



## THE WHISKY SALE

Wednesday 9 December 2015 at 11.00am 22 Queen Street, Edinburgh

#### **VIEWING**

Tuesday 8 December 10.00 to 16.00 Wednesday 9 December 09.00 to 11.00

## **SALE NUMBER**

22768

## **CATALOGUE**

£10.00

## BIDS

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

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

## Live online bidding is available for this sale

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

## Bonhams 1793 Limited

Registered No. 4326560 Registered Office: Montpelier Galleries Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900 +44 (0) 20 7393 3905 fax

## **ENQUIRIES**

Martin Green +44 (0) 7775 842 626 +44 (0) 131 225 2266 martin.green@bonhams.com

#### **Press Enquiries:**

press@bonhams.com +44 (0) 20 7468 5871

#### **CUSTOMER SERVICES**

Monday to Friday 8.30 to 18.00 +44 (0) 20 7447 7447

Please see page 2 for bidder information including after-sale collection and shipment

## **ILLUSTRATIONS**

Front cover: Lot 65 Back cover: Lot 146, 22

Inside front cover: Lots 26, 27, 28 Inside back cover: Lot2 31, 22

#### IMPORTANT INFORMATION

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



## Bonhams 1793 Ltd Directors

Robert Brooks Co-Chairman, Malcolm Barber Co-Chairman, Colin Sheaf Deputy Chairman, Matthew Girling CEO, Patrick Meade Group Vice Chairman, Geoffrey Davies, Jonathan Horwich, James Knight, Caroline Oliphant.

## Bonhams UK Ltd Directors

Colin Sheaf Chairman, Jonathan Baddeley, Antony Bennett, Matthew Bradbury, Lucinda Bredin, Harvey Cammell, Simon Cottle, Andrew Currie, Paul Davidson, Jean Ghika, Charles Graham-Campbell, Miranda Leslie, Richard Harvey, Robin Hereford, Asaph Hyman, David Johnson, Charles Lanning, Gordon McFarlan, Andrew McKenzie, Simon Mitchell, Jeff Muse, Mike Neill, Charlie O'Brien, Giles Peppiatt, Peter Rees, Iain Rushbrook, John Sandon, Tim Schofield, Veronique Scorer, James Stratton, Roger Tappin, Ralph Taylor, Shahin Virani, David Williams, Michael Wynell-Mayow, Suzannah Yip.

# SALE INFORMATION

## PRE-SALE INFORMATION Bidding

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

Bids must be made at least 24 hours prior to the start of the sale. Proof of identity is required before processing.

## **Bids Office**

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

#### Catalogue Descriptions and Cost Breakdown Symbols (in bond / duty paid)

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

Storage date day 23 December 2015. Please note that storage charges may be applied after a period of 14 days following the sale, please refer Notice to Bidders.

#### Condition

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

#### Ullage

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

## **DURING THE SALE**

## **Bidding**

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

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

## Options to buy parcels

A parcel is a number of lots of identical size of the same wine, bottle size and description. The buyer of the first lot in any parcel has the option to purchase some or all of the remaining lots in the parcel at the same price, at the discretion of the Auctioneer. Commission bidders are therefore advised to bid on the first lot in a parcel.

#### Buyer's Premium

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

## POST-SALE INFORMATION

#### Results

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

#### Payment

Invoices must be settled by the registered buyer.
Contact numbers:
+44 (0) 20 7447 7447

## Collections

Please contact the department: Martin Green +44 (0) 7775 842 626 +44 (0) 131 225 2266 martin.green@bonhams.com

#### Vendors

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

#### **GENERAL INFORMATION**

#### Bids office:

+44 (0) 20 7447 7447 tel +44 (0) 20 7447 7401 fax bids@bonhams.com

## Customer services:

+44 (0) 207 447 7447 tel

#### Catalogue subscriptions:

+44 (0) 1666 502200 tel subscriptions@bonhams.com



## SALE **INFORMATION**

**Edinburgh Salerooms** 

22 Queen Street, EH2 1JX +44 (0) 131 225 2266 +44 (0) 131 220 2547 fax

Glasgow Office

176 St. Vincent Street, G2 5SG +44 (0) 141 223 8866 +44 (0) 141 223 8868 fax

## London

101 New Bond Street, W1S 1SR +44 (0) 20 7447 7447 +44 (0) 20 7447 7400 fax

Managing Director Miranda Grant

Chairman Scotland Simon Miller

Valuations, Trusts & Estates Charles Graham-Campbell Grant MacDougall Gordon McFarlan Belinda Treble **David Convery** 

The Scottish Sale

Miranda Leslie

**Pictures** 

Chris Brickley Colleen Bowen lain Byatt-Smith Areti Chavale Chris Dawson (London) James Holloway (consultant)

Jewellery & Silver

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

Asian Art

Ian Glennie Asha Edwards

European Ceramics & Glass

Katherine Wright

Wine

Thomas Gilbey

Books, Manuscripts & Maps

Henry Baggott Georgia Williams

Arms & Armour Kenneth Naples

Furniture, Clocks, Oriental Carpets, Works of Art &

Scientific Instruments Bruce Addison

Kenneth Naples David Jones (consultant)

Toys and Collectors' Items Nicholas Oddy (consultant)

Whisky Martin Green Charles MacLean (consultant)

The Sporting Sale

Henry Baggott Georgia Williams

#### **IMPORTANT NOTICE TO BUYERS**

## **COLLECTION AND STORAGE**

Please note that lots not collected from 22 Queen Street by Wednesday 23 December 2015 will be removed to our own storage facility at a cost of £10 per week plus VAT per lot.

Please note That Bonhams Edinburgh will be closed from 1pm Thursday 24 December 2015 & will reopen Tuesday 5 January 2016.

#### **BUNNAHABHAIN-1947**

## Bunnahabhain-28 year-old-1947

Distilled 1947, bottled 1975 by Matthew Gloag & Son Ltd., Perth. Good labelling with some minor staining. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 75 degrees proof 1 bottle

£1,300 - 1,500 €1,800 - 2,100 US\$2,000 - 2,300

#### Mortlach-43 year old-1936

Bottled by Gordon & MacPhail. Connoisseurs Choice. Good label. Level: very top shoulder. 75 cl. Single malt, 70 degrees proof

1 bottle

£1,300 - 1,500 €1,800 - 2,100 US\$2,000 - 2,300

3 T

## Glengoyne Vintage Reserve-29 year old-1967

Distilled and bottled by Glengoyne Distillery. Imported and distributed by Disusa Imports Company, NY. Bottle number 1377 of 1500. In wooden presentation case. Good labelling. Level: very top shoulder. 750 ml. Single malt, 52.5% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

#### Glenfidich Spirit of A Nation-29 year old

Distilled and bottled by The Glenfiddich Distillery to commemorate the Spirit of a Nation South Pole Challange 2013.

Bottle 245 of 250. In wooden presentation case. Good labelling. Level: top shoulder. 70 cl. Single malt, 48.8% volume 1 bottle

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500

## The Balvenie Tun 1401 Batch 2

A vatting of sherry casks numbers 9916, 16114, 5215, 17751, 15348, 5820, 6993, 13251, 3543 and 8701. Distilled and bottled by The Balvenie Distillery, Balvenie Maltings, Dufftown.

In original cardboard tube (some minor staining). Labelling with some discolouration and minor staining. Level: very top shoulder. 700 ml. Single malt, 50.6% volume

1 bottle

£500 - 550 €710 - 780 US\$760 - 830 6

#### The Balvenie Tun 1401 Batch 4

A vatting of Sherry cask numbers 4287, 5240, 762, 15330, 5832, 13451, 8408, 11434, 13142, 15366. Distilled and bottled by The Balvenie Distillery, Balvenie Maltings, Dufftown.

In original cardboard tube (some minor staining). Good labelling with some minor staining. Level: very top shoulder. 70 cl. Single malt, 50.4% volume

1 bottle

£400 - 450 €570 - 640 US\$610 - 680

7

#### Ardbeg-1977

Limited Edition. Distilled and bottled by Ardbeg Distillery Limited. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 46% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

## Ardbeg Guaranteed-30 year old

Distilled and bottled by Ardbeg Distillery Limited. In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume 1 bottle

£600 - 800 €850 - 1.100 US\$910 - 1,200

9

## The Balvenie Single Barrel-25 year old-1978

Distilled 18.5.1978, bottled 05.03.2004. Distilled and bottled by The Balvenie Distillery Company.

Cask number 6463, bottle 156. In original cardboard tube. Good labelling. Level: very top shoulder. 700 ml. Single malt, 46.9% volume 1 bottle

£350 - 450 €490 - 640 US\$530 - 680

10

#### Port Ellen-24 year old-1978

Bottled 2002. 2nd Annual Release, matured and bottled by The Distillers

Bottle number 570 of 12000. In original carton. Good labelling. Level: low shoulder. 70 cl. Single malt, 59.35% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530



## **DALMORE-1966**

11

## Dalmore-40 year old-1966

Distilled 21st March 1966. Distilled and bottled by Dalmore Distillery. Bottle number 313 of 1000, accompanied by certificate. In presentation case. Level: top shoulder. 70 cl. Single malt, 40% volume 1 bottle

£1,800 - 2,200 €2,500 - 3,100 US\$2,700 - 3,300

## **BRORA-1972**

12

## Brora-22 year old-1972

Rare Malts Selection.

Limited Edition. Lead capsule with some staining to top surface. Labelling with some discolouration and minor staining. Level: very top shoulder. 70 cl. Single malt, 61.1% volume 1 bottle

£1,000 - 1,500 €1,400 - 2,100 US\$1,500 - 2,300

## **SPRINGBANK-50 YEAR OLD**

13

#### Springbank-50 year old

Distilled and bottled by J & A Mitchell & Co. Ltd., Springbank Distillery. Good labelling, the shoulder label slightly creased left edge. Level: high shoulder. 26 2/3 fl. ozs. Single malt, 66.3 degrees proof 1 bottle

£3,000 - 5,000 €4,200 - 7,100 US\$4,500 - 7,600

14

## The Macallan-25 year old-1972

Bottled 1998. Anniversary Malt. Distilled and bottled by The Macallan Distillers Ltd.

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

£700 - 900 €990 - 1,300 US\$1,100 - 1,400

## **MACALLAN-GLENLIVET-1937**

15

## Macallan-Glenlivet-1937

Distilled by The Macallan Distillery, Proprietors, R. Kemp, Macallan-Glenlivet Ltd.

Bonded and bottled by Gordon & MacPhail. Red and green thistle design stencilled around label. The main label is slightly discoloured with a "V" shaped section missing from the centre. Level: high shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof 1 bottle

£1,200 - 1,500 €1,700 - 2,100 US\$1,800 - 2,300 16

#### Lagavulin-12 year old

Specially Selected. Distilled and bottled by White Horse Distillers Ltd. Labelling discoloured with some minor fraying around edges. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 75 degrees proof 1 bottle

£400 - 600 €570 - 850 US\$610 - 910

17

#### Glenfiddich-21 year old (2)

Distilled and bottled by The Glenfiddich Distillery to commemorate the Centenary of William Grant & Sons (1887-1987).

In presentation cases. 700 ml. Wedgwood decanters. Single malt, 43% volume

2 ceramic decanters

£300 - 400 €420 - 570 US\$450 - 610

18

#### Glenfiddich-21 year old (2)

As above lot.

Wedgwood decanters, one lacking presentation case and neck tag. 2 ceramic decanters

£300 - 400 €420 - 570 US\$450 - 610

19 †

#### Caol Ila-24 year old-1984

Distilled 12/12/1984, bottled 26/8/2009 by Signatory.
Cask number 6249, bottle 95 of 215. In presentation tin. Good labelling. Level: filled to 750 ml. Single malt, 53% volume 1 bottle

£250 - 280 €350 - 400 US\$380 - 420

20

## The Glenfiddich Silver Stag's Head Decanter-30 year old

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

In fitted presentation case with some wear. Accompanied by sterling silver hanging neck label and silver stag's head stopper. Driven cork with Glenfiddich paper seal on top. Level: filled to 750 ml. Single malt, 43% volume

1 crystal decanter

£2,000 - 2,200 €2,800 - 3,100 US\$3,000 - 3,300

21

## The Glenlivet-21 year old-1963

Bottled 1984 for The Chairman. Distilled and bottled by George & J G Smith, The Glenlivet Distillery.

Bottle number 995. In branded wooden presentation case. Good label. Level: high shoulder. 75 cl. Single malt, 43% volume 1 bottle

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500



## Milton-Duff-13 year old

Distilled and bottled by George Ballantine & Son, Distillers, Dumbarton and Elgin.

