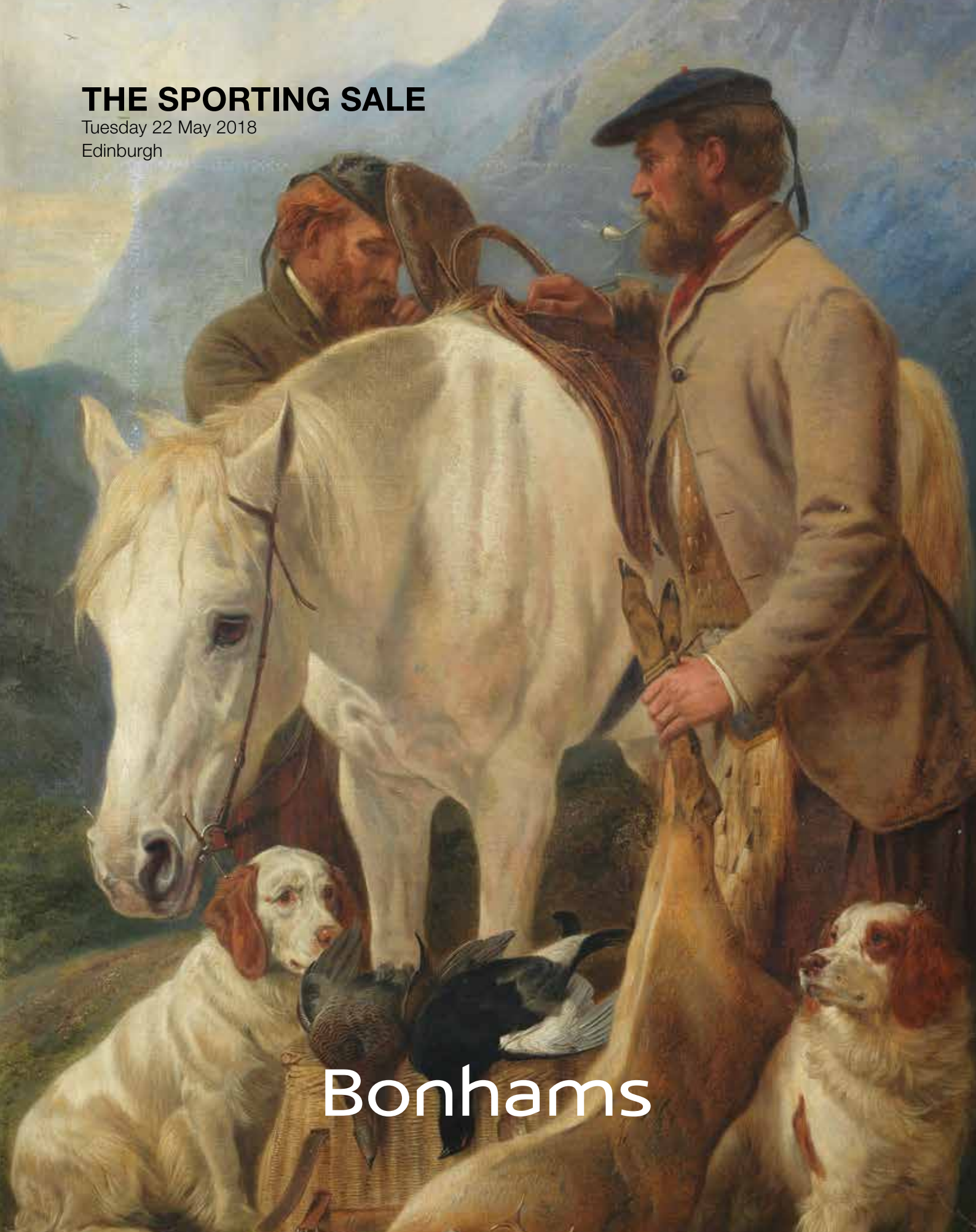


# THE SPORTING SALE

Tuesday 22 May 2018

Edinburgh



# Bonhams



# THE SPORTING SALE

Tuesday 22 May 2018 at 11am  
22 Queen Street, Edinburgh

## BONHAMS

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Please note that bids should be  
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New bidders must also provide  
proof of identity when submitting  
bids. Failure to do this may  
result in your bids not being  
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**Books, Works of Art**  
Georgia Williams  
+44 (0)131 240 2296  
[georgia.williams@bonhams.com](mailto:georgia.williams@bonhams.com)

## Pictures, Prints, Snaffles

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## Fishing

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[charles.grahamcampbell@bonhams.com](mailto:charles.grahamcampbell@bonhams.com)

## Golf

Kevin McGimpsey  
Hamish Wilson  
+44 (0)131 240 0916  
[hamish.wilson@bonhams.com](mailto:hamish.wilson@bonhams.com)

## SALE NUMBER

24751

## CATALOGUE

£10

## CUSTOMER SERVICES

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**Please see back of catalogue  
for important notice to  
bidders**

## ILLUSTRATIONS

Front cover: Lot 53  
Back cover: Lot 157  
Inside front cover: Lot 46  
Inside back cover: Lot 77

## 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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# SALE INFORMATION

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Hamish Wilson

## **The Scottish Sale**

Chris Brickley  
Georgia Williams

## **Pictures**

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Colleen Bowen  
Iain Byatt-Smith  
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Chris Dawson (London)

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Bruce Addison  
Kenneth Naples  
Georgia Williams

## **Whisky**

Martin Green  
Charles MacLean (consultant)

## **The Sporting Sale**

Iain Byatt-Smith  
Georgia Williams

## **Modern Design**

Bruce Addison

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## **IMPORTANT NOTICE TO BUYERS**

Please note that all furniture and large works of arts not collected before Tuesday 5 June 2018 will be transferred to the Bonhams, Edinburgh warehouse – transfer & storage charges will apply.

Small items £10 per week plus VAT

Large items £15 per week plus VAT

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

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

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

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





1



3

1 •

**THORBURN (ARCHIBALD)**

British Birds, 4 vol., with supplement, FIRST EDITION, 80 colour plates, publisher's red cloth, t.e.g., A FINE COPY, 1915; supplementary Part, 2 colour plates, publisher's paper wrappers, 1918, 4to, Longmas, Green and Co. (5)

£150 - 200

2 •

**ANGLING**

[DIDEROT (DENIS)] Pêches, pêches de mer, pêches de rivières, fabrique des filets &c, 35 engraved plates by Benard Fecit from Diderot's Encyclopédie, morocco backed boards, folio, [Paris, c.1771]

£200 - 300

3 •

**MORRIS (FRANCIS ORPEN)**

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

£200 - 300





4



5



6



7

4  
**AFTER ARCHIBALD THORBURN (BRITISH, 1860-1935)**  
 Blackcock Forward  
 signed in pencil 'Archibald Thorburn' (lower left)  
 sepia-toned photo engraving  
 27.5 x 17.5cm (10 13/16 x 6 7/8in).

£100 - 150

5  
**AFTER ARCHIBALD THORBURN (BRITISH, 1860-1935)**  
 Going Downwind - Partridge Driving  
 signed in pencil 'Archibald Thorburn' (lower right)  
 sepia-toned photo engraving  
 41 x 61cm (16 1/8 x 24in).

£400 - 600

6  
**AFTER ARCHIBALD THORBURN (BRITISH, 1860-1935)**  
 A group of four reproduction prints  
 comprising; Black Grouse, Black Grouse amongst trees; Snipe and  
 woodcock  
 signed in pencil 'Archibald Thorburn' (lower left)  
 photographic reproduction  
 each: 22 x 31cm (8 11/16 x 12 3/16in).  
 (4)

£200 - 300

7  
**AFTER ARCHIBALD THORBURN (BRITISH, 1860-1935)**  
 A group of four prints comprising; 'Ptarmigan in snow'; 'Partridge in  
 flight'; 'Cock and hen Pheasants' and 'Pheasants in Flight'.  
 signed in pencil 'Archibald Thorburn' (lower left)  
 photographic reproduction  
 22 x 32cm (8 11/16 x 12 5/8in).  
 (4)

£200 - 300



8



9



10



10

8

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

A group of five prints of British birds comprising 'Wood Pigeon'; 'Widgeon and Teal'; 'Pintail, Widgeon and Teal'; Pheasants in Winter' and Lapwing and Golden Plover'

each signed in pencil to the margin 'Archibald Thorburn'

photographic reproduction

each: 19 x 28cm (7 1/2 x 11in).

(5)

**£100 - 150**

9

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

A group of four prints comprising; 'Golden plover', 'wood pigeon', 'teal' and 'ducks'

each signed in pencil to the margin 'Archibald Thorburn' (lower left)

photographic reproduction

22 x 32cm (8 11/16 x 12 5/8in).

(4)

**£200 - 300**

10

**JAMES POLLARD (BRITISH, 1797-1867)**

A set of four coloured engravings of Doncaster Races engraved by J.Harris

engraving

46 x 70cm (18 1/8 x 27 9/16in).

(4)

**£250 - 350**





11



12



13



13

11

**AFTER CECIL CHARLES WINDSOR ALDIN, RBA**

The Fallowfield Hunt

Comprising *The Hunt Breakfast at Three*, *The Check*, *The Death* and *Full Cry*

signed in pencil to the margins 'Cecil Aldin' (lower left)

chromolithograph

43 x 65cm (16 15/16 x 25 9/16in).

(4)

**£600 - 800**

12 AR

**HENRY WILKINSON A.R.E., A.R.C.A. (BRITISH, 1921-2011)**

The Chase

signed in pencil 'H Wilkinson' (lower left) and numbered '23/100' (lower right)

engraving

22.5 x 33cm (8 7/8 x 13in).

together with another by Tom Carr entitled 'The Ditch' (2)

**£200 - 300**

13 AR

**TOM CARR (BRITISH, 1912-1977)**

Leaving the Kennels; Gone to Ground, Artist Proofs

signed, numbered and inscribed 'Tom Carr' to the margins

hand coloured etching

each: 25 x 38cm (9 13/16 x 14 15/16in).

