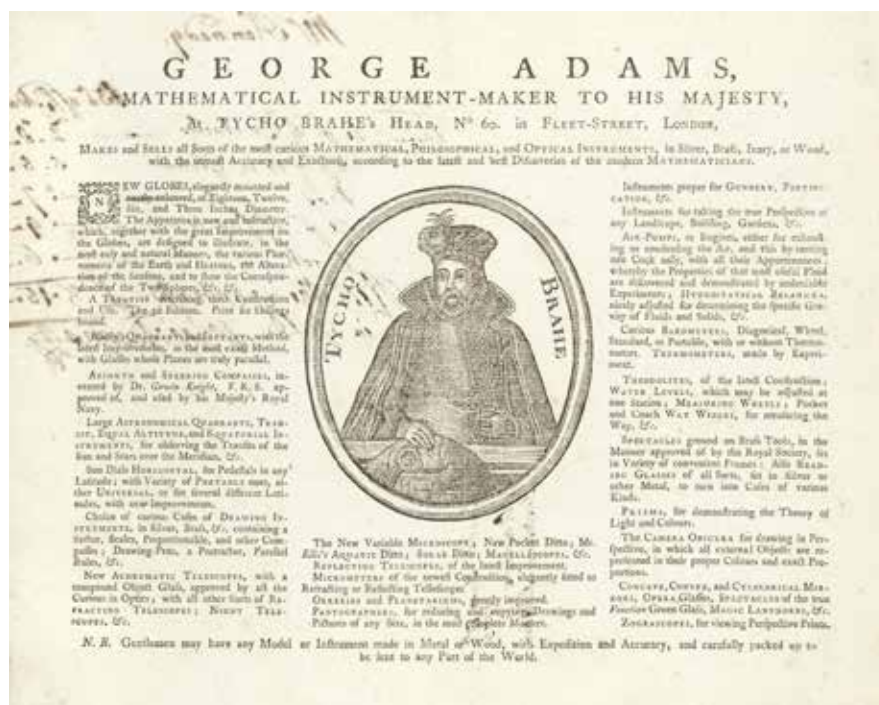
28

28 TP

A 3 1/2-INCH BRASS REFRACTING TELESCOPE ON STAND, ENGLISH, THIRD QUARTER OF THE 19TH CENTURY,

the tube with star-finder mounted in parallel, focusing by rack and pinion, supported on tapering column and strut above folding tripod base, in fitted mahogany case with three eyepieces, objective shade and ocular together with separate floor standing mahogany tripod, length of tube 49in (126cm) long

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 2,000



29 (Illustration)

A PRIVATE COLLECTION OF GEORGE ADAMS SCIENTIFIC INSTRUMENTS

George Adams

Instrument maker to King George III, George Adams Senior (b.1709-d.1772) is notably linked to some of the finest scientific and mathematical instruments of the 18th Century.

Beginning his career as an apprentice in the Grocer's Company to mathematical instrument maker, James Parker in 1724, Adams was later turned over to Thomas Heath in 1726, for the remainder of his apprenticeship. It was here that he obtained the skills and knowledge of instrument making, which he continued to develop throughout his entire life. By 1734, Adams had gained his freedom and started a business of his own in Fleet Street, Shoe Lane, adopting the sign of Tycho Brahe's head. The business later moved premises to the corner of the entrance to Racquet Court in 1738, taking the sign with it.

By the 1740's Adams expanded into the construction of orreries. Previously, Adams instrument production of items such as quadrants could be constructed relatively quickly and frequently, however this new focus of orreries, allowed Adams to provide elaborate individual pieces to be bought by wealthy patrons, in keeping with the 18th Century custom of exhibiting wealth and knowledge or by high class educational establishments, such as the Watts Academy.

With a rising interest surrounding microscopes in the educated society, and many of his competitors publishing works on the topic, Adams' attentions were further turned to microscopes, advertising in 1743, 'A New Portable Microscope'. Adams' 1746 publication *Micrographia Illustrata*, or the microscope explained, catalogued in explanatory terms several new inventions and their purposes. In a century of exploration and scientific development, this manuscript surely signifies and documents Adams contribution to the advances of instrument invention and making. Over the next few years Adams introduced numerous new inventions to the market, such as 'a new sea quadrant' in 1748, and with his growing prestige, George Adams was appointed Instrument Maker to both his Majesty's Office of Ordinance and the Royal Mathematical School that same year.

Adams held this post with the Office of Ordinance for the next twenty-four years, until his death, completing hundreds of orders and repairs

for the Office. From 1756 and 1763 alone, Adams bills indicate a total value of instruments commissioned summing to an excess of £1700, which included government orders, amongst others for surveying instruments and demonstrational equipment for the Royal Military Academy in Woolwich.

This reputation continued with his association with The Prince of Wales, who would later become King George III, appointing Adams as his mathematical instrument maker in 1756. Naturally following the death of George II, in 1760 Adams thus became mathematical instrument maker to George III. Adams workshop saw the introduction of new instruments throughout this period, such as a trunnion-mounted microscope and an architectonic sector.

In 1766, Adams launched new 18in and 12in globes, accompanied by a Treatise outlining their purpose and construction.

Surprisingly, it appears that Adams only patented one instrument, applying jointly with a Richard Jack, 'Teacher of Mathematics', in 1748. In the absence of diagrams and clarifying details, we know of this instrument being documented as 'A New Refracting Telescope, and A Sea Quadrant'. Advertisements of the time, boasted 'The Magnifying Power of this Telescope greatly exceeds that of any other of the common Sort'. This statement was controversially disputed at length by an optician by the name of Francis Watkins in the same publication 'General Advertiser' a few days later.

Adams influence and arguable monopoly over his industry is further supported by relatively recent sources, showing Adams had begun to take commissions from East India Commanders as early as 1735 or 1736, although these are sadly not recorded in the company's books.

Over Adams' last few years, he published several publications on the topic of globes and microscopes, including his fourth edition of his *Micrographia Illustrata* in 1771.

Ensuing Adams' death in 1772, the Fleet Street business was initially continued by his widow Ann for a short time alongside his son George Adams Junior (1750–1795), who had apprenticed under his father.



30



32



33

29

A GEORGE ADAMS TRADE LABEL,

signed and dated 1775, printed with a portrait of his shop sign, Tycho Brahe's Head, the reverse with manuscript invoice to a Mr Kennedy for 4 pairs of spectacles, a pair of 12 inch globes, box, pair of covers and a book totalling £8 15 shillings and signed Geo Adams and dated June 17th London 1775, in modern Perspex cover, label size 8 1/2in (21.5cm) x 10 1/2in (26.5cm)

£500 - 800

€570 - 910

US\$680 - 1,100

30 Y Φ

FOUR GEORGE ADAMS SPY GLASSES, ENGLISH, CIRCA 1770,

all signed, all with turned ivory elements, three with brass drawers, the fourth with silvered drawer and tortoiseshell outer cover, one cased, the largest extended length 3 3/4 in (9.5cm) (4)

£600 - 800

€680 - 910

US\$810 - 1,100

31 Y Φ

THREE GEORGE ADAMS SPY GLASSES, ENGLISH, MID 18TH CENTURY,

each stamped G ADAMS LONDON, each with turned and ebonised ivory eyepieces, tooled leather drawer, shagreen covered outer tube and in original cylindrical carrying case, the largest un-extended length 3in (7.5cm) (3)

£1,200 - 1,800

€1,400 - 2,000

US\$1,600 - 2,400



31



34

32 Y Φ

THREE GEORGE ADAMS SPY GLASSES, ENGLISH, CIRCA 1760,

all signed, two with brass drawers, the third with silver drawers and Prince of Wales feathers and Royal arms, two cased, the largest extended length 3 1/2 in (9cm)

£450 - 650

€510 - 740

US\$610 - 880

33

THREE GEORGE ADAMS SPY GLASSES, ENGLISH, CIRCA 1770,

each signed Adams London, each with six gilt-brass drawers, two with engine-turned brass outer tube, the third with bouis durci moulded cover, the largest extended length 4in (10cm) (3)