Imported by C Salengo, Genova. Labelling slightly discolured with some minor staining to right side and base. Level: high/mid shoulder. 75 cl. Single malt, 43% volume

1 bottle

£300 - 400 €420 - 570 US\$450 - 610

23

## Glen Grant Royal Wedding Reserve-25 year old

Distilled and bottled by Glen Grant Distillery Company to commemorate the wedding of His Royal Highness The Prince of Wales. 1981

Bottle number 1036. In presentation case. Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

24

#### The Macallan Private Eye

Selected by Whisky Maker F. A. Newlands at The Macallan Distillery, bottled to commemorate the 35th Anniversary of Private Eye. Includes cask number 1580, bonded 1961.

Bottle number 4982 of 5000. Transfer printed labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume 1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

25

## **Tomatin Centenary**

Aged for over 30 years. Distilled and bottled by Tomatin Distillery to commemorate the Centenary (1897-1997). Glass decanter number 592 of 800. In presentation case accompanied by stopper. Level: filled to 70 cl. Single malt, 43% volume

1 glass decanter

£250 - 300 €350 - 420 US\$380 - 450

## **FETTERCAIRN-40 YEAR OLD**

26

## Fettercairn-40 year old

Distilled and bottled by Fettercairn Distillers Company. In presentation case within the original carton. Transfer printed labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume 1 bottle

£550 - 650 €780 - 920 US\$830 - 980 27

## Fettercairn-40 year old

As above lot.

1 bottle

£550 - 650 €780 - 920 US\$830 - 980

28

#### Fettercairn-40 year old

As above lot.

1 bottle

£550 - 650 €780 - 920 US\$830 - 980

29

## Ardbeg Provenance-25 year old-1974

Bottled 1997. Distilled and bottled by Ardbeg Distillery Limited.
Bottle number 173. In wooden presentation case. Good labelling.
Level: very top shoulder. 70 cl. Single malt, 55.6% volume

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

30

#### The Macallan-25 year old-1971

Bottled 1997. Distilled and bottled by The Macallan Distillers Ltd. In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume 1 bottle

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500

31

## Tomatin-Guaranteed Over 10 year old

Fine Old Pure Highland Malt Scotch Whisky. Distilled and bottled by Tomatin Distillers Co. Ltd., Tomatin Distillery, 1028 feet above sea level.

Stopper cork, lead capsule embossed "Finest Highland Malt Whisky" around neck. Labelling discoloured though legible with some minor scratches. Rear importation label for Baretto-Import, Milano. Level: low/mid shoulder. 75 cl. Single malt, 75 degrees proof 1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200

32

## The Macallan Private Eye

Selected by whisky maker F. A. Newlands at The Macallan Distillery and bottled to commemorate the 35th Anniversary of Private Eye. Includes cask number 1580, bonded 1961.

Bottle number 503 of 5000. Transfer printed labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume 1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800



26, 27, 28

#### Millburn-29 year old-1974

Distilled 12th November 1974.

Bottled November 2003 by Blackadder International, Edinburgh. Cask number 4615, 203 bottles. Good label. Level: very top shoulder. 70 cl. Single malt, 56.8% volume

## Lagavulin-1980

The Distillers Edition. Double Matured.

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

2 bottles

£300 - 350 €420 - 490 US\$450 - 530



## Laphraoig-30 year old

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

In wooden presentation case. Good labelling. Level: very top shoulder. 750 ml. Single malt, 43% volume

1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1.200

## MOON IMPORT "THE BIRDS"

#### Bowmore-1964

Bottled 1987. Label illustration "The Birds". Distilled by Stanley P. Morrison.

Bottled by Brae Dean International, imported by Moon Import. Hogshead number 1546, bottle number 234. The plastic seal is cracked and is secured with tape, tax strip which covers the seal intact. Good label. Level: top shoulder. 75 cl. Single, 46% volume 1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

36

#### Springbank-1965

Bottled 1987, Label illustration "The Birds", Distilled by J & A Mitchell

Bottled by Brae Dean International, imported by Moon Import. Butt number 363. bottle number 192. The plastic seal is cracked and is secured by tape, remains of tax strip. Good labelling with minor scratch to top edge. Level: top shoulder. 75 cl. Single malt, 46% volume

1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800 37

#### Ardbeg-1966

Bottled 1987. Label illustration "The Birds". Distilled by Ardbeg Distillery Ltd.

Bottled by Brae Dean International, imported by Moon Import. Hogshead number 348, bottle 181. Plastic seal with minor cracks, tax strip intact. Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume

1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

38

## Ardbeg-1966

Bottled 1987. Label illustration "The Birds". Distilled by Ardbeg

Bottled by Brae Dean International, imported by Moon Import. Hogshead number 2443 number 216. Plastic seal with minor crack, tax strip intact. Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume

1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

## Ardbeg-1966

Bottled 1987. Label illustration "The Birds". Distilled by Ardbeg Distillery Ltd.

Bottled by Brae Dean International, imported by Moon Import. Hogshead number 2445 bottle number 39. Plastic seal with minor crack secured by tape, tax strip with some tears. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume 1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

## Springbank-1965

Bottled 1987. Label illustration "The Birds". Distilled by J & A Mitchell & Co. Ltd.

Bottled by Brae Dean International, imported by Moon Import. Butt number 367, bottle number 56. Plastic seal cracked, tax strip partially torn. Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume

1 bottle

£1,000 - 1,200 €1,400 - 1,700 US\$1,500 - 1,800

41

#### Longrow-1973

Bottled 1990. Label illustration "The Birds".

Distilled by J & A Mitchell & Co. Ltd. Bottled by Brae Dean International, imported by Moon Import. Hogshead number 1731, bottle number 376. In original carton. Plastic seal with minor crack. Good label. Level: very top shoulder. 75 cl. Single malt, 46% volume 1 bottle

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500



## Miltonduff-Glenlivet-1974

Bottled 1990. Label illustration "The Birds".

Distilled by George Ballantine & Son Ltd. Bottled by Brae Dean International, imported by Moon Import. Hogshead number 1538, bottle 365. In original carton. Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

43

#### Glen Garioch-1975

Bottled 1990. Label illustration "The Birds".

Distilled by Stanley P. Morrison. Bottled by Brae Dean International, imported by Moon Import. Barrel number 5910, bottle number 354. In original carton. Good labelling. Level: high shoulder. 75 cl. Single malt, 46% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

44

#### Bowmore-1980

Bottled 1990. Label illustration "The Birds". Distilled by Stanley P. Morrison. Bottled by Brae Dean International, imported by Moon Import. Bottle number 457 of 600. In original carton. Good labelling with minor stain bottom right. Level: very top shoulder. 75 cl. Single malt, 43% volume 1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

45

## Bowmore-1974

Bottled 1990. Label illustration "The Birds". Distilled by Stanley P. Morrison. Bottled by Brae Dean International, imported by Moon Import. Bottle number 214 of 600. In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200 46

volume

## Ardbeg-17 year old

Distilled and bottled by Ardbeg Distillery Limited. Good labelling. Level: very top shoulder. 70 cl. Single malt, 40%

#### The Glenlivet Archive

Distillers Special Edition. Distilled and bottled by George & J G Smith, The Glenlivet Distillerv.

In original carton. Level: very top shoulder. 700 ml. Single malt, 43% volume

#### Tamdhu

Distilled and bottled by Tamdhu Distillery.

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

#### Glenalmond-1992

Bottled 2002. Produced by The Vintage Malt Whisky Co. Ltd.,

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

## Glinnie Parras-12 year old

Produced and bottled by Spirimonde Ltd. Good label. Level: very top shoulder. 70 cl. Single malt, 40% volume 5 bottles

£250 - 280 €350 - 400 US\$380 - 420

## MOON IMPORT "THE ANIMALS"

47

#### Bunnahabhain-1964

Bottled 1989. Label illustration "The Animals". Hogshead 423-424-425, bottle number 10 of 600. Level: low shoulder 75 cl. Single malt, 46% volume

## Dunglass-1967

Bottled 1990. Label illustration "The Animals". Cask 3447-050, bottle number 10 of 600. Label with minor scratch to top centre. Level: high shoulder. 75 cl. Single malt, 46% volume

#### Tamdhu-1967

Bottled 2001. Label illustration "The Animals". Hogshead number 12. Lacking carton. Level: very top shoulder. 70 cl. Single malt, 52.2% volume

#### Glen Grant-1964

Bottled 1989. Label illustration "The Animals". Butt 1-2-3, bottle number 10. The lead capsule slightly worn at front. Lacking carton. Level: low shoulder. 75 cl. Single malt, 46% volume

#### Tomatin-1965

Bottled 1989. Label illustration "The Animals". Hogshead 124-125-126, bottle number 10. Level: high shoulder. 75 cl. Single malt, 46% volume

#### Edradour-1971

Bottled 1990. Label illustration "The Animals". Cask 3571-2, bottle number 10. Level: top shoulder. 75 cl. Single malt, 46% volume

#### Tobermory-1972

Bottled 1990. Label illustration "The Animals". Cask 1527-31, bottle number 10. Level: very top shoulder. 75 cl. Single malt, 46% volume

Longmorn-Glenlivet-1973 Bottled 2001. Label illustration "The Animals".

Hogshead 3971. Level: very top shoulder. 70 cl. Single malt, 59.1% volume

#### **Highland Park-1975**

Bottled 2001. Label illustration "The Animals". Hogshead 9944. The above distilled by the proprietor of their respective single malt distillery. Bottled by Brae Dean International, imported by Moon Import. The above good labels and in original cartons unless stated otherwise Level: very top shoulder, 70 cl. Single malt, 53.2% volume 10 bottles

£3,400 - 4,000 €4.800 - 5.600 US\$5.100 - 6.000

## **MOON IMPORT "THE SEA"**

#### Scapa-1965

Bottled 1988. Label illustration "The Sea". Hogshead 2879, bottle number 26. Plastic seal cracked, tax strip intact. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Glen Keith-1967

Bottled 1988. Label illustration "The Sea". Hogshead 4147, bottle number 315. Label with some very minor scratches. Level: top shoulder. 75 cl. Single malt, 46% volume

#### Speyburn-1967

Bottled 1988. Label illustration "The Sea". Hogshead 1198, bottle number 2. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Ben Nevis-1970

Bottled 1988, Label illustration "The Sea". Butt 2913, bottle number 170. Label with very minor scratch to top edge. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Macallan-1970

Bottled 1988, Label illustration "The Sea". Butt 11306, bottle number 480, Label with some minor scratches. Level: top shoulder. 75 cl. Single malt, 46% volume

#### Glenlivet-1972

Bottled 1988, Label illustration "The Sea". Hogshead 3156, bottle number 347. Label with some minor scratches. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Aultmore-1973

Bottled 1988, Label illustration "The Sea". Hogshead 4973, bottle number 44. Plastic seal cracked, tax strip intact. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Longmorn-1974

Bottled 1988. Label illustration "The Sea". Butt 7729, bottle number 200, Plastic seal cracked, tax strip intact. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Caol Ila-1978

Bottled 1988. Label illustration "The Sea". Hogshead 11534, bottle number 49. The above distilled by their respective distillery proprietor. Bottled by Brae Dean International, imported by Moon Import. Lacking cartons, good labels unless stated otherwise. Level: very top shoulder. 75 cl. Single malt, 46% volume 9 bottles

£2,650 - 3,100 €3.700 - 4.400 US\$4,000 - 4,700

## MOON IMPORT "DOVR TOUTE MARES"

49

#### Dalmore-1980

Bottled 1996. Label illustration "Dovr Toute Mares".

Bottle number 288 of 420. Good label. Level: top shoulder. 70 cl. Single malt, 50% volume

## Laphroaig-1980

Bottled 1996. Label illustration "Dovr Toute Mares".

Bottle number 361 of 760. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

## Strathisla-1981

Bottled 1996. Label illustration "Dovr Toute Mares".

Bottle number 16 of 420. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Port Ellen-1983

Bottled 1997. Label illustration "Dovr Toute Mares".