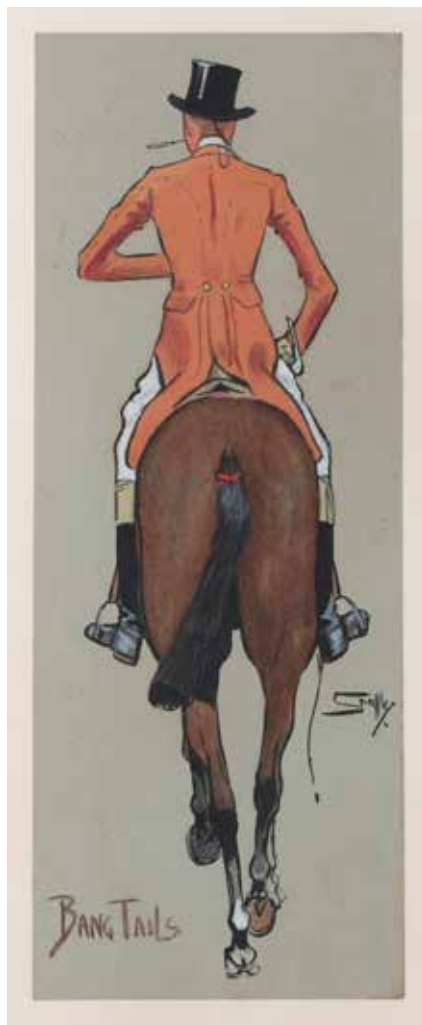
**£200 - 300**



14



14



14

14 AR

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

A group of eight Snaffles prints comprising; 'Bang Tails', 'Merry England', 'The Huntsman', 'That Far, Far-Away Echo', 'Pass Friend'; 'Landing his Wager' and 'The Wrong Man on the Right 'Orse'

signed,

(8)

**£1,000 - 1,500**



15



16



17

15 AR

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

'The Biggest Walls in the Country was in it'  
each signed in pencil and with Snaffles bits blind stamp  
printed in colours  
50.5 x 67cm (19 7/8 x 26 3/8in).

£300 - 500

16 AR

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

'Once Upon A Time'  
signed in pencil to the margins  
printed in colours  
48 x 61cm (18 7/8 x 24in).

£200 - 300

17 AR

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

'Gunners'  
printed in colours  
38.5 x 60cm (15 3/16 x 23 5/8in).

£300 - 500

18 AR

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

'The D.R.'  
printed in colours  
49.5 x 45cm (19 1/2 x 17 11/16in).

£300 - 500

19 AR

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

'Worst View in Europe' and 'Fox Chaser'  
each signed in pencil and with Snaffles bits blind stamp  
each printed in colours  
34 x 64cm (13 3/8 x 25 3/16in), and 45.5 x 38cm (17 15/16 x 14 15/16in).

£300 - 400

20 AR

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

A Helian Lad  
each signed in pencil and with Snaffles bits blind stamp  
printed in colours with hand painting  
43 x 34.5cm (16 15/16 x 13 9/16in).  
together with Bon Voyage; Le Poilu, signed and inscribed; Wipers; The Canadian (5)

£300 - 500



18



19



20



# PICTURES

Lots 21 - 71











21

21

**CHARLES EDOUARD EDMOND DELORT (FRENCH, 1841-1895)**

The Hunt Breakfast  
signed and dated 'C Delort 74' (lower right)  
oil on panel  
25.5 x 33cm (10 1/16 x 13in).

£800 - 1,200

22 AR

**MICHAEL LYNE (BRITISH, 1912-1989)**

Going Home (Huntsman and Hounds)  
signed 'Michael Lyne' (lower right)  
oil on canvas  
49 x 74cm (19 5/16 x 29 1/8in).

£600 - 800



22



24

23

**BRITISH SCHOOL, CIRCA 1900**

Horseman and hounds  
oil on canvas  
64 x 76cm (25 3/16 x 29 15/16in).

£800 - 1,200

24 AR

**CHARLES MORRIS (BRITISH, MID 20TH CENTURY)**

Gun dogs and pony with the day's catch  
signed 'Chas Morris' (lower left)  
oil on canvas  
49 x 65cm (19 5/16 x 25 9/16in).

£1,000 - 1,500

25

**MANNER OF JOHN FREDERICK HERRING, JNR.**

Horses and other animals in a farm yard  
oil on canvas  
30 x 45cm (11 13/16 x 17 11/16in).

£400 - 600





26



27



28



29

26

**JOHN ARNOLD WHEELER (BRITISH, 1821-1903)**

The Duke of Beaufort riding to hounds  
signed, dated and inscribed 'J Wheeler, Bath, 1860' (lower right)  
oil on canvas  
65.5 x 94.5cm (25 13/16 x 37 3/16in).

**£2,000 - 3,000**

27 AR

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

Clearing the fence  
signed 'Donald Grant' (lower right)  
oil on canvas  
69 x 90cm (27 3/16 x 35 7/16in).

**£1,200 - 1,800**

**Provenance**

With Ian MacNicol, Glasgow

28 AR

**FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)**

Portrait of a bay horse tacked up in a landscape  
signed 'F M Hollams' (lower left)  
oil on panel  
41 x 51cm (16 1/8 x 20 1/16in).

**£2,000 - 3,000**

29 AR

**CHARLES WALTER SIMPSON, R.I., R.O.I. (BRITISH, 1885-1971)**

Portrait of a grey horse  
signed 'Charles Simpson' (lower right)  
watercolour  
31 x 48cm (12 3/16 x 18 7/8in).

**£800 - 1,200**



30



31



32

30  
**THEODOR FRANZ ZIMMERMANN (AUSTRIAN, 1808-1880)**  
 The hunt  
 signed and dated 'T F Zimmerman 184\*' (lower right)  
 oil on canvas  
 99 x 152cm (39 x 59 13/16in).

£5,000 - 7,000

32  
**JOHN ALFRED WHEELER OF BATH (BRITISH, 1820-1885)**  
 On the scent  
 oil on board  
 20.5 x 29cm (8 1/16 x 11 7/16in).

£600 - 800

31  
**WILLIAM SAWREY GILPIN (BRITISH, 1762-1843)**  
 Out of cover  
 watercolour  
 36 x 56cm (14 3/16 x 22 1/16in).

£400 - 600



33



34



35

33 AR

**FREDERIC WHITING (BRITISH, 1874-1962)**

Study of an Indian polo match  
oil on canvasboard  
34.5 x 44cm (13 9/16 x 17 5/16in).

£1,000 - 1,500

35

**GODFREY DOUGLAS GILES (BRITISH, 1857-1923)**

Point to point  
signed and dated 'G D Giles 97' (lower right)  
oil on canvas  
49 x 110cm (19 5/16 x 43 5/16in).

£800 - 1,200

34

**MARGARET COLLYER (BRITISH, 1872-1945)**

La Fleche  
signed and dated 'M Collyer 1893' (lower left); further inscribed 'La  
Fleche' (lower right)  
oil on canvas  
24 x 34.5cm (9 7/16 x 13 9/16in).

£800 - 1,200

La Fleche (1889–1916) was a British Thoroughbred racehorse. Sold for a world record price in 1890, and in 1891 remaining undefeated as a two-year-old, she won races against both her own sex and leading colts.

Standing at just under sixteen hands high, she continued her success to become the dominant British three-year-old of 1892. During this year she claimed the Fillies' Triple Crown by winning the 1000 Guineas at Newmarket, the Oaks at Epsom and the St Leger at Doncaster.

La Fleche remained in training for another two seasons, winning important races such as the 1893 Liverpool Autumn Cup, the 1894 Ascot Gold Cup, and on her final appearance the Champion Stakes. In all, she won sixteen times in twenty-four racecourse appearances. After her retirement from racing she became a successful and influential broodmare.

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.





36

36

**THOMAS BLINKS (BRITISH, 1860-1912)**

Before the Off

signed 'T Blinks' (lower right)

watercolour

30 x 52.5cm (11 13/16 x 20 11/16in).

**£500 - 700**



37

37

**CARLE VERNET (FRENCH, 1758-1836)**

Portrait of an Arabian Horse

signed 'Carle Vernet' (lower left); indistinctly inscribed and dated

'September 1825' (lower right)

pencil

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

**£800 - 1,000**

38 AR

**JOHN GREGORY KING (BRITISH, 1929-2014)**

England's Glory

signed and dated 'John King 1968' (lower left)

oil on canvas

48 x 73cm (18 7/8 x 28 3/4in).

**£600 - 800**



38

39

**DAVID DALBY OF YORK (1794-1836)**

Portrait of a chestnut horse in a stable with an initialled horse blanket  
G F H

signed and dated 'Dalby York 1817' (lower left)

oil on canvas

54 x 71cm (21 1/4 x 27 15/16in).

together with a companion of a Dark Bay horse in a stable, signed  
Dalby York and dated 1817 (lower left) (2)

**£2,000 - 3,000**

David Dalby was listed in the York Directory in 1815 as an animal painter living outside Micklegate Bar, York. He was buried in 1836 at St. Michael Le Belfrey Church, York. His work is often confused with his son John who was born around 1826. David painted more portraiture than John and had a softer and more fluid style.

40

**DAVID DALBY OF YORK (1794-1836)**

Portrait of a chesnut horse with docked tail

signed 'Dalby York' (lower left)

oil on canvas

61 x 76cm (24 x 29 15/16in).

together with a companion of chestnut horse with a white blaze and  
two white socks attributed to the same hand (2)

**£1,500 - 2,000**

41

**JOHN FREDERICK HERRING, SNR. (BRITISH, 1795-1865)**

Portrait of a chestnut horse in a stable by a manger with an initialled  
horse blanket J F H

signed and dated 'J F Herring Senr 1850' (mid right)

oil on canvas

51 x 61cm (20 1/16 x 24in).

**£1,200 - 1,800**



39



40



41



42



43



44

42

**ENGLISH SCHOOL (19TH CENTURY)**

Portrait of a bay horse in a stable with a groom

oil on canvas laid down on panel  
29.3 x 46cm (11 9/16 x 18 1/8in).

**£600 - 800**

Label on reverse suggests that the horse portrait is of Major Yarbury's dark brown colt, 16 hands, Charles XII by Voltaire-Wagtail, he won the St leger and Doncaster cup in the year 1839.

43

**J A MITCHELL (BRITISH OP. 1826-1832)**

Captain Becher on Vivian  
signed and inscribed verso

oil on canvas  
45.5 x 66.5cm (17 15/16 x 26 3/16in).

**£800 - 1,200**

Inscribed verso, Capt. Becher on Vivian painted by J A Mitchell. This celebrated steeplechase horse 7 years old by Fencer-dam by Spanker, the property of Captain Lamb. Won Steeplechase Northampton 1834 beating Mr Osbaldston's 'Canon ball' whose owner challenged any horse in England for 500 £. Won the Alesbury Steeplechase, 12st up 4 miles in consequence of this he was matched against the Marquess of Waterford's Cock Robin over Leicestershire for 1000 £ aside won 2 lengths, Captain Becher up. 1835 won the Ladies Cup at Warwick and the same day won a Hurdle race of 2 miles, 12st up. Won match against 'Slade' at Bath, no horse would start against him at Clifton for the Hurdle Race.