£400 - 600

€450 - 680

US\$540 - 810

34

THREE GEORGE ADAMS SPY GLASSES, ENGLISH, CIRCA 1770,

two signed Adams Fleet Street London, the third unsigned but with Royal arms and Prince of Wales feathers, two with six silvered drawers and black enamel outer tube covering, the third with gilt-brass drawers and shagreen outer tube covering, two cased the largest extended length 3 1/4 in (8.3cm) (3)

£500 - 700

€570 - 790

US\$680 - 940



35



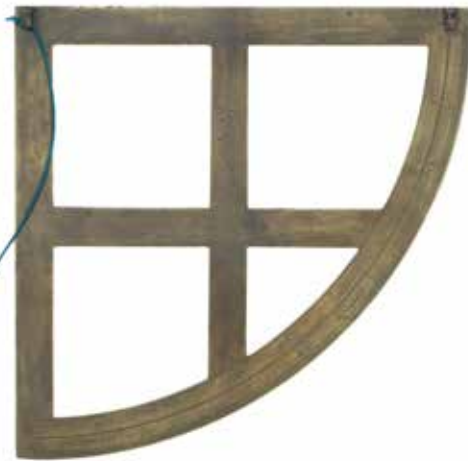
37



35



37 (detail)



36



38

35

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

signed G. Adams London, with eight brass drawers and outer tube Japanned with flower and leaf decoration, *extended length 28 1/2in (73cm)*

£500 - 800
€570 - 910
US\$680 - 1,100

36

A GEORGE ADAMS HORARY QUADRANT, ENGLISH, MID 18TH CENTURY,

signed G ADAMS 60 Fleet Strt. LONDON, the brass frame engraved with double 90 degrees scale and plumb-bob on modern Perspex stand, *9in (23cm) wide*

£1,500 - 2,000
€1,700 - 2,300
US\$2,000 - 2,700

37

A GEORGE ADAMS 1 INCH SILVER PLATED REFRACTING TELESCOPE, ENGLISH, CIRCA 1760,

signed Adams Fleet Street London, the eye-piece with Royal crest and Prince of Wales feathers, three silver-brass drawers and mahogany bound tube, *14in (35.5cm) long*

£400 - 600
€450 - 680
US\$540 - 810

38

A GEORGE ADAMS BRASS MARINE STATION POINTER, ENGLISH, MID-18TH CENTURY,

signed G. Adams London, the brass rule mounted with 180 degree semi-circular scale, with two pointers pivoted at the centre, complete with securing screws, in cloth-lined shaped oak case, *the instrument 24in (61cm) wide*

£600 - 900
€680 - 1,000
US\$810 - 1,200



39



40



39 (detail)



40

39

A LARGE IMPORTANT GEORGE ADAMS BRONZE HORIZONTAL SUNDIAL, ENGLISH, 1750,

signed G. Adams at No. 60 Fleet Street London. Instrument Maker to his Majesty K.G. IIIrd, the circular dial of green patina and well-engraved with compass rose and thirty-two point wind rose, calendar scale and hour and minutes scale, the shaped gnomon for latitude 50 degrees 33 minutes, 15 3/4 in (40cm) radius

£2,500 - 3,500
€2,800 - 4,000
US\$3,400 - 4,700

This dial would have been made for use in England as the signature would have been "King George III of Great Britain" had it been for overseas use rather than abbreviated signature on this example. The latitude suggests a location in Devon or Cornwall.

An almost identical sundial is located on the terrace of Culzean Castle in Ayrshire former home of the Marquess of Ailsa.

Literature:

John R. Millburn, *Adams of Fleet Street: Instruments makers to George III*, Aldershot, 2000

40

A GEORGE ADAMS BRONZE HORIZONTAL SUNDIAL, ENGLISH, MID 18TH CENTURY,

signed G ADAMS LONDON, probably made for the British embassy in Jamaica for latitude 18 degrees, the square bronze dial engraved with cardinal compass points, hour scale with Roman numerals, minute scales in Arabic numerals and mounted with shaped gnomon, 10in (25.5cm) square

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 2,000

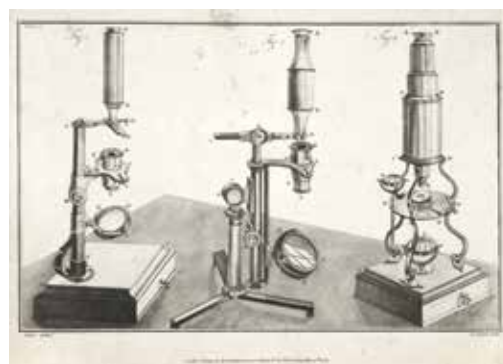
For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



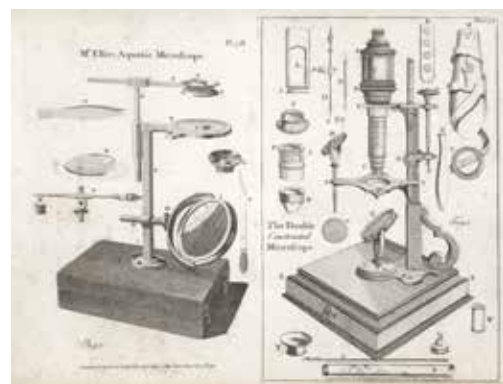
41 (page)



42 (page)



43 (page)



43 (page)

41*

ADAMS (GEORGE)

Micrographia illustrata, or, The Knowledge of the Microscope Explain'd, second edition, engraved frontispiece, 65 folding engraved plates (pl. 64 dust-soiled and short tear at fore-edge), contemporary calf, joints cracked and upper joint working loose [ESTC T53415], small 4to, the Author, 1747

£500 - 700

€570 - 790

US\$680 - 940

42*

ADAMS (GEORGE)

A Treatise describing the Construction, Examining and Use, of New Celestial and Terrestrial Globes, second edition, half title, 14 engraved plates (some folding), collector's inkstamp to title, ownership inscription of George Nash, rebounded [ESTC T53466], 1769; idem, third edition [ESTC T53464], 1772; An Essay on Electricity, third edition, engraved title, 8 folding plates, nineteenth century library bookplate [ESTC T112322], 1787, each with letterpress catalogue of Adams' instruments at end, contemporary calf, rubbed, the Author; and another by Adams, 8vo (4)

£500 - 700

€570 - 790

US\$680 - 940

43*

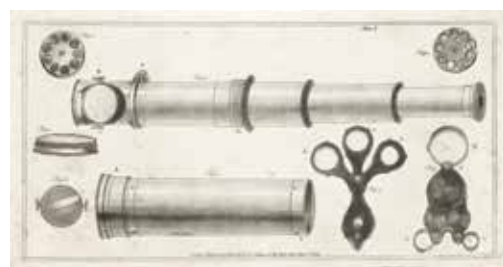
ADAMS (GEORGE)

Essays on the Microscope, 2 vol. including Plates vol., half title to text vol., mezzotint allegorical frontispiece, 32 plates, light spotting, pl. 12 torn reaching into platemark, library duplicate inkstamps to titles, modern buckram, 4to (290 x 225mm.) and oblong folio (270 x 380mm.), the Author, 1787; and another by Adams (3)

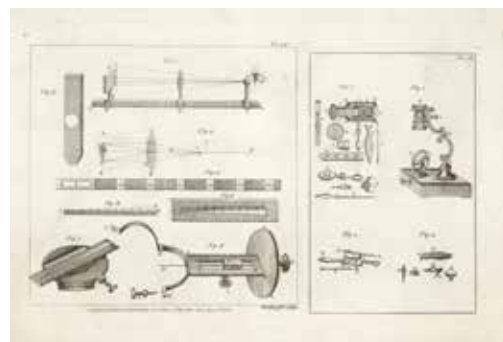
£800 - 1,200

€910 - 1,400

US\$1,100 - 1,600



43 (page)



43 (page)



44



45



45 (detail)



46



46 (detail)

44

A COMPLEX GEORGE ADAMS WAYWISER DIAL, ENGLISH, CIRCA 1750,

*signed G. ADAMS INST MAKE TO HIS MAJESTY FLEET STREET LONDON, the circular silvered dial with twin hands indicating on four scales and lettered *The Roman Figures are Miles The Subdivisions Between them are Furlongs The Next Circle are Poles The Next Circle are Chains & Links Note 8 Furlongs 1 Miles 40 Poles or 220 Yards or 10 Chains 1 Furlong 4 Poles or 100 Links 1 Chain 16 1/1 Fleet of 5 1/2 Yards 1 Pole 7 92/100 Inches 1 Link, on modern Perspex stand, 7 1/2in (19cm) diameter**