Bottle number 799 of 820. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Caol Ila-1984

Bottled 1996. Label illustration "Dovr Toute

Bottle number 483 of 720. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

## Springbank-1985

Bottled 1996. Label illustration "Dovr Toute Mares"

Bottle number 764 of 1100, Good label. Level: top shoulder. 70 cl. Single malt, 50% volume

#### Springbank-1985

Bottled 1996. Label illustration "Dovr Toute Mares". The above bottled by Brae Dean International, imported by Moon Import. Bottle number 392 of 520. In original cardboard tubes. Level: very top shoulder. 70 cl. Single malt, 50% volume 7 bottles

£1,450 - 1,740 €2,000 - 2,500 US\$2,200 - 2,600

## MOON IMPORT "HORAE SOLARIS"

50

#### Glen Garioch-1966

Bottled 1998. Label design "Horae Solaris". Bottle number 167 of 320. Good labelling. Level: top shoulder. 70 cl. Single malt, 52% volume

#### Inchgower-1977

Bottled 1998. Label design "Horae Solaris". Bottle number 201 of 520. Good labelling. Level: very top shoulder. 70 cl. Single malt, 51% volume

## Tomatin-1977

Bottled 1998. Label design "Horae Solaris". Bottle number 361 of 820. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56% volume

#### Milton Duff-1978

Bottled 1998. Label design "Horae Solaris". Bottle number 389 of 720. Good labelling. Level: very top shoulder. 70 cl. Single malt, 53% volume

#### Caol Ila-1982

Bottled 1998. Label design "Horae Solaris". Bottle number 88 of 480. Good labelling. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Lagavulin-1988

Bottled 1998. Label design "Horae Solaris". Bottle number 813 of 1300. Good labelling. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Macallan-Glenlivet-1988

Bottled 1998. Label design "Horae Solaris". The above bottled by Brae Dean International, imported by Moon Import. Bottle number 159 of 480. In original cardboard tubes. Level: very top shoulder. 70 cl. Single malt, 50% volume 7 bottles

£1,450 - 1,740 €2,000 - 2,500 US\$2,200 - 2,600

## MOON IMPORT "DE VIRIS ILLUSTRIBUS"

51

## North British-1964

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 306 of 600. Good label. Level: top shoulder. 70 cl. Single malt, 46% volume

#### Bruichladdich-1968

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 11 of 250. Label with some minor staining. Level: very top shoulder. 70 cl. Single malt, 42% volume

## Tobermory-1972

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 559 of 600. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Bowmore-1983

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 174 of 600. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Bruichladdich-1983

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 653 of 1050. Good label. Level: very top shoulder. 70 cl. Single malt, 50% volume

#### Caol Ila-1984

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 177 of 600. Good label. Level: top shoulder. 70 cl. Single malt, 50% volume

#### Linkwood-1984

Bottled 1995. Label illustration "De Viris Illustribus".

Bottle number 629 of 750. The above distilled by the Proprietors of the distillery. Bottled by Brae Dean International, imported by Moon Import. Level: top shoulder. 70 cl. Single malt, 50% volume 7 bottles

£2,100 - 2,450 €3,000 - 3,500 US\$3,200 - 3,700

## MOON IMPORT "IN THE PINK"

52

## Glengarioch-1968

Bottled 2000. Label illustration "In the Pink". Bottle number 68 of 192. Level: top shoulder. 70 cl. Single malt, 46% volume

#### Mortlach-1984

Bottled 2000. Label illustration "In The Pink". Bottle number 209 of 895. Level: top shoulder. 70 cl. Single malt, 46% volume

## Glengarioch-1986

Bottled 2000. Label illustration "In The Pink". Bottle number 246 of 348. Level: top shoulder. 70 cl. Single malt, 46% volume

#### Lagavulin-1988

Bottled 2000. Label illustration "In The Pink". Bottle number 117 of 352. Level: top shoulder. 70 cl. Single malt, 46% volume

#### Aberlour-1989

Bottled 2000. Label illustration "In The Pink". Bottle number 18 of 380. Level: very top shoulder. 70 cl. Single malt, 46% volume

#### Laphroaig-1990

Bottled 2000. Label illustration "In The Pink". Bottle number 60 of 320. The above bottled by Brae Dean International, imported by Moon Import. Good labels, in original cardboard tubes. Level: very top shoulder. 70 cl. Single malt, 46% volume 6 bottles

£1,000 - 1,180 €1,400 - 1,700 US\$1,500 - 1,800

53

## Ord-26 year old-1962

Distilled December 1962, bottled November 1986.

Labelling with some minor staining. Level: very top shoulder. 75 cl. Single malt, 56.5% volume

## Ardbeg-23 year old-1965

Distilled February 1965, bottled Novermber 1988.

Good labelling. Level: very top shoulder. 75 cl. Single malt, 55% volume

## Glendullan-23 year old-1965

Distilled January 1965, bottled November 1988.

Good labelling. Level: top shoulder. 75 cl. Single malt, 52.5% volume

## Glencaddam-22 year old-1966

Distilled March 1966, bottled November 1988.

Good labelling. Level: top shoulder. 75 cl. Single malt, 56% volume

## Tamnavulin-22 year old-1966

Distilled November 1966, bottled November 1988. The above bottled by Wm. Cadenhead Ltd., imported by Mizuhashi Total Liquor Supply. Each lead capsule is embossed on top with the Springbank "S".

Good labelling. Level: top shoulder. 75 cl. Single malt, 49.1% volume 5 bottles

£2,300 - 2,700 €3,200 - 3,800 US\$3,500 - 4,100



## **GLASS DECANTERS OF MALT**

## Glen Mhor-15 year old-1972

Bottled 1987 by Gordon & MacPhail, imported by Co. Import, distributed Sestante.

Glass decanter number 21. Good labelling. Level: filled to 75 cl. Single malt, 40% volume

1 glass decanter

£300 - 400 €420 - 570 US\$450 - 610

55

## Tomatin-15 year old-1970

Bottled 1985 by Gordon & MacPhail, imported by Sestante Import. Triangular decanter number 113. In presentation case. Good label. Level: filled to 75 cl. Single malt, 43% volume 1 glass decanter

£300 - 400 €420 - 570 US\$450 - 610

#### Caol Ila-15 year old-1969

Bottled by Gordon & MacPhail, imported by Co. Import. Decanter number 103. In presentation case. Good labelling. Level: filled to 75 cl. Single malt, 40% volume 1 glass decanter

£300 - 400 €420 - 570 US\$450 - 610

#### Laphoroaig-16 year old-1968

Bottled by Gordon & MacPhail. Imported by Co. Import. Glass decanter number 74. In presentation case. Good label. Level: filled to 75 cl. Single malt, 40% volume 1 glass decanter

£300 - 400 €420 - 570 US\$450 - 610

## Strathisla-24 year old-1960

Bottled by Gordon & MacPhail. Imported by Co. Import. Glass decanter number 99. In presentation case. Good labelling. Level: filled to 75 cl. Single malt, 40% volume 1 glass decanter

£300 - 400 €420 - 570 US\$450 - 610 59

## Glenburgie-30 year old-1954

Bottled by Gordon & MacPhail. Imported by Co. Import, distributed by Sestante.

Decanter number 40. In presentation case. Good label. Level: filled to 75 cl. Single malt, 40% volume

1 glass decanter

£400 - 500 €570 - 710 US\$610 - 760

60

#### North British-1964

Good label. Level: top shoulder. 75 cl. Single grain, 46% volume

#### Monymusk Jamaican Rum-1979

Good label. Level: very top shoulder. 75 cl. 46% volume

#### Caroni Trinidad Rum-1969

Good label. Level: very top shoulder. 75 cl. 46% volume

#### Tamnavulin-1966

The above bottled by Brae Dean International. Imported by Moon Import, resevred for Restorante Gloria.

Good label. Level: very top shoulder. 75 cl. Single malt, 45% volume 4 bottles

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500

## SIGNATORY SAILING SHIPS SERIES

61

## Glendronach-20 year old-1970

Bottled September 1990 by Signatory. Sailing Ships, Series No. 1, Araby Maid, 1868.

Cask numbers 546-558, bottle number 510 of 1200. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

## Caperdonich-16 year old-1972

Bottled November 1988 by Signatory. Sailing Ships Series No. 1, Benan, 1875.

Cask numbers 7130, 7131 & 7132, bottle number 603 of 1200. Good labelling. Level: very top shoulder. 75 cl. Single malt, 40% volume

## Balvenie-15 year old-1974

Bottled July 1990 by Signatory. Sailing Ships Series No. 1, Bencleuch, 1875.

Cask numbers 18103-18130, bottle number 458 of 1200. Good labelling. Lead capsule stained at front. Level: very top shoulder. 75 cl. Single malt, 43% volume 3 bottles

£800 - 1.000 €1,100 - 1,400 US\$1,200 - 1,500

#### Craigellachie-Glenlivet-25 year old-1962

Bottled by Moncreiffe & Co. Plc.

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

## Aberlour-Glenlivet-23 year old-1963

Bottled by Moncreiffe & Co. Plc.

Good labelling. Level: high/mid shoulder. 75 cl. Single malt, 46% volume

## Bladnoch-21 year old-1965

Bottled by Moncreiffe & Co. Plc.

Good labelling. Level: high/mid shoulder. 75 cl. Single malt, 46%

#### Inchgower-21 year old-1967

Bottled by Moncreiffe & Co. Plc.

Good labelling. Level: high/mid shoulder. 75 cl. Single malt, 46%

#### Balmenach-Glenlivet-15 year old-1971

Bottled by Moncreiffe & Co. Plc.

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

## Ardbeg-15 year old-1973

Bottled by Moncreiffe & Co. Plc.

Labelling discoloured and slightly stained. Level: high/mid shoulder. 75 cl. Single malt, 46% volume 6 bottles

£2,350 - 3,400 €3.300 - 4.800 US\$3,600 - 5,100

## MOON IMPORT "DREAMS"

63

#### Glenrothes-1969

Bottled 1999. Label illustration "Dreams".

Bottle number 2 of 414. 70 cl. 45% volume,

#### Dailuaine-1975

Bottled 1999. Label illustration "Dreams".

Bottle number 450 of 594. Level: very top shoulder. 70 cl. Single malt, 45% volume

#### Caol Ila-1984

Bottled 1999. Label illustration "Dreams".

Bottle number 518 of 726. Level: top shoulder. 70 cl. Single malt, 45% volume

#### Longrow-1987

Bottled 1999. Label illustration "Dreams".

Bottle number 481 of 967. Level: very top shoulder. 70 cl. Single malt, 45% volume

#### Bowmore-1984

Bottled 1999. Label illustration "Dreams".

Bottle number 517 of 798. Level: very top shoulder. 70 cl. Single malt, 45% volume

#### Linkwood-1989

Bottled 1999. Label illustration "Dreams".

Bottle number 98 of 1003. Level: very top shoulder. 70 cl. Single malt,

## Mortlach-1989

Bottled 1999. Label illustration "Dreams".

Bottle number 303 of 1065. Level: very top shoulder. 70 cl. Single malt, 45% volume

#### Caol Ila-1990

Bottled 1999. Label illustration "Dreams".

Bottle number 384 of 1020. Label torn bottom left edge. Level: very top shoulder. 70 cl. Single malt, 45% volume

#### Bowmore-1991

Bottled 1999. Label illustration "Dreams".

Bottle number 271 of 901. The above bottled by Samaroli, imported by Moon Import. Good labels except where stated otherwise. In original cardboard tubes. Level: very top shoulder. 70 cl. Single malt, 45% volume

9 bottles

£2,150 - 2,650 €3,000 - 3,700 US\$3,300 - 4,000

## CARATO "VAN GOGH COLLECTION"

64

#### Ardbeg-24 year old-1969

Bottled 1993. Label illustration "Van Gogh Collection".

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

## Caol Ila-24 year old-1969

Bottled 1993. Label illustration "Van Gogh Collection".

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

## Port Ellen-24 year old-1969

Bottled 1993. Label illustration "Van Gogh Collection".

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

#### Ardbeg-19 year old-1974

Bottled 1993. Label illustration "Van Gogh Collection".

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

## Mortlach-15 year old-1977

Bottled 1992. Label illustration "Van Gogh Collection".

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

## Port Ellen-16 year old-1977

Bottled 1993. Label illustration "Van Gogh Collection".

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

#### Caol Ila-15 year old-1978

Bottled 1993. Label illustration "Van Gogh Collection".

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

#### Dallas Dhu-10 year old-1983

Bottled 1993. Label illustration "Van Gogh Collection". The above selected and bottled in exclusivity for Carato, imported by Sestante. Good label. Level: top shoulder. 70 cl. Single malt, 40% volume 8 bottles

£2,080 - 2,560 €2,900 - 3,600

US\$3,100 - 3,900

## THE BOWMORE TRILOGY

65

## Black Bowmore-42 year old-1964

Bottled 2007. The Trilogy. Sherry Cask.

Bottle number 100 of 827. Good labelling. Level: very top shoulder. 700 ml. Single malt, 40.5% volume

## White Bowmore-43 year old-1964

Bottled 2008. The Trilogy. Bourbon Cask.

Bottle number 409 of 732. Level: very top shoulder. 700 ml. Single malt, 42.8% volume

## Gold Bowmore-44 year old-1964

Bottled 2009. The Trilogy. Fine Oak Cask. Distilled and bottled by Bowmore Distillerv.

Bottle number 464 of 701. In wooden presentation cases. Level: very top shoulder. 700 ml. Single malt, 42.4% volume 3 bottles

£12,000 - 14,000 €17,000 - 20,000 US\$18,000 - 21,000 66

#### Teaninich-22 year old-1959

Bottle number 182 of 300. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### North Port-15 year old-1966

Bottle number 300 of 300. Good labelling with some minor scratches. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Benromach-14 year old-1967

Bottle number 120 of 300. Good labelling with some very minor staining. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Coleburn-12 year old-1969

Bottle number 114 of 300. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Glenkeith-Glenlivet-12 year old-1969

Bottle number 209 of 300. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Millburn-11 year old-1970

The above bottled by R. W. Duthie & Co., imported by Samaroli. Bottle number 184 of 300. Good labelling. Level: very top shoulder. 75 cl. Single malt, 46% volume 6 bottles

£1,120 - 1,410 €1,600 - 2,000 US\$1,700 - 2,100

67

#### Glen Grant-Glenlivet-9 year old-1969

Distilled November 1969, bottled October 1979. Distilled by J & J Grant, Glen Grant Ltd.