44

**CIRCLE OF JOHN FREDERICK HERRING, SNR. (BRITISH, 1795-1865)**

Portrait of a chesnut horse with white blaze in a stable

oil on canvas  
39 x 54cm (15 3/8 x 21 1/4in).

**£600 - 800**

45

**AFTER JOHN FREDERICK HERRING, SNR. (BRITISH, 1795-1865)**

Memnon with William Scott Up, 1825  
oil on canvas

31 x 41cm (12 3/16 x 16 1/8in).

**£800 - 1,200**

The painting shows the jockey William Scott mounted on *Memnon* before the Doncaster stadium. *Memnon* was the winner of the classic St. Leger stakes in 1825 at Doncaster. Bred and owned by Richard Watt of Burton Constable in East Yorkshire, he was a consistent winner ridden by the jockey 'Bill' Scott. He was later sold to Lord Darlington and trained in Newmarket.





46



48



47



49

46  
**WILLIAM BARRAUD (BRITISH, 1810-1850)**

A Bay Hunter and Terriers in a Landscape signed and dated 'William Barraud 1832' (lower right)  
oil on canvas  
48 x 61cm (18 7/8 x 24in).

£3,000 - 5,000

47  
**JOHN FERNELEY, SNR. (BRITISH, 1782-1860)**

Portrait of a Bay Horse in Melton Mowbray Landscape, 1835  
signed, inscribed and dated 'J Ferneley, Melton Mowbray, 1836' (lower right)  
oil on board  
18.5 x 40cm (7 5/16 x 15 3/4in).

£5,000 - 7,000

48  
**MICHAEL LYNNE (1912-1989)**  
'Arkle and Pat Taafe Up'; 'Mill House and Willie Robinson Up'  
signed 'Michael Lynne' (lower right)  
oil on canvas  
each: 39 x 49.5cm (15 3/8 x 19 1/2in).  
(2)

£1,500 - 2,000

Arkle and Pat Taafe won 3 Cheltenham Gold cups, Irish Grand National, King George VI Chase, 2 Hennessy gold cups and the Whitbread cup.

Mill House and Willie Robinson won the Cheltenham gold cup, Hennessy gold cup, King George VI Chase and the Whitbread gold cup.

They were great rivals in the 1960's.

49  
**GODFREY DOUGLAS GILES (BRITISH, 1857-1923)**  
'St Windeline & Wool Winder'; and 'Queen of the Spring & Gesomina.'  
signed and dated 'G D Giles 1904' (lower right)  
oil on canvas  
each: 29 x 34cm (11 7/16 x 13 3/8in).  
a pair (2)

£400 - 600

**Provenance**

Douglas Baird, Kelloe and by descent.

*Wool Winder* was a British-bred and raced Thoroughbred racehorse that won the 1907 St. Leger Stakes. Foaled on 5 April 1904, *Wool Winder* was sired by Martagon, winner of the 1892 Ascot Gold Vase and Goodwood Cup. *Wool Winder* was the first foal of his dam, St. Windeline, who was second to Sceptre in the 1,000 Guineas.



50



51



52

50 AR

**LIONEL DALHOUSIE ROBERTSON EDWARDS, RI (BRITISH, 1878-1966)**

The Price of Freedom  
signed and dated 'Lionel Edwards 24' (lower right)  
chalk, ink and watercolour  
39 x 54cm (15 3/8 x 21 1/4in).

**£500 - 700**

51 AR

**JUDITH STOWELL (20TH CENTURY)**

Coulters Candy - Winner of the Strutt & Parker Championship 1988  
signed 'Judith Stowell' (lower right)  
oil on canvas  
45 x 54.5cm (17 11/16 x 21 7/16in).

**£200 - 300**

52

**FREDERICK WILLIAM HULME (BRITISH, 1816-1884)**

Salmon Fall  
signed 'FW Hulme' (lower right)  
oil on canvas  
49.5 x 74.5cm (19 1/2 x 29 5/16in).

**£600 - 800**



53

53

**RICHARD ANSDELL, RA (BRITISH, 1815-1885)**

The keeper's pony

signed and dated 'R Ansdell./1869' (lower right)

oil on canvas

137.2 x 76.2cm (54 x 30in).

**£10,000 - 15,000**

We are grateful to Sarah Kellam (née Ansdell) for confirming the attribution to Richard Ansdell on the basis of photographs - [www.richardansdell.co.uk](http://www.richardansdell.co.uk).

**Provenance**

Anon. sale, Christie's, London, 2 April 1969, lot 247.

Peter Ansdell Collection, UK.

Private collection, UK (acquired from the above circa 1975).





54

54

**RICHARD ANSDELL, RA (BRITISH, 1815-1885)**

Gathering the herd

signed and dated 'R. Ansdell/1873.' (lower right); inscribed with title, artist's name and address (on a label attached to the stretcher)  
oil on canvas

91 x 192cm (35 13/16 x 75 9/16in).

**£10,000 - 15,000**

We are grateful to Sarah Kellam (née Ansdell) for confirming the attribution to Richard Ansdell on the basis of photographs, and for her assistance in cataloguing this lot - [www.richardansdell.co.uk](http://www.richardansdell.co.uk).

**Provenance**

Private collection, UK.

**Exhibited**

London, Royal Academy, 1873, no. 201.

After the private view at the Royal Academy, London 2 May 1873, *The Birmingham Daily Post* reviewed the present lot, noting '...Here we are in a wild Highland glen, far off amid the silence of solitary hills, with purple heather under the feet, and shrew northern breezes tumbling the clouds overhead. "The Herd" is a herd of stout West Highland cattle, shaggy of coat, frowsy of flank, with great rough heads, lighted up by mute flashing eyes, and towering horns, which are their distinctive characteristic. Night is coming on, and the evening air is pouring the white mists down the hills. In the distance the shepherd picks his way among the boulders, and gathers the cattle together by the aid of his dog..'.

Ansdell was living at Lytham House in Kensington in 1873. While it is rumoured that some of his animal subjects were brought down by train from Scotland and kept in Ansdell's garden in Kensington to study, the present lot was most likely painted in Scotland, as he was still visiting Moy Lodge every year during this time.

*The London Evening Standard* and *The Nottingham Evening Post* both reported that on Saturday 22nd February 1902, *Gathering the Herd* was sold at Christie's for 145 gns – it was previously the property of either Wm. Waring of Prince's Gardens, London or the Marchioness of Anglesey – this was a joint sale of their assets.



55

55

**CECIL CHARLES WINDSOR ALDIN, RBA (BRITISH, 1870-1935)**

Bluemarket Races - On the Road

signed and dated 'Cecil Aldin 1901' (lower left)

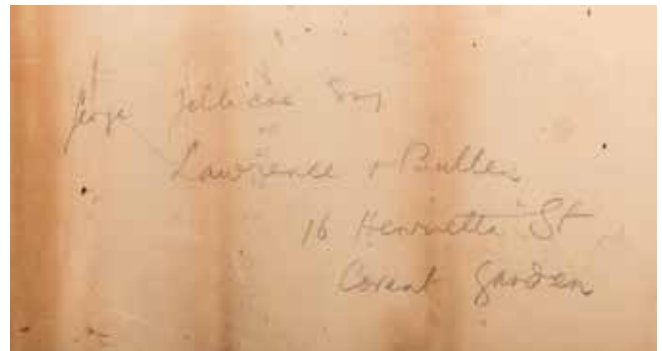
watercolour

58 x 93cm (22 13/16 x 36 5/8in).

**£7,000 - 10,000**

The reverse of this work is inscribed with the address of the publishers  
Lawrence & Bullen, 16 Henrietta Street, Covent Garden, London.

*The Bluemarket Races* was one of the main series of the five main Sporting subjects produced by Aldin for Lawrence & Bullen, the other include *The Fallowfield Hunt* (lot 11), *Old English Sporting Pictures*, *The Harefield Harriers* and *the Cottesbrook Hunt*.



55 (detail)





56



56



56

56

**ALFRED DUKE (BRITISH, 1863-1905)**

Hunting scenes with hounds  
signed 'A Duke' (lower right)

oil on canvas

each: 50 x 70cm (19 11/16 x 27 9/16in).

A set of three (3)

**£3,000 - 5,000**

**Provenance**

With MacConnal Mason & Son Ltd.





57



57



58



58

57

**ROBERT CLEMINSON (BRITISH, 1864-1903)**

Gun dogs with quarry

each signed 'Cleminson' (lower right)

oil on canvas

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

a pair, (2)

**£4,000 - 6,000**

58

**EDWARD ARMFIELD (BRITISH, 1817-1896)**

Terrier ratting in a barn

signed 'E Armfield' (lower left)

oil on canvas

each: 70 x 88cm (27 9/16 x 34 5/8in)

a pair (2)

**£1,000 - 1,500**



59



59



60



60

59  
**CHARLES OLIVIER DE PENNE (FRENCH, 1831-1897)**  
 A pair of portraits of gundogs  
 signed and dated 'O De P 1889' (centre)  
 oil on canvas  
 62.5 x 52.5cm (24 5/8 x 20 11/16in).  
 (2)  
**£1,500 - 2,000**

60 AR  
**FREDERICK J. HAYCOCK (BRITISH, BORN 1948)**  
 A pair of Springer Spaniel portraits  
 both signed 'Frederick J Haycock' (lower right)  
 oil on canvas  
 each: 38 x 59.5cm (14 15/16 x 23 7/16in).  
 (2)  
**£1,000 - 1,500**



61



62



63



64

61  
**GEORGE ARMFIELD (BRITISH, 1810-1893)**  
 Gordon Setters  
 signed with initials 'GA' (lower right)  
 oil on canvas  
 65.5 x 76cm (25 13/16 x 29 15/16in).

£800 - 1,200

62  
**SAMUEL FULTON (BRITISH, 1855-1941)**  
 Terriers in a barn  
 signed 'Sam Fulton' (lower right)  
 oil on canvas  
 39.5 x 49.5cm (15 9/16 x 19 1/2in).

£800 - 1,200

63 AR  
**JOHN MURRAY THOMSON, RSA RSW PSSA (BRITISH, 1885-1974)**  
 Collie and her pups  
 signed 'J Murray Thomson' (lower right)  
 oil on canvas  
 44 x 60cm (17 5/16 x 23 5/8in).