£800 - 1,200

€910 - 1,400

US\$1,100 - 1,600

45 Y Φ

AN UNUSUAL GEORGE ADAMS SURVEYING LEVEL, ENGLISH, CIRCA 1770,

signed G. Adams no. 60 Fleet Street London, the cylindrical brass casing enclosing bubble level with two ivory scales, mounted with open sights and with azimuth adjustment by rack and pinion, supported on brass column and folding tripod base, 17 1/2in (44.5cm) wide

£1,200 - 1,800

€1,400 - 2,000

US\$1,600 - 2,400

46

A RARE GEORGE ADAMS CARRIAGE WAYWISER, ENGLISH, CIRCA 1750,

signed G ADAMS FLEET STREET LONDON, the cylindrical brass case with hinged lid and securing latch opening to silvered dial with two hands indicating distance on 1-10 and 1-100 scales, with external iron revolution counter, on modern Perspex stand 6in (15cm) diameter

£1,500 - 2,000

€1,700 - 2,300

US\$2,000 - 2,700

The instrument would have been mounted on the outside of the carriage with the revolution counter connected to one of the carriage wheels.



48



47

47 Y Φ

A SET OF GEORGE ADAMS SILVER DRAWING INSTRUMENTS, ENGLISH, CIRCA 1770,

signed on the ivory rule ADAMS LONDON, the silver mounted and shagreen covered pocket case fitted with rule, large and small compasses and accessories, 4 1/4in (13.5cm) high

£800 - 1,200
€910 - 1,400
US\$1,100 - 1,600



48 (detail)



49

49 (detail)

49 Y Φ

A SET OF GEORGE ADAMS DRAWING INSTRUMENTS AND SCALES ENGLISH, CIRCA 1770,

three instruments signed, including two ebony and ivory double sided rules, an ivory protractor, an ivory and brass sector, and an ebony and tulipwood set-square, in velvet lined mahogany case with kingwood banding, 13in (33cm) wide

£800 - 1,200
€910 - 1,400
US\$1,100 - 1,600

Provenance:

From the collection of the late Gerard L'E Turner



51 (detail)

51



50 (detail)

50

A FINE GEORGE ADAMS COMBINED BAROMETER, THERMOMETER AND HYDROMETER, ENGLISH, CIRCA 1780,

signed Made by Geo. Adams in Fleet Street LONDON Instrumt. Maker to His Majesty, the mahogany case with ebony lining and large semi-spherical mercury reservoir cover at the base surmounted by thermometer capillary and reservoir with slated brass cover and finely engraved silvered brass scale, above with mercury capillary and silvered scale with vernier, surmounted by hydrometer scale with adjustment and broken pediment with spherical brass finial, 44in (112cm)

£5,000 - 8,000
€5,700 - 9,100
US\$6,700 - 11,000

A catalogue of Adams' instruments appears in the second edition of his *Treatise on globes* which was printed in 1769 and gives a comparison in prices of the various types of barometer offered for sale:

	£ s p
Barometers.....	2 2 0
Ditto, with thermometers.....	2 12 6
Ditto.....	5 5 0
Ditto, with hygrometers.....	5 15 6

51

A RARE GEORGE ADAMS SURVEYOR'S COMPASS FROM THE JAMES WATT COLLECTION, ENGLISH, CIRCA 1760,

signed on the lid 'made by G.ADAMS in Fleet Street Inst. Maker to His Royal Highness the PRINCE OF WALES', the silvered compass rose engraved with eight cardinal points and double degree scale, in brass drum case mounted with four external open sights, two housed in the lid and an additional two housed in the base, on tripod mount and modern Perspex stand, 3 1/4in (8.2cm) diameter

£600 - 800
€680 - 910
US\$810 - 1,100

Provenance:

The James Watt Art & Science sale, Sotheby's, 20th March 2003

James Watt (b.1736-d.1819): a famous engineer, associated with the garret workshop of his home in Heathfield, Birmingham.

Inventories:

Heathfield 1876 from the Watt room - cases 4/6

Literature:

John H. Milburn. *Adams of Fleet Street, Instrument Maker to George III*

50



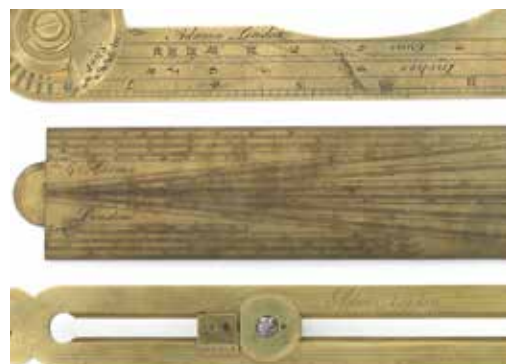
52



52 (detail)



53



53 (detail)

52

A GEORGE ADAMS BRASS CIRCUMFERENTOR ENGLISH, CIRCA 1770,

signed G. ADAMS LONDON, the silvered brass compass rose engraved with eight cardinal points and double degree scale, mounted within brass circle of degrees with two fixed and two sights mounted on pivoted alidad, on modern Perspex stand, 12in (30.5cm) diameter

£1,200 - 1,800
€1,400 - 2,000
US\$1,600 - 2,400

53

A RARE SET OF GEORGE ADAMS DRAWING AND GUNNER'S INSTRUMENTS, ENGLISH, CIRCA 1770,

four instruments signed G. Adams London, the mahogany case with two lift-out trays fitted with dividers, proportional compass, compasses and pens, gunner's calliper, sector, and steel rule, the case 13in (33cm) wide

£3,000 - 5,000
€3,400 - 5,700
US\$4,000 - 6,700



54



54



54



56



55

54

AN EXTRAORDINARILY RARE PRIVATELY COMMISSIONED GEORGE ADAMS SILVER QUILL CUTTER, ENGLISH, CIRCA 1760,

signed G. ADAMS No. 60, Fleet Street, LONDON, of square section with quill cutter mounted in the base, aperture for insertion in the front and U-shaped aperture at the rear for excess quill, operated by key and screw from above, in original shagreen covered case, the cutter 2 3/4in (6.5cm) high

£6,000 - 10,000
€6,800 - 11,000
US\$8,100 - 13,000

55

A GEORGE ADAMS BRASS GUNNER'S CALIPER, ENGLISH, MID 18TH CENTURY,

signed G Adams London, the two brass limbs with steel tips for measuring the diameter on cannon balls and the bore of a cannon, and *Table of the Quantity of Powder for filling the Chambers of Brass Mortars & Howitzer* together with other tables and scales, in original fish skin covered case 6in (15cm) radius

£1,200 - 1,800
€1,400 - 2,000
US\$1,600 - 2,400

56

A GEORGE ADAMS GUNNER'S BRASS INCLINOMETER, ENGLISH, CIRCA 1770,

signed G. Adams, London, the brass rule mounted with quadrant with engraved 90 degree scale, index arm with vernier scale and set with a bubble level, in original shaped oak case, the inclinometer 18in (46cm) long