Bottled for and imported by Samaroli Import. Bottle number 103 of 360. Good labelling with some minor staining. Level: top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£400 - 600 €570 - 850 US\$610 - 910

68

## Glen Elgin-Glenlivet-14 year old-1965

Distilled May 1965, bottled May 1979.

Bottled for and imported by Samaroli Import. Bottle number 47 of 360. Good labelling with some minor staining. Level: very top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£400 - 600 €570 - 850 US\$610 - 910

69

## Springbank-15 year old-1964

Distilled September 1964, bottled October 1979.

Bottled for and imported by Samaroli Import. Bottle number 154 of 360. Good labelling with some minor staining. Level: high shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200



#### Macallan-Glenlivet-17 year old-1962

Distilled September 1962, bottled October 1979.

Bottled for and imported by Samaroli Import. Bottle number 123 of 360. Good labelling with some minor staining. Level: low/mid shoulder 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

71

## Highland Park-22 year old-1957

Distilled May 1957, bottled July 1979.

Bottled for and imported by Samaroli Import. Bottle number 69 of 360. Good labelling with some minor staining. Level: very top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£500 - 600 €710 - 850 US\$760 - 910

#### Mortlach-22 year old-1957

Distilled May 1957, bottled October 1979.

Imported by Samaroli Import. Bottle number 119 of 360. Good labelling with some minor staining. Level: high shoulder, 26 2/3 fl. ozs... 75 cl. Single malt, 80 degrees proof, 45.7% volume 1 bottle

£500 - 600 €710 - 850 US\$760 - 910

73

## Miltonduff-Glenlivet-1965

Bottled 1985.

Bottle number 287 of 800. Label with some creasing and minor staining. Level: high shoulder. 75 cl. Single malt, 57% volume

## Longmorn-Glenlivet-1966

Bottled 1985.

Bottle number 568 of 800. Label with some minor staining. Level: top shoulder. 75 cl. Single malt, 57% volume

## **Dufftowwn-Glenlivet-1969**

Bottle number 312 of 400. Label with some minor staining. Level: high shoulder. 75 cl. Single malt, 57% volume

## Glenlivet-1969

Bottled 1985.

Bottle number 084 of 400. Label with some minor staining. Level: high shoulder. 75 cl. Single malt, 53% volume

#### Glen Grant-Glenlivet-1970

Bottled 1985.

Bottle number 037 of 400. Label with some minor staining. Level: very top shoulder. 75 cl. Single malt, 57% volume

#### Macallan-Glenlivet-1970

Bottled 1985.

Bottle number 097 of 800. The above distilled by the distillery proprietors. Bottled by Brae Dean Int., imported by Moon Import. Good label with some minor staining. Level: high shoulder. 75 cl. Single malt, 57% volume

6 bottles

£1,800 - 2,400 €2,500 - 3,400 US\$2,700 - 3,600 74

## Ardbeg-1973

Bottled 1988.

Bottle number 495. Good labelling. Level: high shoulder. 75 cl. Single malt, 57% volume

#### Aultmore-1974

Bottled 1988.

Bottle number 344. Good labelling, small scratch to bottom left corner of front label. Level: top shoulder. 75 cl. Single malt, 50% volume

## Longmorn-1974

Bottled 1988.

Bottle number 207. Good labelling. Level: top shoulder. 75 cl. Single malt, 50% volume

#### Caol Ila-1978

Bottled 1988.

Bottle number 146. Labelling with some minor staining. Level: very top shoulder. 75 cl. Single malt, 50% volume

#### Springbank-1980

Bottled 1988. The above bottled by R W Duthie & Co, imported by and bottled for the 20th Anniversary of Samaroli (1968-1988). Labelling with some minor staining. Level: very top shoulder. 75 cl. Single malt, 50% volume

5 bottles

£400 - 500 €570 - 710

US\$610 - 760

## Craigellachie-1983

Bottled April 2002.

Cask number 2606, bottle 266 of 384. Good labelling. Level: top shoulder. 70 cl. Single malt, 45% volume

#### Aultmore-1989

Bottled April 2002.

Cask number 2402, bottle 166 of 426. Good labelling, Level: very top shoulder. 70 cl. Single malt, 45% volume

## Linkwood-1989

Bottled April 2002.

Cask number 3176, bottle 165 of 426. Good labelling. Level: very top shoulder. 70 cl. Single malt, 45% volume

## Macallan-1989

Bottled April 2002.

Cask number 8275, bottle 128 of 426. Good labelling. Level: top shoulder. 70 cl. Single malt, 45% volume

## Mortlach-1989

Bottled April 2002. The above bottled in Scotland, imported by

Cask number 3664, bottle 43 of 426. Good labelling. Level: top shoulder. 70 cl. Single malt, 45% volume 5 bottles

£650 - 750 €920 - 1,100 US\$980 - 1,100

#### Glen Grant-Glenlivet-14 year old

Bottle number 74 of 120. Plastic seal cracked, tax strip intact. Labelling with some discolouration. Level: top shoulder. 75 cl. Single malt, 55% volume

## Macallan-Glenlivet-14 year old (2)

Bottle numbers 233 (59% volume) and 392 (57% volume) of 600. Labelling with some discolouration. Plastic seals cracked, tax strips intact. Level: top shoulder. 75 cl. Single malt, strength as above

#### Tamnavulin-Glenlivet-18 year old (2)

Bottle numbers 117 (58% volume) and 567 (57.5% volume) of 600. Labelling with some discolouration. Plastic seals cracked, tax strips intact. Level: high shoulder. 75 cl. Single malt, strength as above

#### The Glenlivet-19 year old

Bottle number 103 of 600. Labelling discoloured. Plastic seal cracked, tax strip intact. Level: high/mid shoulder. 75 cl. Single malt, 55% volume

#### Glen Moray-Glenlivet-22 year old

The above distilled by the distillery proprietors, bottled by Pot Still International. Imported by Moon Import.

Bottle number 227 of 600. Labelling with some discolouration. Level: high shoulder. 75 cl. Single malt, 58% volume 7 bottles

£1,150 - 1,340 €1,600 - 1,900 US\$1,700 - 2,000

77

## Linkwood-25 year old

Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume Clynelish-24 year old

Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume **Glenugie-23 year old** 

Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume Mortlach-22 year old

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

#### Strathisla-21 year old

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

## Millburn-20 year old

The above imported by Sestante, distributed in Italy by Mainardi

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

## Clynelish-14 year old

Bottled by The Marine Hotel, Brora.

Stopper cork, plain lead capsule. Level: top shoulder. 26 2/3 fl. ozs. Single malt, Strength not less than 92 degrees proof 7 bottles

£2,300 - 3,100 €3,200 - 4,400 US\$3,500 - 4,700 78

#### Milton Duff-23 year old-1966

Bottled 1990.

Bottle number 626. Label torn bottom edge. Level: high shoulder. 75 cl. Single malt, 61.4% volume

#### Tomatin-21 year old-1968

Bottled 1990.

Bottle number 103. Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume

## Longmorn-18 year old-1971

Bottled 1990.

Bottle number 491. Good label. Level: very top shoulder. 75 cl. Single malt, 58.1% volume

## Glenlossie-17 year old-1973

Bottled 1990.

Bottle number 616. Good label, bottom edge torn. Level: very top shoulder. 75 cl. Single malt, 40% volume

#### Glen Gordon-15 year old-1974

Bottled 1990.

Bottle number 716. Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume

## Port Ellen-15 year old-1974

Bottled 1990. The above selected exclusively for Rino Minardi for Antica Casa Marchesi Spinola "Collection No. 1", imported by Sestante.

Bottle number 472. Good label. Level: very top shoulder. 75 cl. Single malt, 40% volume

6 bottles

£1,030 - 1,240 €1,500 - 1,800 US\$1,600 - 1,900

## SPRINGBANK AGEING MONOGRAPHY

79

#### Springbank-23 year old-1965

Ageing Monography.

Bottle number 508. Label with minor staining. 75 cl. Single malt, 50% volume

## Springbank-20 year old-1968

Ageing Monography.

Bottle number 278. Good label. Level: very top shoulder. 75 cl. Single malt, 50% volume

### Springbank-15 year old-1973

Ageing Monaography.

Bottle number 638. Good label. Level: very top shoulder. 75 cl. Single malt, 50% volume

## Springbank-12 year old-1976

Ageing Monography.

Bottle number 266. Good label. Level: very top shoulder. 75 cl. Single malt, 50% volume

#### Springbank-8 year old-1980

Ageing Monography.

Bottle number 22. Good label. Level: very top shoulder. 75 cl. Single malt, 50% volume

#### Springbank-18 months old-1987

Ageing Monography. The above distilled by Springbank Distillery. Bottled by R W Duthie & Co., imported by Samaroli.

Bottle number 416. Label slightly discoloured. Level: very top shoulder. 75 cl. Single malt, 50% volume
6 bottles

£1,950 - 2,750 €2,800 - 3,900 US\$2,900 - 4,200

## **BLACK BOWMORE**

80

#### Black Bowmore-1964

The First Edition. Bottled 1993. Distilled and bottled by Morrison's Bowmore Distillery.

Bottle number 469 of 2000. In wooden presentation case. Good labelling. Level: high shoulder. 70 cl. Single malt, 50% volume

£4,000 - 4,500 €5,600 - 6,400 US\$6,000 - 6,800

81

#### Black Bowmore-1964

Bottled 1994. 2nd Edition. Distilled and bottled by Morrison's Bowmore Distillerv.

Bottle number 383 of 2000. In wooden presntation case. Top of lead capsule rubbed around edge. Good labelling. Level: high shoulder. 70 cl. Single malt, 50% volume 1 bottle

£4,000 - 4,500 €5.600 - 6.400 US\$6,000 - 6,800

82

#### Black Bowmore-1964

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

Bottle number 442. In wooden presentation case. Top edge of lead capsule slightly rubbed. Good labelling. Level: high shoulder. 70 cl. Single malt, 49% volume

£4,000 - 4,500 €5,600 - 6,400 US\$6,000 - 6,800

1 bottle

## Springbank-25 year old-1965

Bottled 1990.

Bottle number 420 of 480. Good labelling with minor scratch to bottom edge. Level: top shoulder. 75 cl. Single malt, 46% volume

Glendronach-1970

Bottled 1990.

Bottle number 276 of 480. Good labelling. Level: top shoulder. 75 cl. Single malt, 43% volume

## Bowmore-1972

Bottled 1990.

Bottle number 294 of 480. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

## Ardbeg-1975

Bottled 1990.

Bottle number 71 of 480. Good labelling. Level: very top shoulder. 75 cl. Single malt, 57% volume

## Coilltean-1975

Bottled 1990.

Bottle number 394 of 480. Good labelling. Level: very top shoulder. 75 cl. Single malt, 57% volume

## Bowmore-1979

Bottled 1990. The above bottled by R. W. Duthie & Co., imported by

Bottle number 165 of 480. Good labelling. Level: top shoulder. 75 cl. Single malt, 46% volume

6 bottles

£1,800 - 2,190 €2,500 - 3,100 US\$2,700 - 3,300

#### **BEN WYVIS**

#### Ben Wyvis-31 year old-1968

Distilled 5.6.1968, bottled 25.2.2000 by Signatory. Cask number 685, decanter number 69 of 191. In wooden presentation accompanied by stopper, certificate and miniature. Good labelling. Level: filled to 70 cl. Single malt, 51% volume 1 glass decanter

£800 - 900 €1,100 - 1,300 US\$1,200 - 1,400

85

## Ben Wyvis-31 year old-1968

Distilled 5.6.1968, bottled 25.2.2000 by Signatory. Cask number 687, decanter number 26 of 151. In wooden presentation case accompanied by stopper, certificate and miniature. Good labelling. Level: filled to 70 cl. Single malt, 50.6% volume 1 glass decanter

£800 - 900€1,100 - 1,300 US\$1,200 - 1,400

## Ben Wyvis-31 year old-1968

Distilled 5.6.1968, bottled 25.2.2000 by Signatory. Cask number 683, dacanter number 10 of 84. In wooden presentation case accompanied by stopper, certificate and miniature. Good labelling. Level: filled to 70 cl. Single malt, 50.1% volume 1 glass decanter

£800 - 900 €1,100 - 1,300 US\$1,200 - 1,400

## **MACPHAIL'S**

87

## MacPhails-36 year old-1950

Bottled by Gordon & MacPhail.