£400 - 600

64 AR  
**FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)**  
 'Crafty and Jill' - two wire haired terriers  
 signed 'F.M. Hollams/1928' (lower right)  
 oil on panel  
 30 x 42cm (11 13/16 x 16 9/16in).  
 Unframed

£800 - 1,200

65  
**JAMES ARMSTRONG, (EARLY 19TH CENTURY)**  
 Portrait of the greyhound Tom Spring  
 inscribed 'sketch by James Armstrong, of the celebrated greyhound Tom Spring ' on label (verso)  
 oil on board  
 26 x 33.5cm (10 1/4 x 13 3/16in).

£500 - 700

James Armstrong was an early 19th Century painter of 'celebrated' greyhounds. This painting of the greyhound 'Tom Spring' might have been named after the bare knuckle fighter and heavyweight champion of England from 1821-1824 which would date this painting to within those years.

66  
**A. ROLAND KNIGHT (BRITISH, ACTIVE 1879-1921)**  
 Pike  
 signed 'A Roland Knight' (lower left)  
 oil on canvasboard  
 16.5 x 23cm (6 1/2 x 9 1/16in).  
 together with another by the same hand of the day's catch (2)

£500 - 700





68



69



70



71

67  
**CHARLES STUART, FSA (BRITISH, ACTIVE 1861-1904)**  
Stag in a Highland landscape  
signed 'CHARLES STUART' (lower left)  
oil on canvas  
61 x 46cm (24 x 18 1/8in).

£500 - 700

68 AR  
**JOHN SEEREY-LESTER (AMERICAN, BORN 1946)**  
Leopard amongst the trees  
signed and dated 'Seerey Lester 80' (lower left)  
pastel  
38.5 x 53.5cm (15 3/16 x 21 1/16in).

£800 - 1,200

69 AR  
**DONALD GRANT (BRITISH, 1942-2001)**  
Leopard  
oil on canvas  
76.5 x 126cm (30 1/8 x 49 5/8in).

£1,500 - 2,000

70 AR  
**PIP MCGARRY (BRITISH, BORN 1955)**  
Elephants  
signed and dated 'Pip McGarry 2000' (lower right)  
oil on canvas  
24 x 105cm (9 7/16 x 41 5/16in).

£800 - 1,200

71 AR  
**PIP MCGARRY (BRITISH, BORN 1955)**  
Snow Leopard  
signed and dated 'Pip McGarry 1999' (lower right)  
oil on canvas  
49 x 75cm (19 5/16 x 29 1/2in).

£1,000 - 1,500

# WORKS OF ART, SILVER & JEWELLERY

Lots 72 - 105





72

72<sup>Y</sup>

**A SET OF FOUR FOX HEAD MENU HOLDERS**

*By Carrington & Co, Birmingham, 1933*

Together with a set of four Asprey silver and tortoiseshell menu holders decorated with game birds and animals, 291.2g gross.

**£350 - 550**

73

**A 20TH CENTURY FOXES MASK STIRRUP CUP**

*Richard Common, London 1964*

Realistically modelled with fox's mask, 17.5cm high, 9.5cm diameter (6 1/2in high, 3 1/2in diameter).

**£500 - 700**

74

**A COLLECTION OF FOUR BROOCHES**

Comprising: a brooch designed as a standing horse, width approximately 30mm, maker's mark 'A&W', British hallmarks for 9 carat gold, weight approximately 11.4 grams; a brooch designed as a galloping horse, width approximately 38mm, maker's mark 'A&W', British hallmarks for 9 carat gold, weight approximately 9.5 grams; a pin brooch designed as a horn, length approximately 55mm, weight approximately 3.0 grams; and a pin brooch designed as a horn with a diamond set horse shoe motif, length approximately 35mm, weight approximately 3.0 grams, estimated total diamond weight approximately 0.35ct (4)

**£500 - 800**



73



74





75

75  
**A Cased SET OF FOUR PLACE SETTINGS FORMED AS PHEASANTS**

*By Sampson, Mordan & Co, Chester, 1910*

And another set by the same, on silver-gilt bases, *Chester, 1913, height 3cm.*

**£500 - 700**

76  
**RACING INTEREST: A SILVER GILT VINAIGRETTE**

*By Samuel Pemberton, Birmingham 1821*

The hinged cover with cast racing horses, opening to reveal a gilt interior and hinged pierced floral grill, *height 1.5cm, length 3.7cm, weight 25gms.*

**£1,000 - 1,500**

**Provenance**

Arthur Wellesley, 1st Duke of Wellington. Thence gifted by Duchess of the 3rd Duke of Wellington to Mary Britten, a hospital nurse in the service to the Duke and Duchess, in 1924.



76



77  
**A SILVER BOARS HEAD STIRRUP CUP**

*By Asprey and Co., London 1970*

Of typical form and realistically modelled, with gilded interior, *length 11cm, weight 18.4oz.*

**£1,500 - 2,000**



77



78

78

**A MODERN SILVER TABLE PHEASANT**

*Signed Tom Mackie, Sheffield, 2008*

Realistically cast on a foliate rocky base loaded, 40cm wide, 28.5cm high (15 1/2in wide, 11in high).

**£1,000 - 1,500**

79

**A CROQUET SET AND STAND**

By George G. Bussey & Co., London

The six wooden mallets suspended on a pine stand, with central peg and further small mallet, the lower tier with balls, with 5 metal hoops (four with colour pegs), 127cm wide, 18cm deep, 144cm high (50in wide, 7in deep, 56 1/2in high)

**£500 - 700**

80

**A 19TH CENTURY HIP FLASK**

By J.N. Mappin, London 1889

With cut glass body and silver mounts, contained within a suede pouch, together with a tapered glass flask, by George Unite, Birmingham 1909, the lid engraved 'F. D. J.', with leather pouch, and a leather cased four bottle set with silver mounts, the hip flask 14.5cm high, 8cm wide (5 1/2 high, 3 in wide) (3)

**£200 - 300**



80



83

83

**A PAIR OF 20TH CENTURY BOHEMIAN RUBY STAINED GLASS VASES**

Each engraved with a hunting scene depicting stags and dogs within a woodland setting, the bulbous body on a round foot, with elongated neck and flared scallop edged rim, 40.5cm high (15 1/2in high)

£700 - 1,000

84

**A 19TH CENTURY STAFFORDSHIRE FOX MASK STIRRUP CUP AND A WEDGWOOD BISCUIT BARREL**

The stirrup cup naturalistically painted, the rim with gilt bands and inscribed 'Tally Ho', 15cm long, the blue jasperware biscuit barrel decorated with a frieze depicting a fox hunting scene, with silver plated cover and swing handle, 14cm high to the rim of the barrel, 13.3cm diameter, impressed WEDGWOOD

£300 - 500

81

**AN ENGRAVED MOSER VASE**

Dated Jan 21, of gently tapering form, engraved with a scene of a stag drinking water at a stream, within a woodland setting, 20.5cm high, factory mark, date engraved within the design on the body.

£300 - 400

82

**A CROQUET SET AND STAND**

By John Jacques & Sons., London

The four wooden mallets and central peg supported on a wooden stand with brass handle, the lower tier with 4 balls, and 6 metal hoops, with applied brass makers label 48cm wide, 21cm deep, 103cm high (18 1/2in wide, 8in deep, 40 1/2in high)

£500 - 700



82





85

85 AR

**NICK BIBBY (BRITISH, BORN 1960)**

Goshawk, standing

Signed and numbered 'Bibby, 4/12' foundry mark (on base), bronze with a mottled green patina, 49cm wide, 40cm high (19 5/16 wide, 15 3/4 high)

£1,000 - 1,500

86

**GEOFFREY DASHWOOD (BRITISH, BORN 1947)**

Partridge, lying with one wing outstretched

Signed and numbered 'Dashwood, 8/12' with foundry mark (to base), bronze with mottled brown patina, 23cm wide, 10cm high (9 1/16 wide, 3 15/16 high)

£800 - 1,200

**Provenance**

With Gallery Pangolin, Chalford, Glos (2002)



86



87

87

**A PAIR OF 20TH CENTURY BRONZES OF SPORTING INTEREST**

The first in the form of a stag standing on rocky outcrop, the other of a pair of partridge on a naturalistic base, both raised on a similar marble plinths, *the stag 30cm wide, 15cm deep, 41cm high (11 1/2in wide, 5 1/2in deep, 16in high), the partridge 19cm wide, 10cm deep, 14cm high (7in wide, 3 1/2in deep, 5 1/2in high).* (2)

**£250 - 350**

88

**ALFRED DUBUCAND (FRENCH, 1828-1894)**

Cock pheasant

Bronze with brown patina, raised on a stepped naturalistic rectangular base, signed 'Dubucand', *29cm wide, 7cm deep, 19cm high (11in wide, 2 1/2in deep, 7in high)*

**£300 - 400**



88



90

89

**PHYLLIS MARY BONE, ARSA (BRITISH, 1896-1972)**

A bronze group of a Shetland pony and foal, raised on an ebonised plinth, the bronze base inscribed 'Phyllis M. Bone', and another bronze of a stallion, 34cm wide, 12cm deep, 22cm high (13in wide, 4 1/2in deep, 8 1/2in high) (2)

£500 - 700

90

**AFTER ALFRED DUBUCAND (FRENCH, 1828-1894)**

A figure of a stallion, bronze with dark brown patina, on a naturalistic base inscribed 'Dubucand', 24cm wide, 7.5cm deep, 24cm high (9in wide, 2 1/2in deep, 9in high)

£300 - 400



91

91

**AFTER ISODORE BONHEUR (1827-1901)**

A bronze figure of a stallion, raised on an oval base, inscribed 'I. Bonheur', 18cm wide, 17cm high (7in wide, 6 1/2in high)

£200 - 300



89







92

92

**EMMANUEL FRÉMIET (FRENCH, 1824-1910)**

Setter

Seated on an oval base, bronze with brown patina, signed 'E. Fremiet' to base, 15cm wide, 16cm high (5 7/8 wide, 6 5/16 high)

£400 - 500

93

**ROSA BONHEUR (FRENCH, 1822-1899)**

Sheep

Standing on an oval base, bronze with brown patina, signed 'Rosa B' to the base, 23cm wide, 16cm high (9 1/16in wide, 6 5/16in high)