£600 - 1,000
€680 - 1,100
US\$810 - 1,300

Diam ^r of {	Shot	1.52	1.92	2.42	2.77	3.05	3.49	4.00	4.40	5.04	5.54	6.10	6.66	7.84
		$\frac{1}{2}$	1	2	3	4	6	9	12	18	24	32	42	68
	Shot Gau ^s	$\frac{1}{8}$	1	2	3	4	6	9	12	18	24	32	42	68
		196	246	282	310	355	406	447	512	565	620	679	798	
Brass Mortars		15 Inch	10 Inch	8 In	6 In	4.5 In	Brass Howitzers		10 In	8 In	5.6	4.5		
Service		Sea Land	Sea Land	Land Land	Land Land	Land	Length F ^t In		3 11½	3 1	2 2½	1 10		
Length F ^t In		5 3 5 8	4 8 2 9	2 2 1 4	1 1½	W ^t C. Q ^r #		25 3 0	19 3 0	4 0 4	2 1 8			
W ^t C. Q ^r #		82 0 0	25 0 11	33 0 0	10 2 0	4 1 0	1 1 8	Proof		7 0	3 8	1 0	0 8	
Powder/Proof # Oz		30 0 9	8 12 8 3	14 2 0	0 9 0 4½	Powder/Scaling # Oz		0 10	0 8	0 4	0 2			
For Shells # Oz		10 4 10 4	4 5 4 5	2 12 1 0	1 7	For Burst Shells		2 14	1 14	0 11	0 8			
W ^t of Shells empty #		197	197	93	93	45½	15	W ^t of Shells empty #		93	45½	16	8	
Range at 45 Yds		2100	2100	3800	1900	1700	1200	Range at 45 Yds		3000	2000	1400	1200	
Iron Mortars		15 In.	10 In.	Small Arms		Diam ^r Shot for Proof		Shot for Service		Powder				
Length F ^t In		4 4		Length W ^t Bore		N ^o In Diam		W ^t N ^o In Diam		W ^t Proof Serv				
W ^t C. Q ^r #		300 0		F ^t In # Oz		In ³ 1½ In ³ Oz		Dr ³ 1½ In ³ Oz		Dr ³ Oz				
Proof # Oz		8 8 8 4	Wall Piece	4 6 35 2 1 0 5½		94 2 14 54 6		90 2 10 66 2 8 10						
Powder/Scaling # Oz		0 8 0 4	Musquet	3 6 11 8 0 8 11		75 1 7 27 14½		70 1 1 65 0 5½ 6						
For Shells # Oz		10 4 4 5	Carbine	3 1 8 0 0 7 17		65 0 15 06 20		61 0 12 90 0 8 54						
Burst Shells # Oz		6 19 2 14	Pistol	1 0 3 0 0 6 28		55 0 9 14 34		51 0 7 53 0 6 3						
Range at 45 Yds		1800	1600	Geo Adams London										

57

[illegible]

57

A RARE GEORGE ADAMS BRASS GUNNER'S RULE, ENGLISH, CIRCA 1770.

signed Geo. Adams London, the rectangular rule well engraved on both sides with various tables for determining the amount of powder needed for various brass and iron guns and carronades, brass and iron mortars, wall pieces, muskets, carbines and pistols. Lettered *In the Table of Brass Guns G.D.* signifies *Genl. Desagulieus*. To find the No. of Shot in a square or oblong Pile from 3 times the longest side sub. the shortt. $1 \times$ by the shortt. that Product x by shortt. $+1$ & Divided by 6 = the No. in the Pile. $8 \frac{1}{2}$ in (21.5cm) x 2 $3 \frac{1}{4}$ in (7cm)

£2,500 - 3,500
€2,800 - 4,000
US\$3,400 - 4,700

Lieutenant- General Thomas Desaguliers FRS (1721 -1780) began his military career in 1740, enrolling as a cadet in the Royal Regiment of Artillery. Over the next few years, he was steadily promoted, until exactly five years later to the day, he was promoted to Captain.

Following his return from service in Flanders and the battle of Fontenoy, Captain Desaguliers was made chief fire master at the Woolwich Arsenal in 1748, a post which he maintained until his death in 1780.

As the first scientific maker of cannon and first regular investigator into the powers of gunnery in the English army, Desaguliers was able to test his ideas and improvements in siege artillery on a larger scale in 1761 when he accompanied the expedition to the island of Belleisle.

Upon his return, Desaguliers devoted the rest of his life to his experiments, greatly assisting the British military. He is remembered particularly for his invention of a method in which to fire small shots from mortars and some of the earliest experiments with rockets.

He brought a refreshing approach to the art of cannon making and gunnery, reflected through his election as a Fellow of the Royal Society, shortly before his death in 1780, by which point he had reached a ranking of Lieutenant- General.



58



(detail)



59



59 (detail)

58
A LARGE PAIR OF GEORGE ADAMS BRASS GUNNER'S CALIPERS, ENGLISH, MID 18TH CENTURY,
signed G Adams, No 60 Fleet Street, LONDON, the two brass limbs with steel tips, engraved with various numeric and metallic symbols for calculating the bore of cannon and trajectory, 21 1/2in (54.5cm) radius

£1,200 - 1,800
€1,400 - 2,000
US\$1,600 - 2,400

59 ^Y ^Φ
A GEORGE ADAMS BRASS PANTOGRAPH, ENGLISH, MID 18TH CENTURY,
signed G Adams, No 60 Fleet Street, LONDON, the four brass limbs, two engraved with non-linear scales, raised on five ivory wheels, in fitted mahogany case with set of accessories, the case 30 1/2in (77.5cm) wide

£600 - 800
€680 - 910
US\$810 - 1,100

The pantograph is a convenient drawing instrument for copying the outline of a drawing to make it either larger or smaller than the original. Up to twenty-fold enlargement or reduction may be obtained.

See Adams, G., *Geometrical and Graphical Essays*, 1813, 4th edn., pp 363-6 and pl. 31, fig 19



60



61

60
A GEORGE ADAMS BRASS CULPEPER TYPE MICROSCOPE, ENGLISH, LATE 18TH CENTURY,

signed G. ADAMS LONDON, with draw tube focusing, circular stage with concave reflector below and circular mahogany base, in mahogany pillar case with drawer in the base with four objectives, cone, fishplate, live box and set of four bone mounted slides, microscope 10in (25.5cm) high, the case 13in (33cm) high

£1,500 - 2,500
€1,700 - 2,800
US\$2,000 - 3,400

61
A GEORGE ADAMS BRASS AND STEEL PERPENDICULAR, ENGLISH, CIRCA 1760,
signed Made by Geo Adams in Fleet Street London Instrumt Maker to the Prince of Wales, the shaped brass plate with two steel feet and steel plunger that slides in channel down the centre, mounted with a bubble level, in shaped fish skin covered case, 4 3/4in (12cm) high

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 2,000

George Adams was appointed maker to the Prince of Wales in 1756. The perpendicular was used by gunners to find the centre line of a cannon or mortar which was then used to aim the piece by sight. By placing the instrument on the barrel and when the bubble is central, the plunger is depressed to mark the barrel. This procedure is then repeated along the barrel to produce a line of sight.

Literature:
For a similar instrument, see Morton, A. Q. & Wess, J.A. *Public & Private Science*, p. 401

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



63



64

62

A RARE GEORGE ADAMS HENLEY'S ELECTRONOMETER, ENGLISH, CIRCA 1775,

*stamped G *Adams * London, the turned boxwood column and stand with light wood index arm moving over 180 degree scale, 8 1/4in (21cm) high*

£500 - 800

€570 - 910

US\$680 - 1,100

William Henley invented this design of electrometer in 1770.

See George Adams, *An Essay on Electricity* London 1787, Plate II, Fig. 6 for illustration of identical instrument.

63

A MATCHED PAIR OF 12 INCH DELAMARCHE TERRESTRIAL AND CELESTIAL GLOBES IN STANDS, FRENCH, 19TH CENTURY,

each sphere mounted in brass meridian ring with engraved degree scale mounted on ebonised wood stand with gilt leaf and flower decoration overall, within horizon ring applied with zodiac and calendar scale (one a modern facsimile), 23 in (58cm) high

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

64

A NEWTON'S 3-INCH POCKET GLOBE, ENGLISH, PUBLISHED 1817,

the sphere printed within a cartouche *NEWTONS New & Improved Terrestrial Pocket Globe* and in the southern Pacific Ocean *NB The Improved Analemma is intended to supercede the necessity of the Elliptic Line hitherto unnecessarily drawn upon the Terrestrial Globe* *Pub. Jan. 1 1817*, in fish skin covered case with printed and coloured gores applied to inner hemispheres and printed *NEWTON'S Improved Pocket Celestial GLOBE*, 3 1/4in (8.3cm) diameter

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,000



(detail)

62



(detail)



(detail)

65 Y D

AN IMPRESSIVE AND RARE BENJAMIN MARTIN TELLARIUM / PLANETARIUM, ENGLISH, CIRCA 1765-70,

boldly signed A New PLANETARIUM by B.MARTIN LONDON, the drum containing double-cone gear-work for operating both the tellarium and planetarium, top-plate engraved with zodiac degree and calendar scales centred by stylised sun motif, the circumference cut with 274 teeth and mechanism operated by winding handle at the side. When set up as a tellarium complete with brass sphere representing the sun and a James Fergurson 3 inch terrestrial globe mounted within silver meridian with pointer indicating the sun's rays and pointer and dial indicating the hours as the earth orbits the sun, the globe mounted above geared mechanism. When set up as a planetarium with ivory models representing Mercury, Venus, the Earth, Mars, Jupiter and Saturn. The Earth, Jupiter and Saturn have subsidiary arms representing the moons. The whole raised on turned brass column and folding tripod base, 18 in (46cm) high

£80,000 - 120,000

€91,000 - 140,000

US\$110,000 - 160,000

Benjamin Martin (bap. 1705, d. 1782) distinguished in the history of scientific instruments and optics, for his contributions to not only the production and sale of scientific instruments, but also through popularising such skills and knowledge through his numerous published texts as well as a dedicated career in lecturing.