Lacking stopper. Label slightly discoloured. Level: filled to 75 cl. Single malt, 40% volume

1 crystal decanter

£400 - 600 €570 - 850 US\$610 - 910

88

## MacPhails-45 year old-1938

Bottled by Gordon & MacPhail.

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

£500 - 600 €710 - 850 US\$760 - 910



#### MacPhails-36 year old-1950

Bottled by Gordon & MacPhail.

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

1 bottle

£400 - 600 €570 - 850 US\$610 - 910

90

## MacPhails-37 year old-1945

Bottled by Gordon & MacPhail.

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

1 bottle

£400 - 600 €570 - 850 US\$610 - 910

#### Glen Avon-28 year old-1958

Bottled by Gordon & MacPhail.

Good labelling. Level: high shoulder. 75 cl. Single malt, 40% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

## Pride of Stathspey-41 year old-1946

Bottled by Gordon & MacPhail.

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

£400 - 500 €570 - 710 US\$610 - 760

#### **MACALLAN-GLENLIVET-1937**

#### Macallan-Glenlivet-1937

A Pure Highland Malt Liqueur Whisky from The Macallan Distillery. Proprietors R. Kemp, Macallan-Glenlivet Ltd.

Bonded and bottled by Gordon & MacPhail, Elgin. Good label. Red and green stenciling around label. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof

1 bottle

£1.500 - 2.000 €2,100 - 2,800 US\$2,300 - 3,000

## MOON IMPORT "SAILS IN THE WIND"

94

#### Ardbeg-1974

Bottled 1993. Label illustration "Sails in the Wind". Hogs 2313 & 2314, bottle number 4 of 432. Label with minor scratch left side. Level: top shoulder. 70 cl. Single malt, 46% volume

#### Caol Ila-1977

Bottled 1993. Label illustration "Sails in the Wind".

Hogs 4669 & 4660, bottle number 4 of 708. Level: very top shoulder. 70 cl. Single malt, 46% volume

#### Bunnahabhain-1979

Bottled 1993. Label illustration "Sails in the Wind".

Butt 7472, bottle 4 of 870. Label with minor scratch to top edge.

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

#### Port Ellen-1981

Bottled 1993. Label illustration "Sails in the Wind".

Hogs 1414 & 1415, bottle number 4 of 792. Level: top shoulder. 70 cl. Single malt, 46% volume

## Laphroaig-1984

Bottled 1993. Label illustration "Sails in the Wind".

Hogs 1558 & 1559, bottle number 298 of 720. Level: top shoulder. 70 cl. Single malt, 46% volume

## Glenfiddich-1979

Bottled 1993. Label illustration "Sails in the Wind".

Hogs 14803 & 14804, bottle 4 of 792. Label with minor scratch to right side. Lead capsule with small tear to front. Level: top shoulder. 70 cl. Single malt. 46% volume

#### Linkwood-1979

Bottled 1993. Label illustration "Sails in the Wind".

Butt 6097, bottle number 4 of 660. The above distilled by the Proprietor of the distillery. Bottled by Brae Dean International, imported by Moon Import. In original cartons, good labels unless stated otherwise. Level: top shoulder. 70 cl. Single malt, 46% volume 7 bottles

£2,400 - 3,200 €3.400 - 4.500 US\$3,600 - 4,800



## ARDBEG-30 YEAR OLD

95

#### Ardbeg Guaranteed-30 year old

In wooden presentation case. Distilled and bottled by Ardbeg Distillery Limited.

Some very minor scratches to labelling. Level: very top shoulder. 70 cl. Single malt, 40% volume

1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200

96

#### Ardbeg Guaranteed-30 year old

Lacking wooden presentation case. As above lot. 1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200

97

#### Ardbeg Guaranteed-30 year old

As above lot.

1 bottle

£600 - 800 €850 - 1,100 US\$910 - 1,200

98

#### Ardbeg Guaranteed-30 year old (2)

As above lot. 2 bottles

£1,200 - 1,600 €1,700 - 2,300 US\$1,800 - 2,400

99

## Ardbeg Guaranteed-30 year old (2)

As above lot. 2 bottles

£1,200 - 1,600 €1,700 - 2,300 US\$1,800 - 2,400

100

#### The Macallan Gran Reserva-18 year old-1979

Bottled 1997. Distilled and bottled by The Macallan Distillers Ltd. In wooden presentation case. Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume 1 bottle

£700 - 900 €990 - 1,300 US\$1,100 - 1,400

101

#### The Macallan-15 year old-1984

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

£300 - 350 €420 - 490 US\$450 - 530 102

## Highland Park Eunson's Legacy-12 year old

The Dram The Team Built. Distilled and bottled by James Grant & Co. (Highland Park Distillery).

Bottle number 261. In original cardboard tube accompanied by letter from the distillery to their staff. Good labelling. Level: top shoulder. 700 ml. Single malt, 40% volume

1 bottle

£350 - 400 €490 - 570 US\$530 - 610

103

## Trinity Edition Da Mhile comprising: Springbank Newborn-1992

Bottled September 2007.

Bottle number 134 of 153. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.4% volume

## Springbank Lost & Found-20 year old-1992

Bottled 2012.

Bottle number 38 of 87. Good labelling. Level: very top shoulder. 70 cl. Single malt, 57.3% volume

## Springbank The Wedding Edition-1992

Bottled 2012. The above distilled by J & A Mitchell & Co. Ltd., for Da Mhile

Good labelling. In wooden presentation case. Level: very top shoulder. 70 cl. Single malt, 52.8% volume

3 bottles

£800 - 1,000 €1,100 - 1,400 US\$1,200 - 1,500

104

## Twin Edition Da Mhile comprising: Springbank Newborn-1992

Bottled September 2007.

Bottle number 139 of 153. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.4% volume

## Springbank Lost & Found-20 year old-1992

Bottled 2012.

Bottle number 43 of 87. The above distilled and bottled by J & A Mitchell & Co. Ltd., for Da Mhile. Good labelling. Level: very top shoulder. 70 cl. Single malt, 57.3% volume 2 bottles

£400 - 500 €570 - 710 US\$610 - 760

105

## Springbank Lost & Found-20 year old-1992

Bottled 2012. Distilled and bottled by J & A Mitchell & Co. Ltd., for Da Mhile.

Bottle number 72 of 87. In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 57.3% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

106

## Springbank Newborn-1992

Bottled September 2007. Distilled and bottled by J & A Mitchell & Co. Ltd., for Da Mhile.

Bottle number 143 of 153. In wooden presentation case. Good labelling. Level: very top shoulder. 70 cl. Single malt, 56.4% volume 1 bottle

£300 - 350 €420 - 490 US\$450 - 530



#### Springbank Wedding Edition-1992

Bottled 2012. Distilled and bottled by J & A Mitchell & Co. Ltd., for Da

Bottle number 127 of 261. In wooden presentation case (cracked at front). Good labelling. Level: very top shoulder. 70 cl. Single malt, 52.8% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

#### **GLENROTHES-GLENLIVET-1932**

108

## Glenrothes-Glenlivet-42 year old-1932

Distilled 1932, bottled 1974. Distilled and bottled by The Highland Distilleries Co. Ltd., Glenrothes-Glenlivet Distillery, Rothes. Good label. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof

1 bottle

£1,500 - 2,000 €2,100 - 2,800 US\$2,300 - 3,000

109

## Bunnahabhain-35 year old-1965

Distilled 1/11/1965, bottled 4/4/2001. Distilled and bottled by Bunnahabhain Distillery.

Cask number 7159, one of 594 bottles. In original cardboard tube. Good label. Level: top shoulder. 70 cl. Single malt, 53.9% volume 1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

## Bunnahabhain-14 year old

Bottled 05/05/2011.

Cognac Cask Finish. Limited Edition. Bottle number 322 of 472. Good labelling. Level: top shoulder. 70 cl. Single malt, 59.6% volume

### Bunnahabhain-14 year old

Bottled 26/04/2006. Pedro Ximenex Cask Finish. Cask number 2, one of 761 bottles.

Good labelling. Level: top shoulder. 70 cl. Single malt, 52.6% volume

#### **Bunnahabhain Moine**

Bottled 29/04/2009. Distilled and bottled by The Bunnahabhain Distillery Company.

Bottle number 133 of 642. In original cardboard tubes. Level: top shoulder. 70 cl. Single malt, 58.4% volume

3 bottles

£300 - 350 €420 - 490 US\$450 - 530 111

#### Bunnahabhain-16 year old

Bottled 01/05/2007.

Matured in Oloroso Sherry Cask number 276, one of 190 bottles. Good labelling. Level: top shoulder. 70 cl. Single malt, 54% volume

## Bunnahabhain-18 year old

Bottled 21/04/2010.

Pedro Ximenez Cask Finish. Bottle number 80 of 384. Good labelling. Level: top shoulder. 70 cl. Single malt, 51.4% volume 2 bottles

£350 - 400 €490 - 570 US\$530 - 610

112

#### Bunnahabhain-40 year old

Sample Bottling. Limited Edition.

Distilled and bottled by Bunnahabhain Distillery Company. Good labelling. Level: top shoulder. 20 cl. Single malt, 41.7% volume 1 bottle

£300 - 400 €420 - 570 US\$450 - 610

113

#### Bunnahabhain-12 year old

Distilled and bottled by The Highland Distilleries Co. Ltd. In original cardboard tube. Good labelling. Level: high shoulder. 750 ml. Single malt, 43% volume

## Bill McLaren's Famous Grouse-15 year old

World Rugby Select.

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

## Prime Blue-12 year old

Prodced and bottled by Morrison Bowmore Distillers Ltd. Level: top shoulder. 700 ml. Pure Malt, 40% volume 3 bottles

£150 - 180 €210 - 250 US\$230 - 270

114

## Ardbeg-20 year old-1993 (4)

This private owners bottling is from a single cask produced at Ardbeg Distillery and bottled by Craigton of Paisley in April 2014 without colouring of chill filtering.

Cask number 93/1765. Good labels. Level: very top shoulder. 70 cl. Single malt, 46% volume

4 bottles

£400 - 600 €570 - 850 US\$610 - 910

#### Ardbeg-20 year old-1993 (4)

As above lot. 4 bottles

£400 - 600 €570 - 850 US\$610 - 910

116

## Old Elgin-35 year old-1947

Bottled by Gordon & MacPhail.

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

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

117

#### The Macallan-1964

Bottled 1982. Distilled and bottled by Macallan-Glenlivet Ltd. In original carton (stained). Labelling discoloured. Level: very top shoulder. 75 cl. Single malt, 43% volume

1 bottle

£900 - 1,200 €1,300 - 1,700 US\$1,400 - 1,800

118

## The Macallan-18 year old-1976

Bottled 1984. Distilled and bottled by The Macallan Distillers Ltd. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

119

## The Macallan-18 year old-1979

Bottled 1997. Distilled and bottled by The Macallan Distillers Ltd. In original carton. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume

1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100 120

#### The Macallan-18 year old-1983

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

£300 - 400 €420 - 570 US\$450 - 610

121

#### Glendronach-1971

Bottled 1990. Label illustration "The Birds".

Distilled by Wm. Teacher & Sons. Bottled by Brae Dean International, Imported by Moon Import. Bottle number 98 of 600. In original carton. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

122

## The Macallan-1957

Distilled by Macallan-Glenlivet Ltd., bottled by Campbell, Hope & King. Labelling discoulored and stained. Level: very top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof 1 bottle

£1,000 - 1,500 €1,400 - 2,100 US\$1,500 - 2,300

123

## Glengoyne Vintage Reserve-1969

Distilled and bottled by Lang Brothers, Glengoyne.

Bottle number 766 of 2742. Good labelling. Level: very top shoulder.
70 cl. Single malt, 47% volume
1 bottle

£300 - 320 €420 - 450 US\$450 - 480

## MOON IMPORT "THE COSTUMES"

124

#### Glen Moray-1959

Bottled 1988. Label illustration "The Costumes".

Butt number 1488, bottle 29 of 336. Good label with very minor scratch bottom centre. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Caledonian-1963

Bottled 1988. Label illustration "The Costumes".

Butt number 3669, bottle 47 of 480. Good label. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Bladnoch-1965

Bottled 1988. Label illustration "The Costumes".

Hogshead number 3803, bottle 15 of 240. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Inchgower-1967

Bottled 1988. Label illustration "The Costumes".

Butt number 788, bottle 213 of 556. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Linkwood-1969

Bottled 1988. Label illustration "The Costumes".

Hogshead number 1693, bottle 178 of 288. Level: very top shoulder. 75 cl. Single malt, 46% volume

#### Bowmore-1974

Bottled 1988. Label illustration "The Costumes". The above distilled by the distillery proprietors. Bottled by Brae Dean International, imported by Moon Import. In original cartons. Good labels unless stated

Hogshead number 5508, bottle 15 of 324. Level: very top shoulder. 75 cl. Single malt, 46% volume 6 bottles

£2,100 - 2,500 €3,000 - 3,500 US\$3,200 - 3,800

125

## Convalmore-1962

Bottled 1988. Label illustration "The Costumes".