£400 - 500



93



94

94

**DAVID WYNNE (BRITISH, 1926-2014)**

Stalking Leopard

Bronze with copper patina, signed to base 'David Wynne, 1996, 1/6'  
91cm wide, 20.5cm deep, 25cm high (35 1/2in wide, 8in deep, 9  
1/2in high)

£3,000 - 5,000

95 AR

**BRENDAN HESMONDHALGH (BRITISH, BORN 1973),  
RHINOCEROS**

Moulded cold cast bronze resin in the form of a standing Rhinoceros,  
mounted on a square plinth, 30cm wide, 43cm high (11 1/2in wide,  
16 1/2in high)

£400 - 600



95



96



96 AR

**OWEN LLEWELLYN DAVIES (ZIMBABWE, B. 1950)**

A bronze group of antelopes, raised on a naturalistic base inscribed '11/15', raised on an oval marble slab, together with another example of a cheetah inscribed to the base '3/15', and another of an Elephant inscribed '65/200', 32cm wide, 22cm deep, 32cm high (12 1/2in wide, 8 1/2in deep, 12 1/2in high) (3)

£600 - 800

97 AR

**OWEN LLEWELLYN DAVIES (ZIMBABWE, B. 1950)**

Lioness and cubs  
A bronze group of a Lioness and two cubs, on a naturalistic base inscribed 'Llewellyn, 11/12', 85cm wide, 43cm deep, 47cm high (33in wide, 16 1/2in deep, 18 1/2in high)

£600 - 800



97





98

98

**A CASED DISPLAY OF TAXIDERMY**

Comprising a pair of Ptarmigans, a woodcock and snipe, blackgame, three grouse, and golden plover mounted within a naturalistic rocky setting, cased and glazed 86.5cm wide, 32.5cm deep, 88cm high (34in wide, 12 1/2in deep, 34 1/2in high)

**£1,000 - 1,500**

99 Y

**A SLOTH BEAR RUG**

By Van Ingen and Van Ingen of Mysore

With black felt border trimming, khaki linen backing, red stencilled number '39911' and paper label, 152cm wide, 162cm long (59 1/2in wide, 63 1/2in long)

**£400 - 600**

**Provenance**

Van Ingen No. 39911 - order received 17/11/1955 from The Private secretary to H.H. Raja Sahib of Nandgaon of Raj Nandgaon, M.P. The order was delivered on 26/5/1956.

100

**A MOUNTED COMMON BUSH PIG HEAD**

Neck mount, 35cm wide, 62cm deep, 50cm high (13 1/2in wide, 24in deep, 19 1/2in high)

£500 - 700

101

**A MOUNTED BOARS HEAD**

Mounted on a carved backboard covered with animal hide and applied label 'Van Thieghem, 62 Rue du Marais, 62, Bruxelles', 60cm wide, 66cm deep, 77cm high (23 1/2in wide, 25 1/2in deep, 30in high)

£300 - 400



100



103

102

**A PAIR OF MOUNTED BUSH BUCK HORNS**

By Spicer and Sons, Leamington

Mounted on a shield shaped wooden board, stamped to the reverse 'P. Spicer & Sons, Taxidermist, Leamington', together with a 19th century silver-plate mounted hunting flask of tapering form, with leather case, by James Dixon & Sons of Sheffield, with trumpet and banner mark, the horns 39cm high, 17.5cm wide (15in high, 6 1/2 wide), the flask 22.5cm long, 6cm diameter (8 1/2in long, 2in diameter) (2)

£300 - 400

103

**A MOUNTED WARTHOG HEAD**

Neckmount, 32cm wide, 51cm deep, 37cm high (12 1/2in wide, 20in deep, 14 1/2in high)

£600 - 800



105

104<sup>Y</sup>

**A MOUNTED BLACK BUCK HEAD**

On a carved shield-shaped wooden board, 45cm wide, 39cm deep, 83cm high (17 1/2in wide, 15in deep, 32 1/2in high)

£300 - 400

105

**AN IMPRESSIVE PAIR OF 32-POINT RED DEER ANTLERS**

Unmounted, 124cm wide, 41cm deep, 98cm high (48 1/2in wide, 16in deep, 38 1/2in high)

£600 - 800



104



# FISHING

Lots 106 - 130





106

106

**A MALLOCH CARVED WOODEN AND PAINTED SALMON**

an impressive half-block salmon, well carved and naturalistically painted, mounted on a painted back-board inscribed, "P D Malloch, Perth"

*117cm wide, 27cm high*

**£3,000 - 4,000**

107

**A MOUNTED FEROX OR BROWN TROUT**

By P. D. Malloch, Perth

Mounted and displayed on a painted back-board and frame with a label for the Naturalist and another inscribed "Killed on Loch Rannoch, 20th June 1904. Weight - 9 ½lbs.", the frame 89cm wide, 36cm high (35in wide, 14in high).

**£500 - 700**



107



108

108

**A MALLOCH STYLE SEA TROUT**

The plaster mounted sea trout naturalistically painted and in a painted and barrel fronted glazed cased, 66cm wide, 22cm high (25 1/2in wide, 8 1/2in high).

**£500 - 700**

109

**A CASED AND MOUNTED TROUT**

By J. E. Miller, 19 New Station Street, Leeds

The trout mounted in a naturalistic river-bed setting and in a glazed bowfronted case with gilt edging and inscribed "Trout, Caught by H. Hopton, at Ripon, 20th April 1908, Wgt. 2 3/4lbs", 63cm wide, 34cm high (24 1/2in wide, 13in high).

**£500 - 700**



109





115

114

**A SMALL COLLECTION OF TROUT FISHING AND FLY TYING TACKLE**

including a John Dickson & Son 9ft. Graphite rod, three further rods, three reels, fly tying box, selection of books, landing net, flies & wallets

£250 - 350

110

**A LARGE MALLOCH FLY BOX AND CONTENTS**

Black japanned and with four internal hinged leaves containing 121 fully dressed gut and metal-eyed salmon flies up to 8/0 in size, 25cm wide, 17cm high (9 1/2in wide, 6 1/2in high).

£500 - 700

115

**A CHARLES FARLOW & CO LTD. THE "MEAKIN" TROUT FLY CABINET AND SALMON FLIES**

Black japanned with folding handles, fall-front with six removable trays containing flies; includes 84 fully dressed gut-eyed single flies up to 7/0, 36 similar double salmon flies and two trays of dry flies.

£500 - 700

111

**A 19TH CENTURY LEATHER ROD TUBE AND TACKLE**

Including a wooden tackle box with two lift-out trays containing assorted tackle; a coromandel wood and brass mounted priest with turned handle and a leather flask case.

(4)

£400 - 600

112

**A HARDY "GRAPHITE SMUGGLER DE-LUXE" FLY ROD**

7-piece, 8ft 2 1/2in, #6, with burgundy finish, scarlet whippings and anodized reel fittings in maker's cream cloth bag and leather tube, light use, number ET61516 (250cm)

£300 - 400

113

**A HARDY BROS. WOODEN ROD BOX**

mahogany and iron banded with leather straps, leather carrying handle and lockable with metal Hardy label inside  
173cm long

£300 - 400



110



116

116

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

By R. J. Kyle

Gut eyed contemporary hooks, all fully dressed Scottish and Highland salmon river flies including "The Childers", "The Black Prince" and "The Red Drummond" and others, mounted in a frame.

62.5cm wide, 52cm high (24 1/2in wide, 20 1/2in high)

**£800 - 1,200**

117

#### **A CHARLES FARLOW & CO. ALL BRASS 4 1/4IN PATENT LEVER REEL AND A FARLOW'S COLLAPSIBLE LINE DRIER**

The reel numbered 462 and the line drier with brass and iron frame and short butt handle designed by R. D. de Uphaugh, both with 191 Strand address; a Malloch, Perth, brass 4 1/2in plate-wind reel retaining most of original finish; a Hogg, Edinburgh, brass 3 1/4in reel; an Eaton & Deller brass faced & bakelite reel; eight brass crank-wind reels, including one by Allcock; six further brass and alloy reels; six Nottingham strap-back reels and a Scarborough reel.

(26)

**£500 - 700**

118

#### **A COLLECTION OF ASSORTED HARDY TACKLE**

Two black japanned lure boxes containing a number of baits by Hardy and others; a "Practical" line drier with additional holes for arm movement; a "Compact" line drier, all alloy; a leather "Onview" cast wallet; a "Neroda" dry fly box; an "Album" cast box and two others japanned & copper; an alloy small fly box; a brass telescopic gaff with wooden handle and two Hardy's Anglers' Guides for 1931 & 1951. (13)

**£600 - 800**

119

#### **FISHING REGISTER**

*Handwritten record of fishing trips, approximately 115 photographic prints (84 x 55mm. or larger), newspaper cuttings, half calf, gilt 'Fishing Register' to upper boards, 4to (264 x 210mm.), 1889-1927*

**£400 - 600**

This nicely presented fishing register records the many fishing trips taken by the owner between the years of 1889-1927, illustrated with photographic prints, and newspaper clippings, with detailed descriptions of the day's catch.



120

120

**A HARDY THE "EUREKA" 3 ½IN EARLY MODEL**

Twin ivory handles, on/off rim check lever and cut-out rim section; a Hardy The "Uniqua" 4 ½in wide drum salmon reel, ivory handle, face-plate with four cusps, reduced brass foot; another "Uniqua" 3 ½in wide drum with horse-shoe drum release latch; a Hardy Birmingham 2 ½in plate-wind reel with oval enclosed logo and an Army & Navy 4 ½in uniuqua style alloy reel.

(5)

£500 - 700

121

**A FORREST & SONS, KELSO, THE "WAVERLEY" 4IN SALMON REEL**

Alloy with brass foot and strapped rim-tension adjuster and a collection of assorted tackle including an Abu Ambassador red 6000 multiplier (cased) further reels, six various predominately cane rods and three trout fly boxes.

£200 - 300

122

**A HARDY BIRMINGHAM 4 ¼IN PLATE-WIND REEL**

With ebony handle, oval enclosed and rod-in-hand logos, retaining some bronzed finish and a Hardy Birmingham half-ebonite 3 ½in plate-wind reel with nickel silver rims, ivory handle, oval enclosed and rod-in-hand logos.

(2)

£500 - 700



122



123

123

**A RARE HARDY THE "PERFECT" MARK I DUPLICATED NARROW DRUM ALLOY REEL**

Circa 1920, 3 ¾in with ivory handle, chrome foot and rim-tension adjuster together with a canvas reel bag.