A successful businessman of his time, he controversially used hard marketing and repeated advertising of his products, a tactic uncommon and regarded as suspicious by his contemporaries, although latterly becoming common practice.

Martin's broad education lead him to open a school in Chichester in his late twenties, which is where he began to start writing the first of many publications. His first text, published in 1735, 'The Philosophical Grammar', focusing on natural philosophy, was inexpensive and accessible to the common person. Over the following five years he continued to lecture and write extensively, leading to a volume published in 1740 on the topic of Optics. This theme sparked great interest in Martin, creating a portable compound microscope with a micrometer a couple of years previously. Instruments of this formation were reproduced into the Victorian era.

At this stage, however, Martin's instruments made of wood and cardboard were crude in comparison to those being manufactured in London at the time. He continued to lecture and write across the country, in Berkshire, Bristol and Bath.

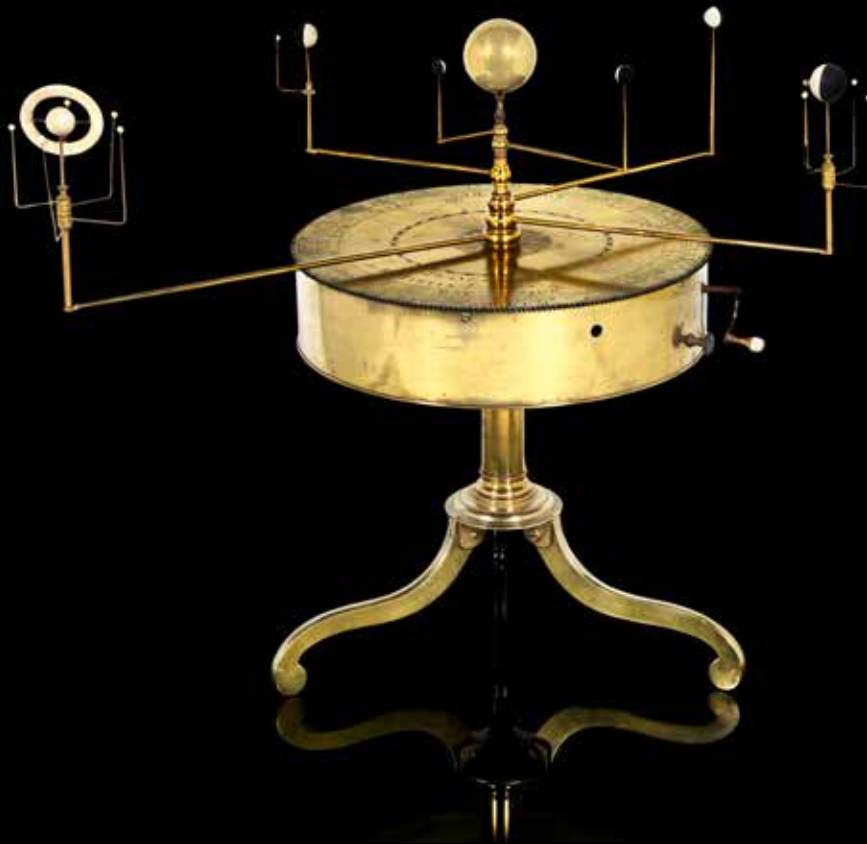
In 1746 and throughout the following decade, Martin travelled across the Midlands and southern England. Whilst continuing his lectures on experimental philosophy, he branched out his writings into the field of linguistics, publishing 'Lingua Britannica reformata' or 'A New English Dictionary' in 1749.

Although orreries were already on the market at this time with other instrument makers, they were expensive and hence their uses not accessible to the majority. Martin wrote in the 1740's that he wished for a planetarium that any gentleman could have made inexpensively. It wasn't until 1756, that Martin settled in Fleet Street, London, where he began to trade as an optician and instrument maker. Short lists of his products for sale at this time indicate he had begun to sell his own orreries. A particular model of Martin's was the basic 'double cone planetarium', which could have attachments such as 'the lunarium', where Earth and Moon balls could be added, and 'the telluriam' arm, which indicated the Earth's annual and diurnal motions.

As a result of his own need for spectacles in his later years, it was a natural progression for Martin to further develop optical instruments, including his invention 'Visual Glasses', which became his shop sign. The apertures were partly covered with an annulus of horn, with green or violet tinted glass lenses.

After obtaining the globe plates and tools of the late John Senex FRS, the following year, Martin expanded into the retail and wholesale of globes. Following a fire at Harvard College, Massachusetts, Martin received commissions for two orreries, a planetarium with tellurian and lunarium attachments and a grand orrery, to replace their collection of scientific instruments in 1764.

Sadly, he was declared bankrupt in 1782, which likely triggered his death the same year. Although his son Joshua Lover Martin had been apprenticed to his father and for a short time from 1778, they had traded as 'Benjamin Martin & Son', he closed the business and all his father's effects were sold at auction.







66 (detail)



66

A RARE PAIR OF VINCENZO CORONELLI 18 1/2-INCH TERRESTRIAL AND CELESTIAL GLOBES ON STANDS, ITALIAN, PUBLISHED 1696,

the terrestrial globe with two sets of twelve copper engraved half gores and two polar calottes, the sphere mounted in brass meridian with graduated scales, octagonal horizon ring and raised on five turned columns, the horizon applied with coloured calendar, zodiac and degree scales, the tropic of Capricorn labelled *Circulo del Tropico Hiemale o del Capricorno o Australe e dell'Antartico*, along the Antarctic Circle is a label *TIERRA D AUSTRE LA TERRA MAGELLANICA AUSTRALE O MERIDIONALE INCOGNITA*, a cartouche printed with notes on Magellan's voyage *Fernando Magaglianes poco contento del Re di/ Portogallo suo Signore, ottenute 237. Persone da/ Carlo V parti da Siuiglia con 5 Navi nei di 10 Ag. 1519/ per stabilire verso le Molucche strada piu breue, che/ per il C di Buona Speranza. Scoperto lo Stretta a 31/ Marzo 1520, e nominato lo di Magaglianes, entro nel/ Mare del Sud, e doppo hauer girata tutta la Terra/ in 3 anni, e 28 giorni, e fatte 14460 leghe, ritorno/ a Siuiglia con una sola Maue detta poi Vittoria/ net 1522 7 d'bre da lui numerato 6/ per la nauigatione uerso/ L'Occaso*. Another cartouche with laurel leaf surround printed *Pater Magister/Vincentius Coronelli/ Min:Conv:S.Francisci/ serenissimae/ Venetorum Reipublicae/Cosmographus/MDCLXXXVI*.