Hogshead number 145, bottle 26 of 216. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Oban-1963

Bottled 1988. Label illustration "The Costumes".

Hogshead number 564, bottle 72 of 228. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Glenkinchie-1966

Bottled 1988. Label illustration "The Costumes".

Hogshead number 2573, bottle 138 of 264. Level: top shoulder. 75 cl. Single malt, 46% volume

## Glenlossie-1966

Bottled 1988. Label illustration "The Costumes".

Hogshead number 3778, bottle 191 of 264. Level: top shoulder. 75 cl. Single malt, 46% volume

## Glenmhor-1966

Bottled 1988. Label illustration "The Costumes".

Hogshead number 4743, bottle 083 of 264. Level: very top shoulder. 75 cl. Single malt, 46% volume

## Bruichladdich-1968

Bottled 1988. Label illustration "The Costumes". The above distilled by the distillery proprietors. Bottled by Brae Dean International, imported by Moon Import.

Barrel number 31, bottle 33 of 132. Good labels. In original cartons. Level: very top shoulder. 75 cl. Single malt, 46% volume 6 bottles

£4,200 - 5,100 €5,900 - 7,200 US\$6,400 - 7,700

#### 126

## Glen Elgin-15 year old

The Manager's Dram. A sherry cask whisky specially selected and bottled at natural strength for the S.M.D. Staff Association, label dated 28.1.1988.

Good label. Level: top shoulder. Single malt, 60.2% volume 1 bottle

£300 - 400 €420 - 570 US\$450 - 610

127

## Glendullan-18 year old

The Manager's Dram. A sherry cask whisky specially selected and bottled at natural strength for the S.M.D. Staff Association, label dated 8.11.1989.

Good label. Level: top shoulder. Single malt, 64% volume 1 bottle

£300 - 400 €420 - 570 US\$450 - 610

128

#### Mortlach-Over 10 year old

Selected by and bottled for The Wine Society, Stevenage, Hertfordshire.

Label with some minor creasing. Level: high shoulder. 75 cl. Single malt, 70 degrees proof, 40% volume 1 bottle

£300 - 400 €420 - 570 US\$450 - 610

129

## Dalwhinne Centenary-15 year old

Distilled and bottled by Dalwhinnie Distillery to commemorate their Centenary ((1898-1998).

Bottle number "002" of 360. Accompanied by certificate of authenticity issued by the distillery. Good labelling. Level: top shoulder. 70 cl. Single malt, 56.1% volume

## Dufftown-15 year old

Flora & Fauna Expression.

Good label. Level: very top shoulder. 70 cl. Single malt, 43% volume 2 bottles

£300 - 400 €420 - 570 US\$450 - 610

#### MACALLAN-52 YEAR OLD-1946

130

#### The Macallan Select Reserve-52 year old-1946

Distilled and bottled by The Macallan Distillers Ltd. Bottle number 1426. Lacking original carton. Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume 1 bottle

£5,000 - 6,000 €7,100 - 8,500 US\$7,600 - 9,100



#### Glenlivet-1938

Distilled 7th January 1938. Decanter and whisky produced in Scotland, bottled by Gordon & MacPhail.

In presentation case accompanied by stopper. Good label. Level: filled to 75 cl. Single malt, 40% volume

1 crystal decanter

£1,000 - 1,400 €1,400 - 2,000 US\$1,500 - 2,100

132

#### Single Grain-1963

Bottled by Duncan Macleod & Co. Ltd., Dundee.

Limited Edition, decanter number 364. Good labelling. Level: filled to 75 cl. Single grain, 40% volume

#### Bunnahabhain-12 year old

Distilled and bottled by The Highland Distilleries Company Plc. In original cardboard tube. Good label. Level: top shoulder. 75 cl. Single malt, 40% volume

#### **Prestonfield House Whisky**

Selected and bottled by Cockburn & Company Leith Limited. Good label. Level: top shoulder. 75 cl. Blended, 40% volume 1 decanter and 2 bottles

£300 - 320 €420 - 450 US\$450 - 480

## **RARE ROYAL BRACKLA-1924**

#### Royal Brackla-60 year old-1924 (2)

Bottled 1984. Bottle number 004 of 64. Distilled by Royal Brackla Distillery, bottled at James Buchanan & Co., Stepps, Glasgow (owners of Black & White Scotch Whisky).

Accompanied by certificate of authenticity issued by Royal Brackla Distillery. Good labelling. Level: both top shoulder. 75 cl. and 5 cl. Single malt, 40% volume

1 bottle and miniature

£3,500 - 4,500 €4,900 - 6,400 US\$5,300 - 6,800

In 1985, due to over production within the industry, Royal Brackla. along with several other distilleries was closed. In 1991, a decision was taken by United Distillers to re-open the distillery. To commemorate and to celebrate this special event, casks which had been found in 1984 lying undisturbed in one of the warehouses and subsequently bottled at James Buchanan & Co., blenders of Black & White Scotch Whisky were released from bond.

This special issue of 62 bottles of very rare 60 year old Royal Brackla was presented to local dignitaries who attended the re-opening ceremony and to those new employees who had shown so much commitment to ensure the distillery was ready to resume production on time.

## A SELECTION OF MACALLAN

134

## The Macallan Gran Reserva-1981

Distilled and bottled by The Macallan Distillers Ltd. In wooden presentation case. Good labelling. Level: very top shoulder. 700 ml. Single malt, 40% volume

1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

#### The Macallan-25 year old-1975

Bottled 2000. Anniversary Malt. Distilled and bottled by The Macallan Distillers Ltd.

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

1 bottle

£600 - 800 €850 - 1.100 US\$910 - 1,200

#### The Macallan-30 year old

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

£500 - 800 €710 - 1.100 US\$760 - 1,200

#### The Macallan-18 year old-1983

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

£300 - 500 €420 - 710 US\$450 - 760

138

## The Macallan Elegancia-1990

Bottled 2002.

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

## The Macallan Fine Oak-18 year old

Distilled and bottled by The Macallan Distillers Ltd.

In original carton. Good labelling. Level: top shoulder. 700 ml. Single malt, 43% volume 2 bottles

£300 - 500 €420 - 710 US\$450 - 760





#### The Macallan Decades comprising (4):

Twenties, Thirties, Forties and Fifties, a recreation of The Macallan distilled throughout these decades. Distilled and bottled by The Macallan Distillers Ltd..

In original cartons. Good labels. Level: top shoulder. 500 ml. Single malt, 40% volume

4 bottles

£500 - 700 €710 - 990 US\$760 - 1,100

140

## Highland Park-25 year old

In wooden presentation case. Good label, top edge with minor scratch. Level: very top shoulder. 70 cl. Single malt, 50.7% volume

#### Highland Park Single Cask-16 year old-1989

Bottled 2005. Distilled and bottled by Highland Park Distillery. Cask number 4386. In wooden presentation case. Level: very top shoulder. 70 cl. Single malt, 57.3% volume 2 bottles

£400 - 480 €570 - 680 US\$610 - 730

141

#### Clynelish-23 year old-1972

Rare Malts Selection.

Limited Edition bottle number 1869. Good labelling. Level: very top shoulder. 75 cl. Single malt, 57.1% volume

#### Dailuaine-22 year old-1973

Rare Malts Selection.

Limited Edition bottle number 2050. Good labelling. Level: very top shoulder. 75 cl. Single malt, 60.92% volume

## Glen Ord-23 year old-1973

Bottled September 1997. Rare Malts Selection.

Limited Edition bottle number 741. In original cartons (worn). Level: very top shoulder. 75 cl. Single malt, 59.8% volume 3 bottles

£540 - 660 €760 - 930 US\$820 - 1,000

## St. Magdalene-23 year old-1970

Rare Malts Selection Limited Edition.

In original carton (worn). Good labelling. Level: high shoulder. 70 cl. Single malt, 58.1% volume

## Glendullan-22 year old-1972

Rare Malts Selection Limited Edition, bottle number 434. In branded wooden presentation case. Level: very top shoulder. 70 cl. Single malt, 62.6% volume 2 bottles

£360 - 440 €510 - 620 US\$540 - 670

143

## Tomatin-26 year old-1966

Distilled 15.6.1966, bottled 8.1992 by Signatory. Cask numbers 14362-63, bottle 367 of 1200. In presentation case. Good label. Level: high shoulder. 70 cl. Single malt, 43% volume 1 bottle

£300 - 320 €420 - 450 US\$450 - 480 144

#### Dallas Dhu-32 year old-1971

Bottled 2004 by Douglas Laing. The Old & Rare Platinum Selection. One of 184 bottles. Good labelling, top label with scratch to right bottom edge. Level: very top shoulder. 700 ml. Single malt, 48.2% volume

1 bottle

£300 - 350 €420 - 490 US\$450 - 530

145

## Bowmore-21 year old-1973

Distilled and bottled by Morrison Bowmore Distillers Ltd. In cardboard presentation case (some wear). Good labelling. Level: high shoulder. 70 cl. Single malt, 43% volume 1 bottle

£400 - 600 €570 - 850 US\$610 - 910

## **THE MACALLAN-1962**

146

## The Macallan-25 year old-1962

Bottled 1987. Distilled and bottled by The Macallan Distillers Ltd. In wooden presentation case. Good labelling. Level: very top shoulder. 75 cl. Single malt, 43% volume

1 bottle

£600 - 800 €850 - 1.100 US\$910 - 1,200

#### Bowmore-16 year old-1989

Limited Edition, Natural Cask Strength.

In presentation case. Good labelling. Level: very top shoulder. 700 ml. Single malt, 51.8% volume

## **Bowmore Surf**

In original cardboard tube. Transfer printed labelling. Level: high shoulder. Litre. Single malt, 43% volume

### Bowmore comprising (5):

Bowmore Legend, 12 year old, 15 year old, 17 year old and 21 year

In original cardboard case. 200 ml. Single malt, 43% volume 7 bottles

£300 - 320 €420 - 450 US\$450 - 480

148

#### Glenmorangie-21 year old-1977

Limited Bottling. Distilled and bottled by The Glenmorangie Distillery

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

£250 - 300 €350 - 420 US\$380 - 450



149

#### Aberlour-24 year old-1971

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

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

1 bottle

£250 - 300 €350 - 420 US\$380 - 450

150

#### Royal Lochnagar Selected Reserve

Distilled and bottled by Royal Lochnagar Distillery.

Bottle number 48213. In wooden presentation case. Good labelling. Level: high shoulder. 75 cl. Single malt, 43% volume

#### The Macallan Replica-1841

A replica of the bottle, labels, nose and flavour of an original bottling for Priest and Davidson, joint owners of the Macallan Distillery from 1847-1851.

In presentation case accompanied by stopper. Level: filled to 700 ml. Single malt, 41.7% volume

#### The Macallan-10 year old

Distilled and bottled by The Macallan Distillers

In original carton (discoloured). Level: very top shoulder. 35 cl. Single malt, 40% volume 3 bottles

£300 - 350 €420 - 490 US\$450 - 530

151

#### The Macallan Royal Marriage

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

Label with some minor staining. Level: low shoulder. 75 cl. Single malt, 43% volume 1 bottle

£1,000 - 1,500 €1,400 - 2,100 US\$1,500 - 2,300

#### TALISKER-1958

152

#### Talisker-1958

Bonded and bottled by Gordon & MacPhail. Good labelling. Level: top shoulder. 75 cl. Single malt, 40% volume 1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100 153

#### Glen Grant-25 year old

Bottled by Gordon & MacPhail. Some minor indentations to top of screw cap. Label with some minor staining. Level: very top shoulder. 75 cl. Single malt, 40% volume

#### Dalwhinnie-20 year old-1963

Connoisseurs Choice by Gordon & MacPhail. Good label with minor scratch. Level: top shoulder. 75 cl. Single malt, 40% volume 2 bottles

£350 - 450 €490 - 640 US\$530 - 680

154

#### Lagavulin-12 year old

Distilled and bottled by White Horse Distillers

Imported by Montenegro S.P.A. In original carton (stained and worn). Good label. Level: top shoulder, 75 cl. Single malt, 43% volume

£400 - 500 €570 - 710 US\$610 - 760

## Glenfiddich Havana Reserve-21 year old

Distilled and bottled by The Glenfiddich Distillery.

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

#### Glen Garioch-21 year old

Distilled and bottled by Morrison's Glen Garioch Distillery.