£300 - 400

124

**A WILLIAM GARDEN, ABERDEEN, ALL BRASS 4IN LEVER-WIND SALMON REEL**

With an anti-foul rim and ebony handle; a Thomas Aldred, 126 Oxford St. address all brass reel with raised check-housing; two similar Scottish brass-faced salmon reels with bakelite back-plates and nickel rims; an Army & Navy alloy trout reel & a star-back Nottingham reel.

(6)

£200 - 300







125

125

**A REUBEN HEATON EBONITE CENTREPIN BRAKE REEL**

Not marked but stamped with the 7019 patent to the brake mechanism on one of the nickel silver rims, 3 5/8in with twin horn handles, brass check button and drum release catch and an Allcock 3 1/2in Nottingham strap-back reel.

(2)

**£300 - 400**

**Literature**

STEPHENSON (JOHN) *Rosewood to Revolution*, p.37

A similar reel was sold by Bonhams 13th May 2005



126

**A HARDY THE "HOLD-ALL" LEATHER TACKLE CASE**

With lift-out tray and compartments, initials to the top, 50cm wide; a Hardy landing net, all wood coquet style with brass clip; a Farlow the "Gye" landing net and a J. Bernard & Son black japanned fly reservoir with five alloy lift-out trays and containing over 70 gut and metal-eyed salmon and trout flies, some doubles.

(4)

**£600 - 800**

127

**A THREE-SPOKE COXON AERIAL STYLE REEL AND ANOTHER SIX-SPOKE**

The 3 1/2in three-spoke centrepin with a star-back, ebonite drum, horn handles and check button to reverse; the 4 1/4in six-spoke with star-back, ebonite drum, twin xylonite handles, missing line guide and with later adapted sidecaster mechanism, the brass stamped 21472; an Allcock & Co The Aerial "Popular" 4 1/4in alloy reel with twin xylonite handles; a later Allcock "Aerial" reel and a prototype Aerial style centrepin reel.

(5)

**£1,000 - 1,500**



127





128

128 Y Φ

**AN EATON & DELLER ALL BRASS CRANK-WIND 4 ½IN REEL**

6 & 7 Crooked Lane, London

Appears seldom used retaining original bronzed finish, turned ivory handle, raised check-housing to the back plate; a Wm Brown, Aberdeen, brass 3 ¾in crank-wind reel with ebony handle; a G Little & Co brass 4in plate-wind reel; a Charles Farlow brass 2 ¾in plate-wind reel; an brass 3 ¼in lever-wind reel with raised pillars and check-housing to the back and a brass 2in clamp winch with a crank-winding arm and ivory handle.

(6)

£500 - 700

129

**AN ILLINGWORTH NO. 1 FIXED SPOOL REEL, CASED**

Unnamed first version of the No. 1 reel with twin ivorine handles, foot moved, with a leather case.

£500 - 700

130 Y Φ

**TWO CHARLES FARLOW, 191 STRAND, LONDON SALMON REELS**

One a 'Perth' style 4 ¼in wooden reel with brass winding-plate, ivory handle and brass rims; the other all brass 4 ¼in ivory handle and 'fish' logo to base, both engraved with initials 'H. R. H.' to both reels and the Farlow leather cases.

(2)

£400 - 600



129



130

# GOLF

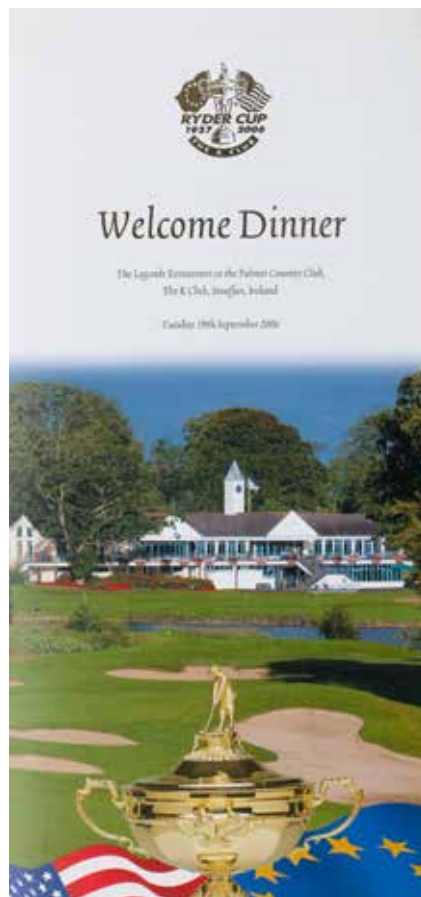
Lots 131 - 157







131



131

### RYDER CUP 2006: A FULLY SIGNED WELCOME DINNER MENU AT THE K CLUB

The inside signed by each player over his printed name, [European] Team Captain: Ian Woosnam, Paul Casey, Darren Clarke, Luke Donald, Sergio Garcia, Padraig Harrington, David Howell, Robert Karlsson, Paul McGinley, Colin Montgomerie, Jose Maria Olazabal, Henrik Stenson and Lee Westwood. [USA] Team Captain: Tom Lehman, Chad Campbell, Stewart Cink, Chris DiMarco, Jim Furyk, J. J. Henry, Zack Johnson, Phil Mickelson, Vaughn Taylor, David Toms, Scott Verplank, Brett Wetterich and Tiger Woods.

£500 - 800

Dinner menus are provided at the various Ryder Cup functions to record the date of the function, the venue, the toasts and sometimes even the teams and the results of the Matches. During these meals, the players on both sides will sign the menus and due to their disposable nature surviving ones, especially signed ones, are rare.

Europe secured the necessary 14 points to retain possession of the Ryder Cup when Sweden's Henrik Stenson holed a birdie putt on the 15th hole.

Result: Europe 18½, USA 9½.

132

### A SCOTTISH PATERSON SHIELD 9 CT GOLD MEDAL WITH LOOP AND COLLAR

Inscribed to obverse, 'B.G.C. Won by C. Thomson 1912' with golfer on reverse, clear W.J.D. hallmarks and James Shand of Elgin pale green box; together with an American Hole in One pipe dated 18/9/1927 'C.G.T.' and another American Hole in One trophy engraved 'C.G.T.' in the form of a brass boxed Valet Auto Strap Safety Razor.

£300 - 500

133

### A FEATHER FILLED GOLF BALL CIRCA 1850

Un-named, majority of white paint coverage and patina, no splits to seams. 43mm diameter (1 5/8in diameter)

£1,000 - 1,500



133

134 AR

**CRAIG CAMPBELL (BRITISH, BORN 1960)**

Tiger at the Masters

Signed 'Craig Campbell' (lower right) and dated '2005' (lower left), acrylic on board.

49 x 39cm (19 5/16 x 15 3/8in).

£500 - 800

Crowood Collectors' Series *Golf Memorabilia 2008* illustrated on page 91: 'One aspect that sets Craig Campbell apart from his contemporaries is his age [45] and his skills as both a landscape and portrait artist...'

135

**AN ORIGINAL J. C. H. BALMAIN  
MERCHANTS OF EDINBURGH GOLF  
CLUB PHOTOGRAPH**

Dated June 1909 and featuring the 'Provisional and Club Council 1907 1908 1909', 45cm wide, 35cm high (17 1/2in wide, 13 1/2in high)

£200 - 300

**Provenance**

An original Jas. Balmain paper label in on the back of the frame.

136

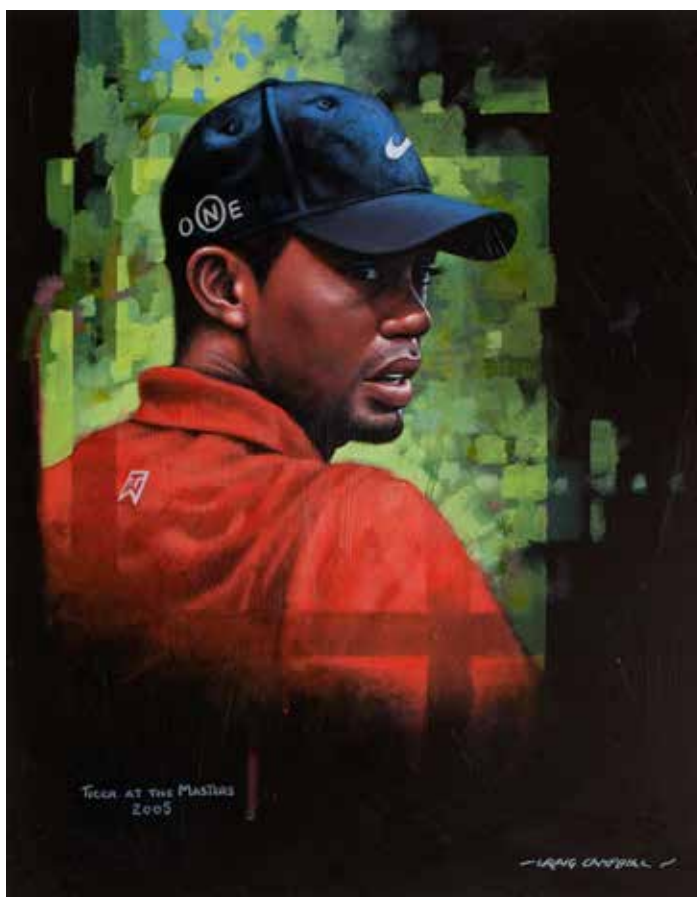
**HUTCHINSON & MAIN: A SPRINGVALE  
BRAMBLE GOLF BALL, CIRCA 1905**

With a 95% coverage of original white paint, together with a no name raised square mesh patterned golf ball, circa late 1890's.

(2)

£300 - 500

The Springvale Bramble golf ball was originally on sale for 1/0d; this particular lot, although without letters, was found in its original box amongst similar balls.



134



136



137

137

**RYDER CUP 2006: CAPTAIN IAN WOOSNAM'S PERSONAL GIFT TO EACH OF HIS TEAM**

In the form of a Welsh crystal vase with a silver base and bands, top and bottom in very rare Welsh gold. The Ryder Cup trophy is engraved on one side of the vase. This is probably the first such vase to come to auction.

**£800 - 1,200**

Ian Woosnam, a proud Welshman, said upon being appointed the European Team Captain, 'This is the biggest honour I've ever had. Winning a Major was fantastic, but to win this being a captain of 12 great players and a great team and having all the responsibility of Europe on your shoulders, this will be probably the most emotional I'll ever be in my life.'