The celestial sphere mounted within brass meridian and stand to match the terrestrial globe, the sphere applied with two sets of copper-engraved half gores and two polar calottes, cartouche with printed address *Amico Lettore/ Oltre ai molti Globi delineati dal P./ Cosmografo Coronelli per Sourani diversi di/uarie e stampati misure, ne ha ultimamente com/posti e stampati di cinque grandezze a publico/ beneficio fra quali i piu commodi, ed esatti sono / i presenti. I Numeri che accompagnano le / Stelle calcolate all'Epoca del 1700; cosi l'altre/ notizie ed uso de me desimi Globi, uengono / nel suo Epitome Cosmografico diffu / samente...* Another cartouche with laurel leaf surround printed *furono / osservate molte Stel / le vicine all' Antartico, / incognite agli Egitti, Greci, / ed a Ticone. Osservo pure / Houtmano nella Sumatra mol- / te Stelle presso al Polo stesso, / che nascono agli accennati. Au' / tori, le ridussero in 13 Costella- / tioni, ci[.]. Je Fenice, colomba, Mos' / ca, Pesce-Volante, Camaleonte, Trianoglo-Austr:, Uccello-India- / no, Pavone, l'Huomo-Indiano, / la*

Gru, il Toucam, l'Hidro, et il / dorado. altri doppo v'aggiunse- / ro la Nube grande, la Picciola, e / la romboide. Noi poniamo un / maggior numero di stelle sco- / perte dall' Hallei Inglese, por / tatosi a tal effetto nell' Is: / S. Elena; coll'aggiunta / a altre osservazioni, / si di questo, che d' / altri Scrittori.

31in (79cm) high x 29in (74cm) wide (2)

Vincenzo Coronelli (1650-1718) considered by many to be the pre-eminent globe maker of the period, became a novice in the Franciscan Order at the age of 15 and trained as a wood engraver. He eventually became the official cosmographer of the Republic of Venice and wrote more than one hundred works of terrestrial and celestial cosmography in Latin, French and Italian.

In his work "Atlante Veneto" he provided the first complete description of the whole world and in 1678 he constructed a pair of terrestrial and celestial globes for the Duke of Palma. His international reputation in globe construction was made when commissioned by Louis XIV to produce a massive pair of globes of 3.85 metres in diameter known as the "Marley Globes", which were widely admired by the court at Versailles.

In 1684 Vincenzo founded the Academy of Argonauts, which was located in the friary of Frari in Venice and focused on the study of navigation and globe making. Vincenzo continued his experiments in hydraulics including a system for pumping water for fire fighting and in 1699 Pope Innocent XII commissioned him to help with the construction of a new port at Anzio. In 1717 he was invited by Emperor Charles VI to study the problems of the flooding of the Danube and his system of canals and locks was so successful that his designs were used to control flooding in other areas of the Austrian Empire.

A similar pair of Coronelli globes dated 1699 are part of the Lanman Collection at the Yale University Library, catalogue no. globes 20/21 and another pair dated 1696 at the National Maritime Museum, Greenwich. See Decker (Elly), *Globes at Greenwich*, OUP 1999, catalogue nos. GLBO 124,125. See also E.L. Stevenson, *Terrestrial and Celestial Globes* (New Haven, 1921), II, p.118 and illustration, and with the locations of a number of other examples at p.257.

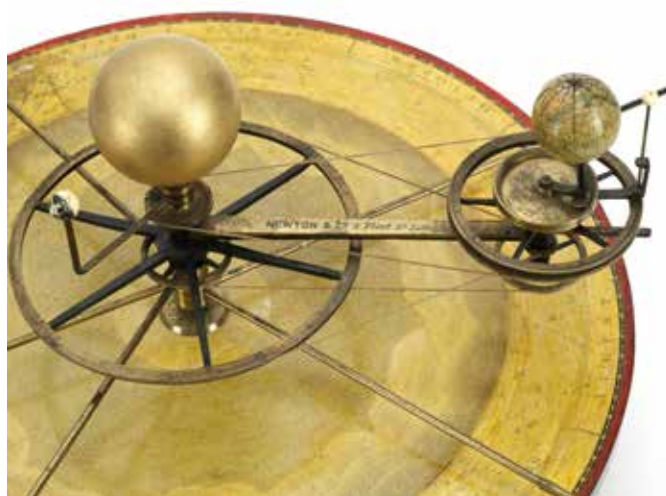
Refer to department



67



(detail)



(detail)



(detail)

67 Y Φ

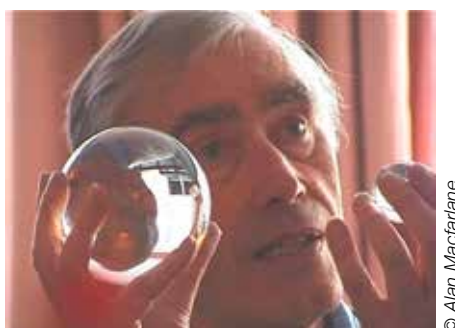
**A NEWTON & CO FINGER ORRERY OR PLANETARIUM/
TELLARIUM, ENGLISH, MID 19TH CENTURY,**

signed Newton & Co., 3 Fleet St London, the circular wooden table applied with models of the sun and eight planets together with associated moons, the Earth and Moon connected by string and pulleys to show the movement around the Sun, in original pine case, diameter of table 17in (43cm)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000



© Alan Macfarlane

PROPERTY FROM THE LATE GERRY MARTIN COLLECTION

TREVOR (GERRY) MARTIN (1930-2004): INSTRUMENT MAKER, ELECTRONICS ENGINEER AND PHILANTHROPIST.

A quiet genius of the electronics industry, Gerry Martin was a self-taught and technically brilliant maker of things. His fields of interest started with engineering and innovations in science and medicine, before moving into history, social anthropology, artificial intelligence, global economic influences and material science, all of which drove him to pioneer his work and his influences throughout the 1960's and 1970's.

Full of curiosity and natural intellect, Gerry started his career at the age of eighteen as an apprentice instrument maker at 'Ether Industries' near Birmingham, preferring to go straight into the industry rather than attending university. In 1951, within three years, he was despatched to Chicago to spend nine months with 'Wheelco Industries' to develop manufacturing between the two companies. Later that year Gerry returned to England after making acquaintances with an individual called Dick West who ran a company in the States producing temperature control systems known as 'West's Instruments'. West wanted Gerry and another to establish a European office for the company, initially starting in London, before moving to Worthing in Sussex, where it has remained.

By 1965 Gerry and three other partners from 'West's Instruments' had set up their own control engineering company, called 'Eurotherm'. Though financially difficult at the start, Gerry's determination, in-depth technical knowledge and enthusiasm, as well as his 'homemade' production line at home - often making components in his garden shed and on the kitchen table - helped the company to prosper. His strong ethics of working as a team of equals resulted in the company turning over £1m within just four years - simply bypassing all competition. As such, 'Eurotherm' offices were then established in the United States, Germany, France, Switzerland, Hong Kong, Italy, Japan, Korea, Holland, Belgium and Austria.

From the success of 'Eurotherm' Gerry could indulge in numerous external projects, one of which was remembered by his friend and colleague Alan Macfarlane, Professor of Anthropological Science at Cambridge University, whereby Gerry once rigged up a huge searchlight in his garden that was so powerful and bright that the

police were contacted by Gatwick Airport - some 30 miles away - due to confused pilots approaching the wrong airport landing light! Not only did Gerry create, but he ventured to improve and encourage public understanding of science and technology, some of which he did by holding a series of seminars at the Museum of London, as well as the Science Museum.

Gerry was respected by Oxford, Cambridge, Sussex, Birmingham and London universities and among the engineering and corporate élite of the electronics industry. At Oxford he paid for the feasibility study that enabled the extensive expansion of the museum, and was responsible for the funding of accommodation for the Professor of the History of Science. At Imperial College, he funded the visiting professorship held by Gerard Turner, and through the Scientific Instrument Society. He also funded the creation of the Directory of British Scientific Instrument Makers, published in 1995. He became a leading figure in the history of scientific instruments and one of the greatest experts in the history of the microscope, so much so, that in 1996 Gerry Martin was awarded an honorary DSc by Sussex University.

In 2002, along with Alan Macfarlane he published two books on the history of glass and its role in the advance of Western science. In them they tell the fascinating story of how glass has revolutionized the way we see ourselves and the world around us. Starting ten thousand years ago, with its invention in the Near East, Macfarlane and Martin trace the history of glass and its uses from the ancient civilizations of India, China and Rome through western Europe during the Renaissance, Enlightenment and Industrial Revolution, and finally up to the present day.