Ceramic decanter. In presentation case. Level: filled to 70 cl. Single malt, 43% volume

#### Edradour-1989

Distilled 03.10.89, bottled 05.08.2003. Distilled and bottled by Edradour Distillery. Cask number 360, glass decanter number 313 of 641. In cardboard tube. Level: filled to 70 cl. Single malt, 58.3% volume

#### Bruichladdich Single Cask-18 year old-1991

Evolution Exploration. Distilled 13.6.1991, bottled 12.9.2006. Distilled and bottled by Bruichladdich Distillery.

American Oak Bourbon cask number 006, bottle 64. In presentation tin. Level: top shoulder. Single malt, 52.6% volume

#### The Century of Malts

Bottled by Chivas Brothers Ltd., Keith. In original carton. Level: top shoulder. 75 cl. Single malt, 43% volume 2 decanters and 3 bottles

£400 - 500 €570 - 710 US\$610 - 760 156 T

# Ardbeg-17 year old SMWS 99.3-15 year

Distilled and bottled by Ardbeg Distillery

In original carton. Good labelling. Level: very top shoulder. 750 ml. Single malt, 43% volume

#### SMWS 99.3-15 year old

Distilled Dec 1977 at Glenugie Distillery, bottled July 1993 by The Scotch Malt Whisky

Good label. Level: very top shoulder. 750 ml. Single malt, 127.2 degrees proof, 63.6% volume

2 bottles

£300 - 350 €420 - 490 US\$450 - 530

157

#### The Macallan-25 year old

Distilled and bottled by The Macallan Distillers

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

£400 - 600 €570 - 850 US\$610 - 910

158

#### Bowmore-25 year old

Distilled and bottled by Morrison Bowmore Distillers Ltd.

In cardboard presentation case. Label stencilled with an image of gulls flying over the distillery. Level: filled to 70 cl. Single malt, 43% volume

1 ceramic bottle

£300 - 400 €420 - 570 US\$450 - 610

#### THE MACALLAN-1956 AND 1960

### The Macallan-1956

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

Labelling with some minor staining. Level: high shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof 1 bottle

£1,300 - 1,500 €1,800 - 2,100 US\$2,000 - 2,300



159, 160

160

#### The Macallan-1960

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

Good labelling with some minor staining. Level: very top shoulder. 26 2/3 fl. ozs., 75 cl. Single malt, 80 degrees proof 1 bottle

£700 - 900 €990 - 1.300 US\$1,100 - 1,400

#### **LAGAVULIN-1979**

#### Lagavulin-35 year old-1979

Distilled 11.01.1979, bottled 14.4.2014 at Bruichladdich Distillery for The Syndicate.

Cask number 111. Bottle number 63 of 191. Good label. Level: very top shoulder. 700 ml. Single malt, 45.8% volume 1 bottle

£400 - 500 €570 - 710 US\$610 - 760

162

#### Lagavulin-35 year old-1979

As above lot. Bottle number 65 of 191. 1 bottle

£400 - 500 €570 - 710 US\$610 - 760

163

#### Lagavulin-35 year old-1979

As above lot. Bottle number 78 of 191. 1 bottle

£400 - 500 €570 - 710 US\$610 - 760

164

#### Lagavulin-35 year old-1979

As above lot. Bottle number 81 of 191. 1 bottle

£400 - 500 €570 - 710 US\$610 - 760

#### **MACALLAN AND STRATHISLA-1937**

165

#### Macallan-Glenlivet-1937

A Pure Highland Malt Liqueur Whisky from The Macallan Distillery. Proprietors R. Kemp, Macallan-Glenlivet Ltd.

Bonded and bottled by Gordon & MacPhail, Elgin. Red and green stencilling around label. Label with some staining and minor wear around edges. Level: very top shoulder. Single malt, 70 degrees proof 1 bottle

£1,500 - 1,800 €2,100 - 2,500 US\$2,300 - 2,700

166

#### Strathisla-1937

Bonded and bottled by Gordon & MacPhail.

Label with some minor staining and small tear to bottom edge Read and green stencilling around label. Level: low shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof

1 bottle

£400 - 600 €570 - 850 US\$610 - 910

167

### The Macallan-18 year old-1975

Bottled 1993. Distilled and bottled by The Macallan Distillers Ltd. Good labelling. Level: very top shoulder. 70 cl. Single malt, 43% volume 1 bottle

£500 - 700 €710 - 990 US\$760 - 1,100

168

### Glen Grant-25 year old

Bottled by Gordon & MacPhail. Good label. Level: very top shoulder. 26 2/3 fl. ozs. Single malt, 70 degrees proof 1 bottle

£250 - 280 €350 - 400 US\$380 - 420

#### **DALMORE-1926**

169

#### Dalmore-50 year old-1926

Distilled December 1926 and bottled by Whyte & MacKay Distillers

In presentation case (worn and torn). Stopper intact, the wax capsule has a small section chipped off around the edge to the left side although intact. Transfer printed labelling. Single malt, cask strength 1 ceramic decanter

£4,000 - 5,000 €5,600 - 7,100 US\$6,000 - 7,600

#### **Curtis Special Old Liqueur whisky**

Curtis Distributors Ltd., London and Glasgow. Stopper cork, lead capsule embossed "Curtis" around neck. Good label. Blended, no strength stated 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

#### The Antiquary Liquer Whisky-Early 20th Century

Old Scotch Whisky. Bottled by and corks branded "J & M Hardie" & Co. Ltd., 4 Picardy Place, Edinburgh.

Driven cork, embossed lead capsule. Two piece moulded green glass bottle embossed "J & W Hardie, Edinburgh" to rear. Good labelling. Level: high/mid shoulder. Blended, 70 degrees proof 1 bottle

£300 - 400 €420 - 570 US\$450 - 610 172

#### **Grant's Stand Fast**

Bottled and Guaranteed by William Grant & Sons Ltd., Distilleries, The Glenfiddich and Balvenie-Glenlivet, Dufftown.

Stopper cork, lead capsule embossed "William Grant & Sons Ltd., Distillers Dufftown, Banff-shire" around neck. Two piece moulded green glass bottle. Labelling with some discolouration, dated by hand "1939". Level: high/mid shoulder. Blended, no strength stated 1 bottle

£300 - 350 €420 - 490 US\$450 - 530

173

#### Alfred Lamb Special Reserve Rum-1949

Distilled 9/9/1949. Bottled at Dumbarton, United Rum Merchants. Limited Edition bottle number 422 of 510. In wooden presentation case. Good label. Level: high shoulder. 75 cl. 40% volume 1 bottle

£300 €420 US\$450

174

#### Cognac-Vintage 1930

Reserve de la Vielle Maison, Jas. Prunier & Cie. Embossed lead capsule. Labelling slightly discolured with some minor tears to right side at base. 70 degrees proof 1 bottle

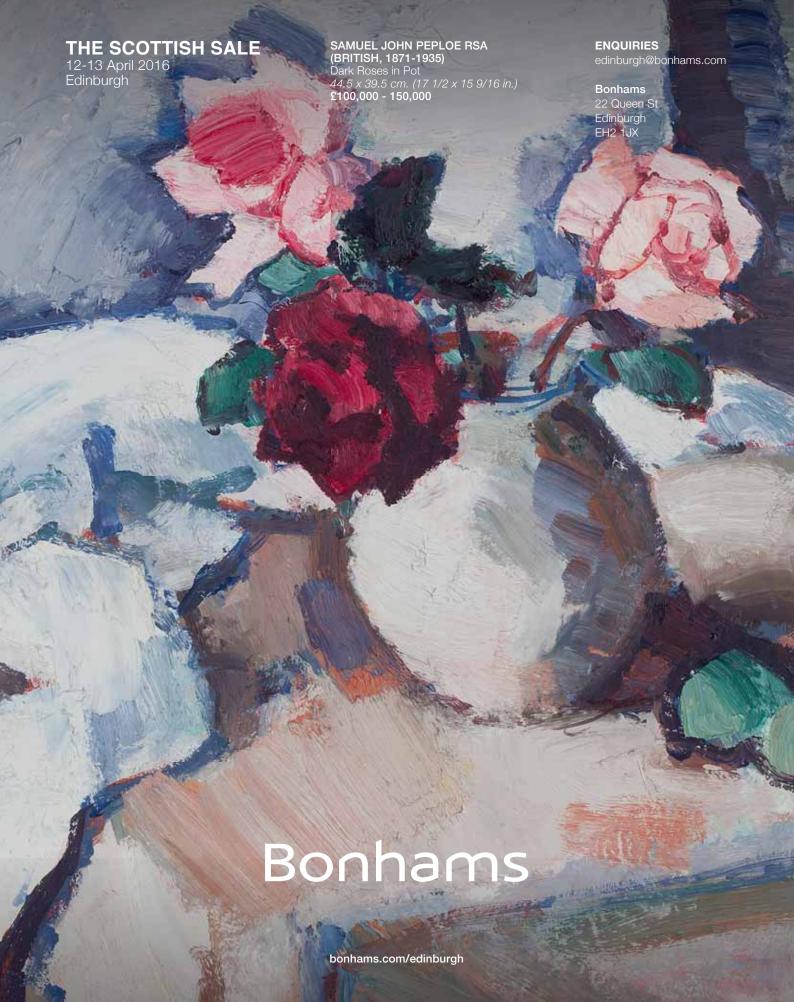
£300 - 350 €420 - 490 US\$450 - 530

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#### **NOTICE TO BIDDERS**

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### **Estimates**

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

#### **Condition Reports**

In respect of most Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe you as a Bidder any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you. However, any written Description of the physical condition of the Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Ruser.

#### 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 Buver'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 I ots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

#### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

#### Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

#### Bidding by telephone

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

#### Bidding via the internet

Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

#### Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

# 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/ or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

# 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to  $\pounds50,000$  of the Hammer Price 20% from  $\pounds50,001$  to  $\pounds1,000,000$  of the Hammer Price 12% from  $\pounds1,000,001$  of the Hammer Price

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

On certain Lots, which will be marked "AP" 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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

#### 8. VAT

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

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

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

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

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

#### 9. PAYMENT

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

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

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

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

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to excort 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 '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### 18. FURNITURE

#### Upholstered Furniture

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

#### 19. JEWELLERY

#### ≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non–Burmese origin require certification before import into the US and it is the *Buyer*'s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howspeyer incurred

#### Gemstones

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

#### **Estimated Weights**

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

#### Signatures

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

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

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

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

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

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

#### 20. PHOTOGRAPHS

#### **Explanation of Catalogue Terms**

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

   "After Jacopo Bassano": in our opinion a convert of Jacopo Bassano.
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

#### 22. PORCELAIN AND GLASS

#### **Damage and Restoration**

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

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

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

#### 24. WINE

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

#### Examining the wines

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

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

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

Wines lying in Bond are marked  $\Delta$  and VAT is payable by the purchaser, at the standard rate, on the Hammer Price, unless the wines are to remain under Bond. Buyers requiring their wine to remain in Bond must notify Bonhams at the time of the Sale. The Buyer is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such Lots must be transferred or collected within two weeks of the Sale.

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

#### **Bottling Details and Case Terms**

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

CB - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled

GB - German bottled OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

#### **SYMBOLS**

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- $\Delta \qquad \text{Wines lying in Bond.}$
- 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.
- O 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,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is
- 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. 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.

#### RISK, PROPERTY AND TITLE

4.2

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- 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*.
- Time will be of the essence in relation to payment of 6.2 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.

#### COLLECTION OF THE LOT

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

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

#### THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale:
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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:
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's 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 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.
- 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 Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 0.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- Any notice or other communication to be given under the Contract for Sale 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 Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding 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.
- 10.5 If any term or any part of any term of the Contract for Sale 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.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, 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.

#### 11 GOVERNING LAW

All transactions to which the Contract for Sale 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 place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller 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.

#### **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:
- 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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [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 purpose.
- 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 Ronhams.