Result: Europe 18½, USA 9½

138

**HUGH PHILP: A LONG NOSE SCARED NECK PUTTER CIRCA 1840S**

The thorn wooded head stained in a mid-brown, neat extended back weight, horn insert with an old split, clear lettering to crown, original shaft and leather hide grip over under-listing a flat lie.

*Length 34¾in, club head 4½in, width 2in, face depth 7/8in, 4½ inches*

**£800 - 1,200**



139

139

**1937 OPEN CHAMPIONSHIP COMPETITOR'S BADGE**

Made in brass and decorated with enamel, with lettering 'The Open Championship Carnoustie, 1937' beneath crown.

**£250 - 400**

Most likely the R&A approached the Lord Chamberlain's office for permission to use the King George VI crown in its elaborate yellow metal and purple enamel competitor's badge for the 1937 Open Championship at Carnoustie. Both Edward [1922] and George [1930] were keen golfers and ex R & A Captains. Up until that time, the competitors' badges were plain card tie-on badges. In 1938, Britain was preparing for war and although the Open was played in 1939 and 1940, the competitors' badges reverted to cardboard.

140

**KERR (JOHN)**

The Golf-Book of East Lothian, NUMBER 134 OF 500 SMALL PAPER COPIES, SIGNED BY THE AUTHOR, *9 full page plates and many illustrations in the text, ownership inscription to end paper, foreward detached with taped repair, publisher's decorative cloth, 4to, Edinburgh, T. and A. Constable, 1896*

**£200 - 300**

**Provenance**

J. H. Hutchinson, Argyll Lodge

This lot is being sold in aid of Leukemia Research Foundation.





142



143

141

#### **AFTER STEVE LOTUS: A ZACH JOHNSON SIGNED PRINT**

Including the signature of 154 additional participating players in the 144th Open Championship held in St. Andrews, 2015; as Champion Zach Johnson re-signed the margin directly below the black and white vignette at the conclusion of the championship, mounted and framed, 91.5cm wide, 72cm high (36in wide, 28in high)

**£1,200 - 1,600**

As is the custom, after each Championship the R&A ask each registering player to autograph two prints by that year's nominated official artist. A black inked pen is provided to ensure some uniformity. A large space is left for the champion to sign again.

In this case an unsuspecting Zach Johnson signed the print on the upper mount directly below the old red brick university building. Each year, The R&A give one of the fully signed prints to a charity - in this case the St. Andrews Rotary Club.

Due to appalling weather conditions the final round was moved to the Monday. After 72 holes three players finished with a total of 273 shots, with Zach Johnson finishing with a round of 66. A four hole aggregate play off concluded with Johnson beating Oosthuizen and Fleishman to become the 2015 Open Champion.

142

#### **A ST. ANDREW'S GOLF GOLD CLUB MEDAL, 1908**

The reverse engraved 'C. Kilpatrick, October 1908', the obverse showing a golfer in traditional pose, clear William Dingley hallmarks, 9 carat, weighs 7.8g, 35mm (including suspension loop), 25mm diameter.

**£200 - 300**

#### **Provenance**

By Family descent.

This medal was won by the current owners grandfather who was a long-time member of the St. Andrew's Golf Club, formed in 1843.

143

#### **AMERICAN ART NOUVEAU COPPER AND BRASS GOLFER VASE**

Of organic bulbous form, embossed with a golfer atop a mesh gutta-percha ball, the reverse with an American stars and stripes flag, with two sinuous brass handles, a rare example.

16cm high (6in high)

**£200 - 300**

We are not aware of this golfing piece being recorded, nor the significance of the American flag; it has no maker's marks on base



144

144

#### RYDER CUP 2001: A COLOUR PHOTOGRAPH OF THE 2001 EUROPEAN TEAM

The surround has been neatly signed by all the players, the Captain and two Vice Captains to include Padraig Harrington, Darren Clarke, Nicolas Fasth, Bernhard Langer, Sam Torrance [Captain], Thomas Bjorn, Paul McGinley, Lee Westwood, Pierre Fulke, Philp Price, Colin Montgomerie and the two Captain's picks Jesper Parnevik and Sergio Garcia.

£500 - 800

The 34th Ryder Cup Matches were held 27–29 September 2002 in England, on the Brabazon Course at The Belfry. The event was originally scheduled for 28–30 September 2001 but was postponed for a year on 16 September following the September 11th attacks.

European Team Captain Sam Torrance MBE wrote before the start of the matches, 'Let us show the world this week that the most intense competition, at the highest level, can take place in a warm and friendly atmosphere as the two best golf teams on earth come together to settle the destination of the Ryder Cup.'

Although it had been agreed that the same Captains and players would participate in the 2002 event, Jimenez and Poulter were replaced as Captain's picks by Garcia and Parnevik.

The European team won the competition by a margin of 15½ to 12½, the largest margin of victory in the Ryder Cup since 1985. The decisive ½ point was secured by Paul McGinley in his match against Jim Furyk after he holed a 10-foot par putt on the 18th hole.

145

#### RYDER CUP 2006: CAPTAIN IAN WOOSNAM'S GIFT TO BOTH TEAM MEMBERS

In the form of a Waterford crystal decanter with exquisitely crafted handle and stopper, mounted on a black base with an attached plaque showing all the players in each team.

£800 - 1,200

Played at The K Club [Palmer Course] in County Kildare, Ireland, Europe cruised to its third consecutive Ryder Cup victory, registering a record-matching rout of the US with clutch putting and inspirational leadership by Northern Ireland's Darren Clarke.

Result: Europe 18½, USA 9½.

Darren Clarke: 'Heather died and after everything started to settle down afterwards, I embarked on the process that would eventually lead to my being able to fulfil her last desire of me – to play in the Ryder Cup. I called the captain, Ian Woosnam, and told him simply that if he wanted me to play, I'd be ready. My way of dealing with things was to throw myself into practice, and when I'd practised, I'd practise even more. I blocked out everything else and I have to admit I probably wasn't a great father at that stage. The time to grieve and give the boys the attention they deserved would come later. Everything was put on hold except my determination to get into the Ryder Cup team.'

146

#### A FEATHER FILLED GOLF BALL, CIRCA 1850

In the Gourlay style, un-named, no splits to seams, overall very good condition.

4cm diameter (1 1/2in diameter)

£2,000 - 3,000



146





147

147  
**PING: AN ANSER PUTTER STAMPED 'SLAZENGER', CIRCA 1968**

The head stamped 'Made in USA, US PAT NO. 0207227, KARSTEN MFG, CORP, PHOENIX ARIZ' and Model Number 85029, 'Slazenger' stamped to the sole'  
90.5cm long (35 1/2in long)

**£150 - 250**

This classic putter retains its original Golf Pride pistol grip, shaft label and it has not been cleaned, hence good patina.

148  
**RYDER CUP 2004: A COLOUR PHOTOGRAPH OF THE EUROPEAN TEAM**

The surround has been neatly signed by Team Captain Bernhard Langer, Paul Casey, Darren Clarke, Sergio Garcia, Padraig Harrington, David Howell, Miguel Angel Jimenez, Thomas Levet, Paul McGinley, Colin Montgomerie, Ian Poulter and Lee Westwood.

**£500 - 800**



148

149  
**RYDER CUP 2004: AN 18 HOLE AT OAKLAND HILLS COLOUR PRINT**

The border signed by each player, [USA] Team Captain: Hal Sutton, Chad Campbell, Stuart Cink, Chris DiMarco, Luke Donald, Fred Funk, Jim Furyk, Jay Haas, Davis Love III, Phil Mickelson, Kenny Perry, Chris Riley, David Toms and Tiger Woods; [European] Team Captain: Bernhard Langer, Paul Casey, Darren Clarke, Sergio Garcia, Padraig Harrington, David Howell, Miguel Angel Jimenez, Thomas Levet, Paul McGinley, Colin Montgomerie, Ian Poulter and Lee Westwood. Framed and glazed.

**£500 - 800**

The 35th Ryder Cup Matches were held September 17-19, 2004, at the South Course of Oakland Hills Country Club in Bloomfield Township, Michigan, a suburb northwest of Detroit USA.

The Europeans won the Matches by a margin of 18½ to 9½ points; the victory margin was the largest by a European team since the competition started in 1927. Europe also recorded its second consecutive triumph, fourth of the past five meetings and seventh of the past ten.



149





150

150

### RYDER CUP 2004: A WELCOME DINNER MENU FRAMED AND GLAZED

The inside signed by each player over his printed name, [USA] Team Captain Hal Sutton, Chad Campbell, Stuart Cink, Chris DiMarco, Luke Donald, Fred Funk, Jim Furyk, Jay Haas, Davis Love III, Phil Mickelson, Kenny Perry, Chris Riley, David Toms and Tiger Woods [European] Team Captain Bernhard Langer, Paul Casey, Darren Clarke, Sergio Garcia, Padraig Harrington, David Howell, Miguel Angel Jimenez, Thomas Levett, Paul McGinley, Colin Montgomerie, Ian Poulter and Lee Westwood.

£500 - 800

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151

### A GOLF CLUB BROOCH

Mounted in two-tone metal, the handle with engraved detailing, embellished with a seed pearl for the golf ball, *length approximately 60mm, stamped '9CT', seed pearl untested*

£200 - 300



151

152

### AN ORIGINAL 1920 GLENEAGLES TOURNAMENT PHOTOGRAPH

That features 40 of the participating professionals, the majority of them with a neatly annotated name below. To include James Braid, J.H. Taylor, Gassiat and the Fernie brothers. Also Ted Ray who won the qualifying stage with a score of 151, taking a £25 prize; Abe Mitchell who led after the first day with a 71 [the best stroke-play round of the week for which he collected a £10 prize] but had an 81 on the second day and finished second in the qualifying; Harry Vardon who got to the last 16 by winning a play-off, George Duncan the tournament's winner and runner up Arnaud Massy, the photograph measures, 63cm wide, 16cm high (24 1/2in wide, 6in high).

£250 - 350

The Glasgow Herald Tournament (also known as the Gleneagles Tournament) was a British golf tournament played at Gleneagles from 1920 to 1927. The 1920 event had prize money of £650, then the largest ever in a British tournament and was played between 24 and 27 May.

104 professionals played 36 holes of qualifying on the first two days. The leading 16 players then played knock-out match-play on the following two days with £500 prize money. Players outside the top 16 were eligible for a 36-hole consolation event. Duncan won the £160 first prize, "the largest individual amount that has ever been offered in a professional golf tournament".