Undoubtedly Gerry's life became that of the great mentor - a stimulator, supporter, funder and catalyst for academic enquiry into a dozen different scientific fields in which he was recognised as having a pre-eminent knowledge and understanding. By encapsulating his fundamentals that through the exchange of ideas and collaboration progress can occur, it is clear to understand why Gerry Martin strived to attract and enthuse so many excellent people throughout his life - for that was where he believed his true success lay.



68

68

AN INTERESTING BREGUET ET FILS MAHOGANY MARINE CHRONOMETER, FRENCH, 19TH CENTURY,

No. 5093, Hgrs de la Marine Royals, the movement and key associated,

the signed and numbered 3 1/2 inch silvered dial with twin subsidiary dials for Roman hours and running Arabic seconds, both with blued steel hands, set in a brass bowl with two protected winding apertures suspended in the numbered brass gimbal, the associated Breguet gilt half plate movement numbered 208 and 4960 with twin going barrel barrels, each wound separately, driving a cut and compensated bi-metallic balance with steel helical spring and Earnshaw type spring detent escapement, in a mahogany two-part box with sliding inspection cover to the upper section inlaid with a brass lozenge numbered 5093, brass handles to the sides and oval brass key escutcheon to the front, mounted to the interior with an original Breguet tipsy key numbered 4770 the case 8in (21cm) wide

£8,000 - 12,000
€9,100 - 14,000
US\$11,000 - 16,000



(detail)



(detail)

Provenance:

The late Trevor (Gerry) Martin, instrument maker, electronics engineer and philanthropist.

Accompanied by Certificate number 3716 from Breguet, 12, Place Vendome, Paris dated 19th November 1981 stating that this chronometer, circa 1830, is composed of three original Breguet elements.



69

69

A WALTER HAYES BRASS UNIVERSAL EQUINOCTIAL RING DIAL COMBINED WITH A SURVEYING PLATE, ENGLISH, THIRD QUARTER OF THE 17TH CENTURY,

The plate signed W. Hayes fecit the universal equinoctial ring dial is mounted between two vertical 'L'-shaped struts themselves screwed and steady-pinned to a circular disc that can turn within a degree scale engraved on the base-plate fitted with three levelling screws (one missing; the central pivot screw and washer replaced). The scale reads to 1° by numbered groups of 10° in four quadrant in each of which the 90° position is represented by one of the cardinal points. One of the struts is pierced beneath the screw to carry the line of a plumb playing in a circular aperture at the base. On the North side, the circular plate is extended through a double lobe on each side to provide a straight edge. The dial, which is mounted, like the struts, by wing nuts so that it can be dismounted for use and ease of transport, has a meridian ring engraved with four quadrants divided to 1° by numbered groups of 10° and subdivided to 30' for latitude setting on the obverse, and a 90° scale for a 'nautical ring' reading to 30' on the reverse. The graduations of this scale are radial from a small hole in the blank part of the ring opposite where a small pin gnomon (lacking) could be set for making altitude observations when the instrument is suspended at the appropriate latitude via a sliding index/suspension piece (lacks suspension ring). The equinoctial ring is engraved with a double hour scale on reading to fifteen minutes. The bridge is engraved on one side with a month calendar, on the other with a declination scale, 20-0-20 also reading to 30'.

Detached from its stand, the dial can be used in the manner usual to equinoctial ring dials to find time throughout the day. When mounted, if one postulates an index against which to set the dial for latitude, placed at the centre of the base plate where the axis pin has been replaced, it could be used as a standing dial and perhaps also as a declinatory. The engraved lettering of the ring dial and the base is very similar without being identical. Both are probably late 17th century;

that both are by Walter Hayes is likely but cannot be affirmed just as the date at which they were combined cannot be determined, *base plate, 7in (17.5cm) diameter*

£10,000 - 15,000
€11,000 - 17,000
US\$13,000 - 20,000

For a simple theodolite by N. Huguet, Orléans, similar in form to the base plate of this instrument, see Olivia Brown, *The Whipple Museum of the History of Science: Catalogue 1 Surveying*, Cambridge 1982, No. 58.

Walter Hayes (b.1618, d. pre-1696?) was the son of Peter Hayes, merchant of Chichester. Apprenticed to John Allen in the Grocer's Company 22 February 1632, he became free 14 June 1642. He first worked in Birchin Lane, Cornhill, but by 1651 was established 'at the Crosse-Daggers in Moor-fields, near Bethlem Gate' (or the 'near the Pope's Head Tavern'), where he would remain for the rest of his life. Hayes entered the Clockmakers' Company in 1668 and held several positions in it before becoming Master in 1680. The following year he was Warden of the Grocers' Company as he was again in 1686. Hayes produced the full range of mathematical instruments in wood, brass and silver, and enrolled fourteen apprentices. He was also closely associated with the writers and publishers of mathematical textbooks in particular with William Leybourne advertising his instruments in his works and engraving some of the plates with which they were adorned.

Literature:

Joyce Brown, *Mathematical Instrument-Makers in the Grocers' Company, 1688-1800*, London, 1979, pp26-7; pp65-7.
H. K. Higon, 'Hayes, Walter, in *Oxford Dictionary of National Biography*, Oxford, 2004.



70



70 (detail)

70
AN EARLY ANDREW ROSS COMPOUND MONOCULAR MICROSCOPE, ENGLISH, CIRCA 1850,
signed A Ross LONDON No. 471, the Ross-pattern stand with bar-limb supporting the tube, mechanical stage and sub-stage with plano/concave mirror below, on tripod case, in un-associated case with four objectives, analyser and two oculars, when constructed the microscope 18in (46cm) high

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,300 - 2,000



71

71
A BERNARD DAVIS COMBINED TELESCOPE AND MICROSCOPE, ENGLISH, MID 19TH CENTURY,
Bernard Davis Optician 430 Euston Road London, complete with two drawer telescope, microscope stage and reflector with interchangeable tube and ocular, in fitted case with accessories.

£800 - 1,200
 €910 - 1,400
 US\$1,100 - 1,600



73

72

A MAGNETIC COMPASS, ITALIAN, 18TH CENTURY,

the pivoted and coloured compass card mounted in stained wood case with cover, 5 in (13cm) diameter

£500 - 800

€570 - 910

US\$680 - 1,100

73

A RARE 3-INCH THOMAS MORTON BRASS REFLECTING TELESCOPE ON STAND, SCOTTISH, MID 19TH CENTURY,

the tube with focusing to the secondary reflector by long shank and screw, supported by two columns with altitude adjustment by racked curve and pinion, on revolving brass and mahogany circular base raised on three cariole legs, length of tube 15in (38cm)

£1,500 - 2,200

€1,700 - 2,500

US\$2,000 - 3,000

Although not signed, this instrument is attributed to the maker Thomas Morton. See a similar signed example in the collection of the Royal Scottish Museum <http://nms.scran.ac.uk/database/record.php?usi=000-100-102-725-C>

This telescope was made by the scientific instrument and carpet machinery maker, Thomas Morton, based in Kilmarnock in East Ayrshire. The curved rack governing the angle of the telescope is a striking feature of Morton's telescope design.

Thomas Morton's interest in telescope construction led him to study astronomy. In 1818, he built an astronomical observatory in Kilmarnock which was open to the public and furnished with instruments which he had constructed.



72



(detail)



(detail)

74

A MAGNIFICENT RICHARD GLYNNE GILT AND SILVERED BRASS HORIZONTAL SUNDIAL, ENGLISH, CIRCA 1725,

Signed on both sides of the gnomon 'R. Glynne Londini Fecit' the circular horizontal dial (III-XII-VIII), with inward facing roman numerals for the hours is divided to 1 minute by outward facing offset divisions of Arabic numerals in groups of five. The dial is drawn for 51° latitude N. It is engraved on a silvered plate inset in a square base fitted with four leveling feet. The dial-plate may be rotated by knobs set at each end of the gnomon axis, that at the north end being fitted with an index by which the plate may be set against a scale of degrees divided in four quadrants to 1° and sub-divided to 30'. The dial can thus be set to compensate for magnetic declination. Within this an equation of time scale (maxima: faster 14' 40 at 1 February; slower 16' at 24 October), is engraved, and a circular level is inset at the southern end of the gnomon between the two ends of the hour scale. The thick fretted gnomon, engraved with flowing foliage and stiff oak-leaf decoration is hinged to fold flat for storage.