#### 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.

## 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

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

# 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.

- If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### 9 FORGERIES

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- 9.1 We undertake a personal responsibility for any Forgery 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 Lot 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 Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
  - within one month after such notification has been given, 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 *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*

- Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue 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 Lot is a Forgery 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.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery 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, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 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 Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale 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 Lot 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 (ii) 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  ${\it Lot}$  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 nonconforming *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 nonconforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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

#### 12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

## APPENDIX 3

#### **DEFINITIONS AND GLOSSARY**

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

## LIST OF DEFINITIONS

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

- "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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*)
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means *Bonhams*' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams*' staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- **"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- **"interpleader proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

# **Bonhams Specialist Departments**

19th Century Paintings

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

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art UK Philip Keith

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

American Paintings Alan Fausel +1 212 644 9039

Antiquities Madeleine Perridge +44 20 7468 8226

Antique Arms & Armour UK David Williams

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

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK

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

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

Australian Colonial Furniture and Australiana +1 415 861 7500

+1 415 861 7500

Books, Maps &
Manuscripts

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

British & European Glass

UK Simon Cottle +44 20 7468 8383 U.S.A. Suzy Pai +1 415 503 3343 British & European Porcelain & Pottery

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

California & American Paintings Scot Levitt +1 323 436 5425

Carpets UK carpets@bonhams.com U.S.A. Hadji Rahimipour +1 415 503 3392

Chinese & Asian Art

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

Clocks UK James Stratton +44 20 7468 8364 U.S.A Jonathan Snellenburg +1 212 461 6530

Coins & Medals UK John Millensted +44 20 7393 3914 U.S.A Paul Song +1 323 436 5455

Contemporary Art UK Ralph Taylor +44 20 7447 7403

U.S.A Jeremy Goldsmith +1 917 206 1656

Entertainment Memorabilia

UK +44 20 7393 3844 U.S.A Catherine Williamson +1 323 436 5442 Furniture & Works of Art

Guy Savill +44 20 7468 8221 U.S.A Andrew Jones +1 415 503 3413

Greek Art Olympia Pappa +44 20 7468 8314

Golf Sporting Memorabilia Kevin Mcgimpsey +44 131 240 2296

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art UK India Phillips +44 20 7468 8328 U.S.A Tanya Wells +1 917 206 1685

Islamic & Indian Art Claire Penhallurick +44 20 7468 8249

Japanese Art UK Suzannah Yip +44 20 7468 8368 U.S.A Jeff Olson +1 212 461 6516

Jewellery UK Jean Ghika +44 20 7468 8282 U.S.A Susan Abeles +1 212 461 6525 AUSTRALIA Anellie Manolas +61 2 8412 2222 HONG KONG Graeme Thompson +852 3607 0006

Marine Art UK Veronique Scorer +44 20 7393 3962 U.S.A Gregg Dietrich +1 917 206 1697

Mechanical Music Jon Baddeley +44 20 7393 3872

Modern, Contemporary & Latin American Art U.S.A Alexis Chompaisal

Modern Design Gareth Williams +44 20 7468 5879

+1 323 436 5469

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

Motor Cars UK Tim Schofield +44 20 7468 5804 U.S.A Mark Osborne +1 415 503 3353

+1 415 503 3353 EUROPE Philip Kantor +32 476 879 471

Automobilia UK Toby Wilson +44 8700 273 619

Adrian Pipiros +44 8700 273621

Motorcycles Ben Walker +44 8700 273616

Native American Art Jim Haas +1 415 503 3294

Natural History U.S.A Claudia Florian +1 323 436 5437

Old Master Pictures UK Andrew Mckenzie +44 20 7468 8261 U.S.A Mark Fisher +1 323 436 5488

Orientalist Art Charles O'Brien +44 20 7468 8360

Photography U.S.A Judith Eurich +1 415 503 3259

Portrait Miniatures UK +44 20 7393 3986

Prints and Multiples UK Rupert Worrall +44 20 7468 8262 U.S.A Judith Eurich +1 415 503 3259

Russian Art UK Daria Chernenko +44 20 7468 8334 U.S.A Yelena Harbick +1 212 644 9136 Scientific Instruments Jon Baddeley +44 20 7393 3872 U.S.A. Jonathan Snellenburg +1 212 461 6530

Scottish Pictures Chris Brickley +44 131 240 2297

Silver & Gold Boxes UK Michael Moorcroft +44 20 7468 8241 U.S.A Aileen Ward +1 800 223 5463

South African Art Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

Watches &

Wristwatches UK Jonathan Darracott +44 20 7447 7412 U.S.A. Jonathan Snellenburg +1 212 461 6530 HONG KONG Nicholas Biebuvck

+852 2918 4321

Whisky UK Martin Green +44 1292 520000 U.S.A Gary Durso +1 917 206 1653 HONG KONG Daniel Lam +852 3607 0004

Wine UK Richard Harvey +44 (0) 20 7468 5811 U.S.A Doug Davidson +1 415 503 3363 HONG KONG Daniel Lam +852 3607 0004

#### UNITED KINGDOM

#### London

101 New Bond Street • London W1S 1SR +44 20 7447 7447 +44 20 7447 7400 fax

Montpelier Street • London SW7 1HH +44 20 7393 3900 +44 20 7393 3905 fax

#### South East England

**Brighton & Hove** 19 Palmeira Square Hove, East Sussex BN3 2JN +44 1273 220 000 +44 1273 220 335 fax

#### Guildford

Millmead. Guildford, Surrey GU2 4BE +44 1483 504 030 +44 1483 450 205 fax

Isle of Wight +44 1273 220 000

Representative: Kent

George Dawes +44 1483 504 030

West Sussex +44 (0) 1273 220 000

#### South West **England**

#### Bath

Queen Square House Charlotte Street Bath BA1 2LL +44 1225 788 988 +44 1225 446 675 fax

#### Cornwall - Truro

36 Lemon Street Truro Cornwall TR1 2NR +44 1872 250 170 +44 1872 250 179 fax

#### Exeter

The Lodge Southernhay West Exeter, Devon EX1 1JG +44 1392 425 264 +44 1392 494 561 fax

#### Winchester

The Red House Hyde Street Winchester Hants SO23 7DX +44 1962 862 515 +44 1962 865 166 fax

#### Tetbury

22a Long Street Tetbury Gloucestershire GL8 8AQ +44 1666 502 200 +44 1666 505 107 fax Representatives: Dorset

Bill Allan +44 1935 815 271

#### **East Anglia**

**Bury St. Edmunds** 21 Churchgate Street Bury St Edmunds Suffolk IP33 1RG +44 1284 716 190 +44 1284 755 844 fax

Norfolk The Market Place Reepham Norfolk NR10 4JJ +44 1603 871 443 +44 1603 872 973 fax

#### Midlands

Knowle The Old House Station Road Knowle, Solihull West Midlands B93 0HT +44 1564 776 151 +44 1564 778 069 fax

#### Oxford

Banbury Road Shipton on Cherwell Kidlington OX5 1JH +44 1865 853 640 +44 1865 372 722 fax

#### Yorkshire & North East **England**

#### Leeds

30 Park Square West Leeds LS1 2PF +44 113 234 5755 +44 113 244 3910 fax

#### North West England

#### Chester

2 St Johns Court, Vicars Lane, Chester, Ch1 1QE +44 1244 313 936 +44 1244 340 028 fax

#### Manchester

The Stables 213 Ashley Road Hale WA15 9TB +44 161 927 3822 +44 161 927 3824 fax

#### Channel Islands

#### Jersey

La Chasse La Rue de la Vallee St Mary Jersey JE3 3DL +44 1534 722 441 +44 1534 759 354 fax

Representative:

**Guernsey** +44 1481 722 448

#### Scotland

#### Edinburgh •

22 Queen Street Edinburgh EH2 1JX +44 131 225 2266 +44 131 220 2547 fax

**Glasgow** 176 St. Vincent Street, Glasgow G2 5SG +44 141 223 8866 +44 141 223 8868 fax

#### Representatives: Wine & Spirits

Tom Gilbey +44 1382 330 256

#### Wales

#### Cardiff

7-8 Park Place, Cardiff CF10 3DP +44 2920 727 980 +44 2920 727 989 fax

#### **EUROPE**

#### Austria

Tuchlauben 8 1010 Vienna +43 (0) 1 403 0001 vienna@bonhams.com

#### **Belaium**

Boulevard Saint-Michel 101 1040 Brussels +32 (0) 2 736 5076 belgium@bonhams.com

#### Denmark

Henning Thomsen +45 4178 4799 denmark@bonhams.com

#### France

4 rue de la Paix 75002 Paris +33 (0) 1 42 61 10 10 paris@bonhams.com

### Germany - Cologne

Albertusstrasse 26 50667 Cologne +49 (0) 221 2779 9650 cologne@bonhams.com

**Germany - Munich** Maximilianstrasse 52 80538 Munich +49 (0) 89 2420 5812 munich@bonhams.com

#### Greece

7 Neofytou Vamva Street Athens 10674 +30 (0) 210 3636 404 athens@bonhams.com

#### Ireland

31 Molesworth Street +353 (0) 1 602 0990 dublin@bonhams.com

#### Italy - Milan

Via Boccaccio 22 20123 Milano +39 0 2 4953 9020 milan@bonhams.com

#### Italy - Rome Via Sicilia 50 00187 Roma

+39 0 6 48 5900 rome@bonhams.com

#### The Netherlands

De Lairessestraat 154 1075 HL Amsterdam +31 (0) 20 67 09 701 amsterdam@bonhams.com

#### Portugal

Rua Bartolomeu Dias nº 160. 1º Belem 1400-031 Lisbon +351 218 293 291 portugal@bonhams.com

#### Russia - Moscow

Anastasia Vinokurova +7 964 562 3845 russia@bonhams.com

## Russia - St. Petersburg

Marina Jacobson +7 921 555 2302 russia@bonhams.com

#### Spain - Barcelona

Teresa Ybarra +34 930 087 876 barcelona@bonhams.com

### Spain - Madrid

Nunez de Balboa no 4-1A 28001 Madrid +34 915 78 17 27 madrid@bonhams.com

#### Spain - Marbella

James Roberts +34 952 90 62 50 marbella@bonhams.com

#### Switzerland

Rue Etienne-Dumont 10 1204 Geneva +41 (0) 22 300 3160 geneva@bonhams.com

#### MIDDLE EAST

#### Dubai

Deborah Najar +971 (0)56 113 4146 deborah.najar@bonhams.com

#### Israel

Joslynne Halibard +972 (0)54 553 5337 ioslynne.halibard@ bonhams.com

#### **NORTH AMERICA**

#### USA

#### San Francisco •

220 San Bruno Avenue San Francisco CA 94103 +1 (415) 861 7500 +1 (415) 861 8951 fax

Los Angeles • 7601 W. Sunset Boulevard Los Angeles CA 90046

- +1 (323) 850 7500
- +1 (323) 850 6090 fax

#### New York •

580 Madison Avenue New York, NY 10022

- +1 (212) 644 9001
- +1 (212) 644 9007 fax

#### Representatives:

#### Arizona

Terri Adrian-Hardy +1 (480) 994 5362

## California

Central Valley David Daniel +1 (916) 364 1645

#### Southern California Christine Eisenberg

+1 (949) 646 6560 Colorado

Julie Segraves +1 (720) 355 3737

#### Florida

Palm Beach +1 (561) 651 7876 Miami +1 (305) 228 6600 Ft. Lauderdale +1 (954) 566 1630

#### Georgia

Mary Moore Bethea +1 (404) 842 1500

#### Illinois

Ricki Blumberg Harris +1 (773) 267 3300 +1 (773) 680 2881

# Massachusetts Boston/New England

Amy Corcoran +1 (617) 742 0909

#### Nevada

David Daniel +1 (775) 831 0330

#### Oregon

Sheryl Acheson +1(503) 312 6023

## Amy Lawch

+1 (713) 621 5988 Washington

## Heather O'Mahony

Martin Gammon

+1 (202) 333 1696

+1 (206) 218 5011 Washington DC Mid-Atlantic Region

## CANADA

#### Toronto, Ontario •

Jack Kerr-Wilson 20 Hazelton Avenue Toronto, ONT M5R 2É2 +1 (416) 462 9004 info.ca@bonhams.com

# Montreal, Quebec

David Kelsey +1 (514) 341 9238 info.ca@bonhams.com

## **SOUTH AMERICA**

### Brazil

+55 11 3031 4444 +55 11 3031 4444 fax

#### **ASIA**

## Hong Kong •

Suite 2001 One Pacific Place 88 Queensway Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax hongkong@bonhams.com

#### Beijing

Hongyu Yu Suite 511 Chang An Club 10 East Chang An Avenue Beijing 100006 +86(0) 10 6528 0922 +86(0) 10 6528 0933 fax beijing@bonhams.com

**Japan** Akiko Tsuchida Level 14 Hibiya Central Building 1-2-9 Nishi-Shimbashi Minato-ku Tokyo 105-0003 +81 (0) 3 5532 8636 +81 (0) 3 5532 8637 fax akiko.tsuchida@bonhams. com

#### Singapore

Bernadette Rankine 11th Floor, Wisma Atria 435 Orchard Road Singapore 238877 +65 (0) 6701 8038 +65 (0) 6701 8001 fax bernadette.rankine@ bonhams.com

Taiwan Summer Fang 37th Floor, Taipei 101 Tower Nor 7 Xinyi Road, Section 5 Taipei, 100 +886 2 8758 2898 +886 2 8758 2897 fax summer.fana@ bonhams.com

## **AUSTRALIA**

**Sydney** 97-99 Queen Street, Woollahra, NSW 2025 Australia +61 (0) 2 8412 2222 +61 (0) 2 9475 4110 fax info.aus@bonhams.com

Melbourne Como House Como Avenue South Yarra Melbourne VIC 3141 Australia info.aus@bonhams.com

## **AFRICA**

Nigeria Neil Coventry +234 (0)7065 888 666 neil.coventry@bonhams.com

#### South Africa -Johannesburg

Penny Culverwell +27 (0)71 342 2670 penny.culverwell@bonhams.com

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