In the 18-hole final Duncan was 5 up at the turn. Massy reduced the lead to 2 with four holes to play but Duncan won the 15th and halved the 16th.

From 1921 the prize money was increased further, to 1,000 guineas, a new record. The first prize increased from £160 to £200. From 1921 the event was often called the Glasgow Herald 1000 Guineas Tournament



154

153

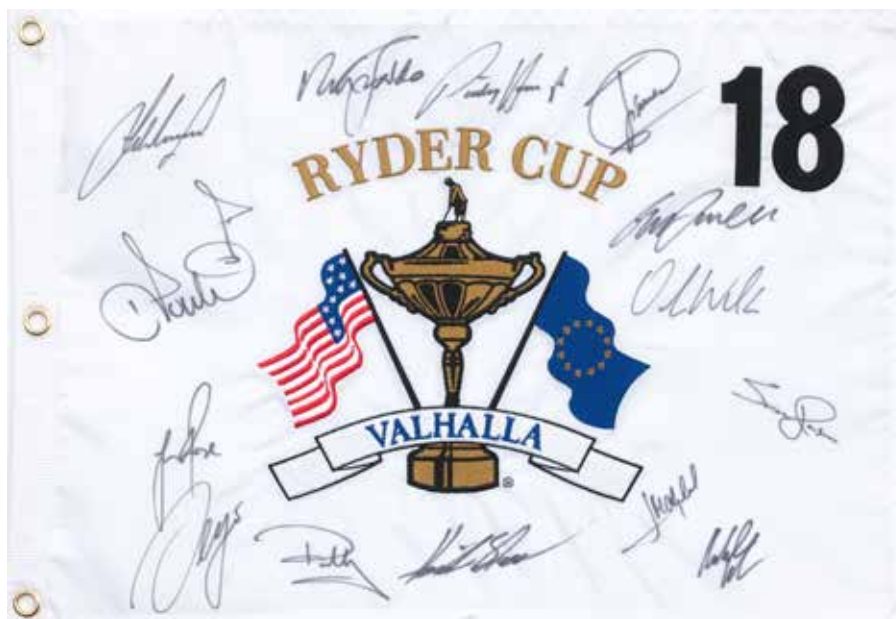
#### RYDER CUP 2008: AN 18 HOLE VALHALLA FLAG

Neatly signed by the European team Paul Casey, Padraig Harrington, Sergio Garcia, Soren Hansen, Miguel Angel Jimenez, Robert Karlsson, Graeme McDowell, Ian Poulter, Justin Rose, Henrik Stenson, Lee Westwood, Oliver Wilson and Team Captain Nick Faldo and the two Vice Captains.

£250 - 500

The 37th Ryder Cup Matches were held September 19-21, 2008, in the United States at Valhalla Golf Club in Louisville, Kentucky. Team Captains were Paul Azinger for the USA and Sir Nick Faldo for Europe.

Team USA won 16½ - 11½ to end the streak of three successive victories for Europe. This was USA's largest margin of victory since 1981 and the first time since 1979 that the Americans had held the lead after every session of play.



153

154

#### 1957 MASTERS: A MATCHING PAIR OF ADMISSION TICKETS

Green card with original punched hole reinforcement discs and cord, Series Tickets 7052 and 7053, original cost price shown as being \$12.50 for admission between March 31 and April 7 1957. Remarkably the condition of both tickets are near mint, unused.

£400 - 500

The 1957 Masters Tournament was the 21st Masters Tournament, held between April 4 and 7 at Augusta National Golf Club in Augusta, Georgia. This was the first Masters played with a 36-hole cut. Doug Ford won his only Masters, three strokes ahead of runner-up Sam Snead, a three-time champion.



156

156

#### **RYDER CUP 2006: A COLOUR PHOTOGRAPH OF THE EUROPEAN TEAM**

The surround has been neatly signed by all the players Paul Casey, Darren Clarke, Luke Donald, Sergio Garcia, Padraig Harrington, David Howell, Robert Karlsson, Paul McGinley, Colin Montgomerie, Jose Maria Olazabal, Henrik Stenson, Lee Westwood and Team Captain Ian Woosnam.

**£500 - 800**

The 36th Ryder Cup Matches were held 22-24 September 2006 in Ireland at the Palmer Course of the K Club in Straffan in County Kildare. It was the first time the event was played in Ireland.

Darren Clark a Captain's pick had recently lost his wife to cancer: 'Everybody this week has been unbelievably kind to me and sympathetic. The American team and their wives as well, giving me hugs, which has been amazing...I just wish Heather was here.'

At the conclusion of the Matches, the European team wore pink blazers in support of breast cancer research.

Europe took the Ryder Cup for a record third consecutive time with an 18½-9½ victory over the USA.

155

#### **[CLAPCOTT (CHARLES BLACKSTONE)]**

The Honourable Company Of Edinburgh Golfers 1744-1836, PUBLISHER'S PROOF, The Early Days Of The Honourable Company Of Edinburgh Golfers (1744-1764). Some Facts and Conclusions Relatave Thereto, *green paper wrapper bound in, initialled 'C. B. C April 1938', 5 pages of typed corrections and additions, 58 leaves; [The Honourable Company of Edinburgh Golfers on Leith Links (1764 to 1796)], 124 leaves; [The Honourable Company of Edinburgh Golfers, Last Days on Leith Links (1796-1836)], 100 leaves, typed manuscript, bound in a single volume, blue cloth, gilt title to spine, 4to, 1938*

**£500 - 800**

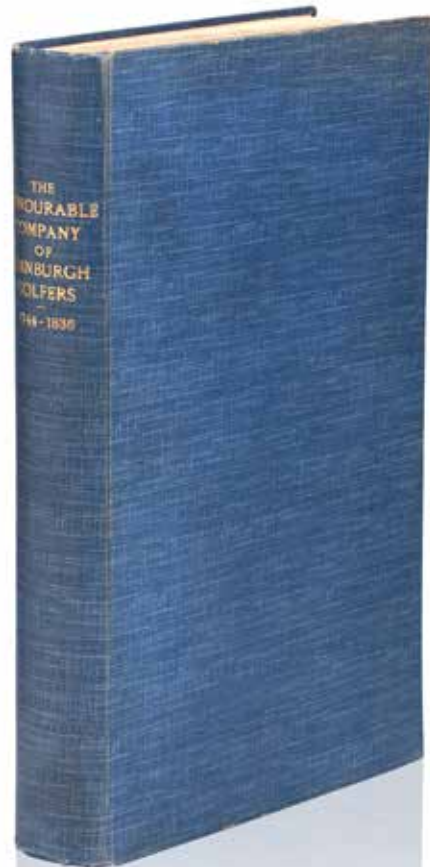
Charles Blackstone Clapcott was born in 1867, the son of Major Charles Clapcott of Devon, England. Educated at Newton Abbot School, he then went up to Jesus College, Cambridge where he graduated in Law in 1889; following which, in 1892, he was called to the Bar by Lincoln's Inn. In 1938 aged 67, he set about the momentous task of researching, and publishing, the history of the Honourable Company of Edinburgh Golfers.

The result of which was the production of what is thought to be only a few copies of each book or Research Paper with last minute 'Corrections and Additions'.

Four of Clapcott's books or Research Papers comprised a chronological history of The Honourable Company of Edinburgh Golfers - considered by many to be the 'Oldest Golf Club in the World' - from its formal institution at Leith in 1744; through to 1891, the year it moved from Musselburgh to its present Clubhouse and Course at Muirfield.

In the two remaining books Clapcott discusses which is 'The Oldest Club' and in the other 'Some Comments on the Articles & Laws in Playing the Golf...').

In recognition of his literary services, The Honourable Company of Edinburgh Golfers Club elected him to Honorary Membership.



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# **RYDER CUP: SERGIO GARCIA'S REPLICA RYDER CUP TROPHY**

By Asprey, London 2001.

Modelled as the original; on domed foot, the knopped stem with lion masks to top, one side of the body engraved 'The Ryder Cup', the other with cast American and European flags crossed, the lid with standing golf figure, the stepped wooden plinth with metal border engraved 'Sergio Garcia Ryder Cup Player 2001'.

Overall height 30.5cm (12in)

**£6,000 - 8,000**

The PGA celebrated its Centenary in 2001 and in recognition of its wonderful Ryder Cup history it presented all living Ryder Cup European players with their own Ryder Cup trophy. This fine gesture was seen to be even more significant when the terrorist events in the United States on September 11 2001 forced the postponement of the 34th Ryder Cup Matches.

Sergio Garcia Fernández was born in January 1980. Garcia has won 31 international tournaments as a professional, most notably the 2008 Players Championship and the 2017 Masters Tournament.

Garcia first played in the 1999 Ryder Cup Match when he was the youngest ever European at 19 years 8 months and 15 days. The 1999 Ryder Cup played at The Country Club, Brookline saw the partnership of Garcia and Jesper Parnevik earning 3½ points out of 4.

With the 2018 Ryder Cup fast approaching in late September Sergio Garcia has played in 45 Matches. He has represented Europe in 1999, 2002, 2004, 2006, 2008, 2012, 2014, and 2016 with 18 Wins, 7 Halves and 20 losses.

At its Sporting Sale in Edinburgh in November 2014 Bonhams sold Harry Bannerman's 2001 Ryder Cup replica trophy for £11,500.

**END OF SALE**

## JEWELLERY

Wednesday 23 May 2018  
Edinburgh

**AN EMERALD AND DIAMOND  
TURTLE BROOCH  
LATE 19TH CENTURY  
£2,000 - 3,000 \***

## ENQUIRIES

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[bonhams.com/jewellery](https://www.bonhams.com/jewellery)

\* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)



# 2018 SALE DATES

Entries now invited

**Antique Arms & Armour**  
Wednesday 28 November

**Modern Sporting Guns**  
Thursday 29 November

**Coins & Medals**  
Wednesday 18 July  
Wednesday 21 November

## ENQUIRIES

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+44 (0) 7967 552 519  
chris.allen@bonhams.com

**Modern Sporting Guns**  
+44 (0) 20 7393 3815  
patrick.hawes@bonhams.com

**Coins & Medals**  
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john.millensted@bonhams.com



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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.

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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.

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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 £175,000 of the *Hammer Price*  
20% from £175,001 to £3,000,000 of the *Hammer Price*  
12.5% from £3,000,001 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.

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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

**Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

**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 and should be made payable to Bonhams 1793 Limited.

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

**Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.**

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

## Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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



## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 1

### CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, 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.

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



## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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