A fixed inset compass, with a silvered, sixteen-point rose, is placed at the centre of the instrument, the triangular indicators for the cardinal points are engraved with symmetrical fronds, while the intermediate points are half-hatched. A scale of degrees in four quadrants surrounds the direction indicators, and the slender, blued-steel, needle has N and S worked into the double arrow, blued steel, bar. Between the compass and the hour scale is a ring of place names reading (eastwards from North):

Paris Amsterdam
Rome Dantzick Constantinople Ierusalem Babylon Ispahan Surrat
Port Royall Bermudes Barbadoes
Cape Farewell (Greenland) Teneriff Dublin
Madrid

each followed by the figure 'XII'. This indicates that it is Noon in the place named when the shadow of the top edge of the gnomon shows the time against which the name is written and thus allows an estimate of the longitude of the place named to be made. The edges of the base and the outer scales are adorned with a frieze of stiff oak-leaves; rosettes are engraved around the four levelling feet.

The instrument is contained in its original oak and mahogany fitted case with brass inner rim and keyhole plate.

£25,000 - 35,000
€28,000 - 40,000
US\$34,000 - 47,000

Richard Glynne (1681-1755) was apprenticed to the well-known instrument-maker Henry Wynne in the Clockmakers' Company on 6 April 1696 and became free 29 September 1705. He would be Steward of the Company in 1725. He established himself 'next door to the Latin Coffee House in Ave Maria Lane, near St Paul's London' where the same year he was puffed as 'a very skilful and Accurate Mathematical Instrument-Maker' for 'Azimuth Compasses...as also other things' in the first English edition of Guillet's, *The Gentleman's Dictionary...* (London 1705). In 1705 also, he married Anne Lea, daughter of the map and globe retailers Philip (d. 1700) and Anne Lea (d. 1730) joining in partnership with the latter from at latest 1712. In December that year they issued proposals for the production of 36-inch diameter globes. By this time, Glynne was working from his partner's address at the Atlas and Hercules in Cheapside where he remained until c. 1718 when he is found opposite Salisbury Court, Fleet Street. In 1725 with Anne Lea he reissued Philip Lea's map of London, Westminster and Southwark but his main activity was 'all sorts of Mathematical Instruments either for Land or Sea, according to the newest improvements' as he stated in an advertisement in 1726. A range of mathematical instruments by him – sectors, drawing instruments, sun-dials, armillary spheres and armillary planetaria - are known by him, all of clean, uncluttered, appearance but finely and precisely engraved as in the major example of his work here offered. The influence of his master, Henry Wynne, can perhaps be seen on this dial in the inclusion of the series of places throughout the world, Wynne being perhaps the earliest London maker to deploy this refinement. Glynne, who formed five apprentices during his working career, ceased trading in 1730 when his stock was auctioned from the optician Edward I Scarlett's shop. He died in 1755.

Literature:

Anthony Turner, *Early Scientific Instruments: Europe 1400-1800*, London (Sotheby's Publications), 1987, 97, plate XVI.



NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

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*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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, shown beside the *Lot* number, 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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

4.4

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

4.5

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

4.6

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

4.7

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

4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1

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

6.2

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

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

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		APPENDIX 3
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

UK
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U.S.A
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
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Antiquities

Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

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U.S.A
Paul Carella
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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U.S.A
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Suzy Pai
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British Ceramics

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California & American Paintings

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Chinese & Asian Art

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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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European Ceramics

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Sebastian Kuhn
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U.S.A
+1 415 503 3326

Furniture

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Thomas Moore
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U.S.A
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

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Michael Lake
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Greek Art

Anastasia Orfanidou
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Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
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Indian, Himalayan & Southeast Asian Art

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U.S.A
Mark Rasmussen
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Islamic & Indian Art

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Japanese Art

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Jeff Olson
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Jewellery

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Jean Ghika
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U.S.A
Susan Abeles
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HONG KONG
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Marine Art

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Veronique Scorer
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U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

Nima Sagharchi
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Modern & Contemporary South Asian Art

Tahmina Ghaffar
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Automobilia

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Adrian Papiros
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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Orientalist Art

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Scientific Instruments

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Scottish Pictures

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Silver & Gold Boxes

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South African Art

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Sporting Guns

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Travel Pictures

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Urban Art

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£10 - 200by 10s	£10,000 - 20,000by 1,000s														
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s														
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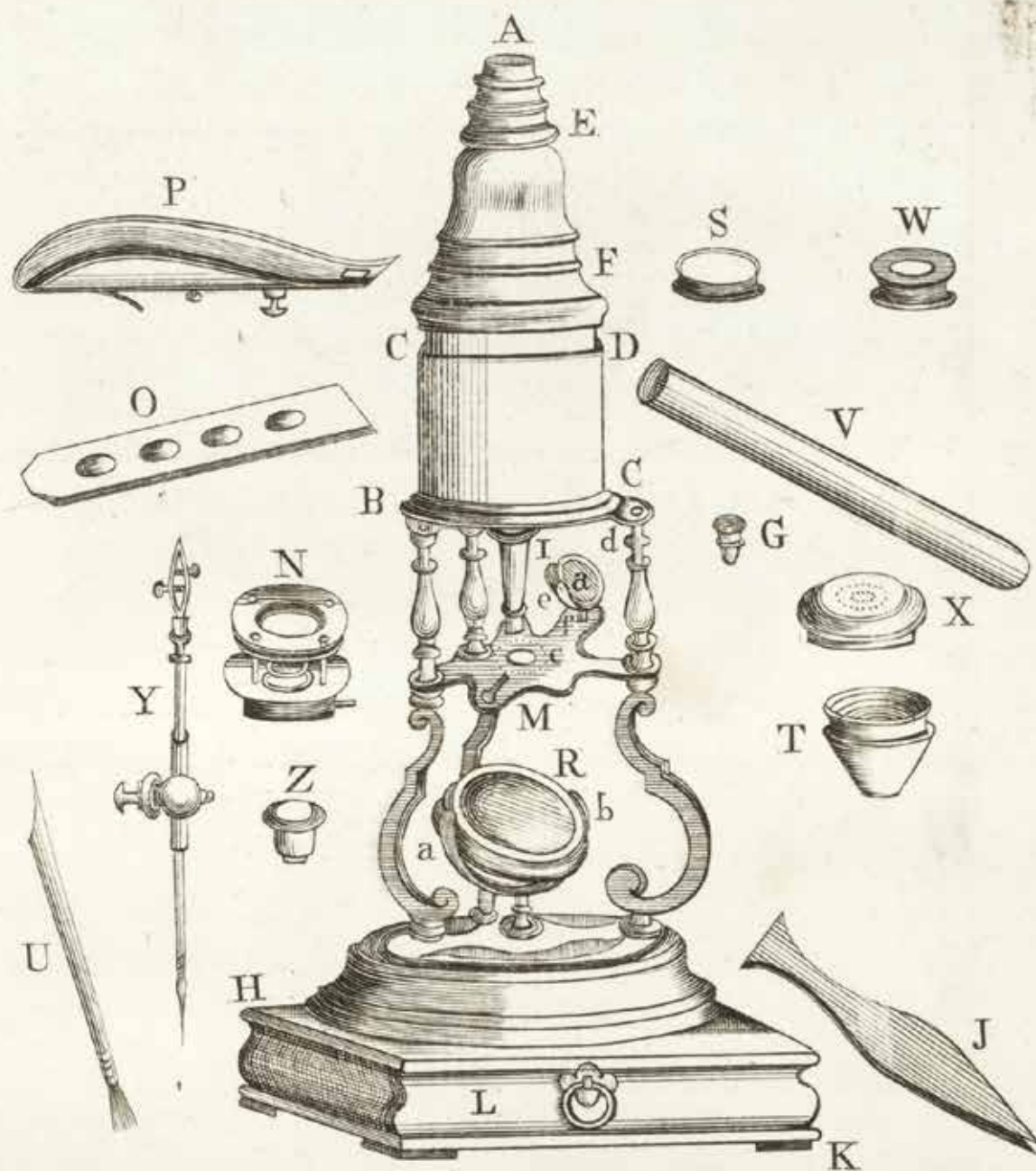
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Fig. 9.



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