

THE SPORTING SALE

Wednesday 19 October 2016

Edinburgh



Bonhams



THE SPORTING SALE

Wednesday 19 October 2016 at 11am
22 Queen Street, Edinburgh

BONHAMS

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SALE NUMBER

23501

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£10

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ILLUSTRATIONS

Front cover: Lot 85
Back cover: Lot 109
Inside front cover: Lot 91
Inside back cover: Lot 135

IMPORTANT INFORMATION

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



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IMPORTANT NOTICE TO BUYERS

Please note that all furniture and large works of arts not collected before Wednesday 2 November 2016 will be transferred to the Bonhams, Edinburgh Furniture warehouse at John Pye Auctions – transfer & storage charges will apply.

Small items £10 per week plus VAT

Large items £15 per week plus VAT

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

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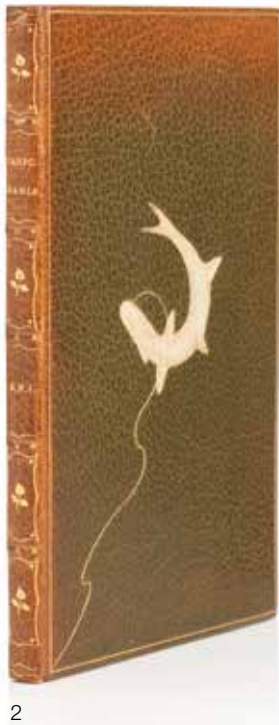
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For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled VAT at the end of the catalogue.

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

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

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



2

1 •

BERNERS (JULIANA)

A Treatyse of Fysshynge wyth an Angle, LIMITED TO 150 COPIES, printed in red and black, woodcut engravings in the text, publisher's limp vellum, gilt title to upper board, t.e.g., lacks ribbon ties, A FINE COPY, slip case (torn with loss), 8vo, [New York, C. Scribner, 1903]

£200 - 300

2 •

BIG GAME FISHING

JOHNSON (ELDRIDGE REEVES) Tarponmania - The Madness of Fishing, LIMITED EDITION, 4 plates after photographs by Julian A. Dimock, printed recto only, inscribed by the author to Dame Nellie Melba, armorial bookplate of H.S. Storey, finely bound in green morocco, leaping tarpon in white morocco to upper board, spine panelled gilt (faded), green silk endpapers, edges uncut, t.e.g., 8vo, New York, Frederick William Stack, 1908

£700 - 1,000

3 •

[BOWDEN-SMITH (RICHARD), ATTRIBUTED TO]

Fly-Fishing in Salt and Fresh Water. With Six Plates Representing Artificial Flies, half-title, 6 lithographed plates (5 hand-coloured, of which 4 depict full size flies), armorial book plate of Joseph Delaphine Bates Jr., name in ink to title, publisher's embossed cloth [Westwood & Satchell, p.95], 8vo, John Van Voorst, 1851

£300 - 500

4 •

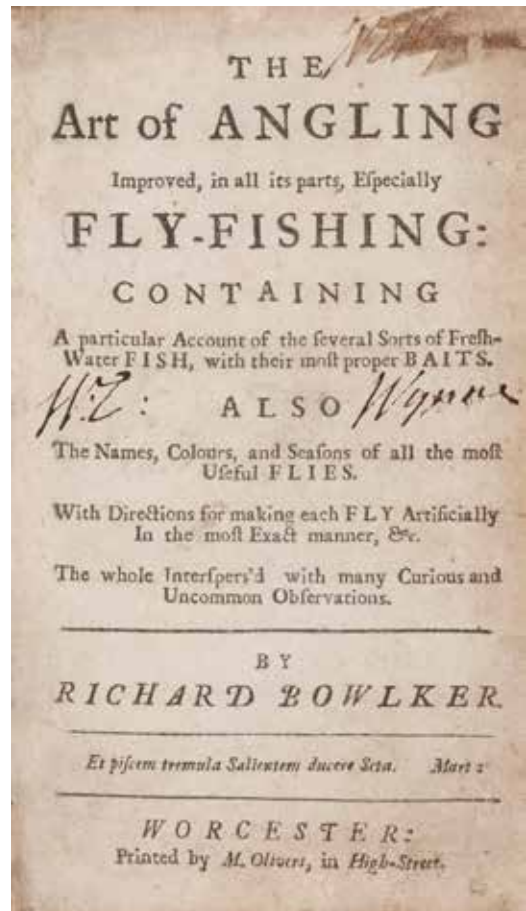
[BOWDEN-SMITH (RICHARD), ATTRIBUTED TO]

Fly-Fishing in Salt and Fresh Water. With Six Plates Representing Artificial Flies, half-title, 6 lithographed plates (5 hand-coloured, of which 4 depict full size flies), modern half morocco, spine panelled gilt [Westwood & Satchell, p.95], 8vo, John Van Voorst, 1851

£200 - 300



3



5

5 •

BOWLKER (RICHARD)

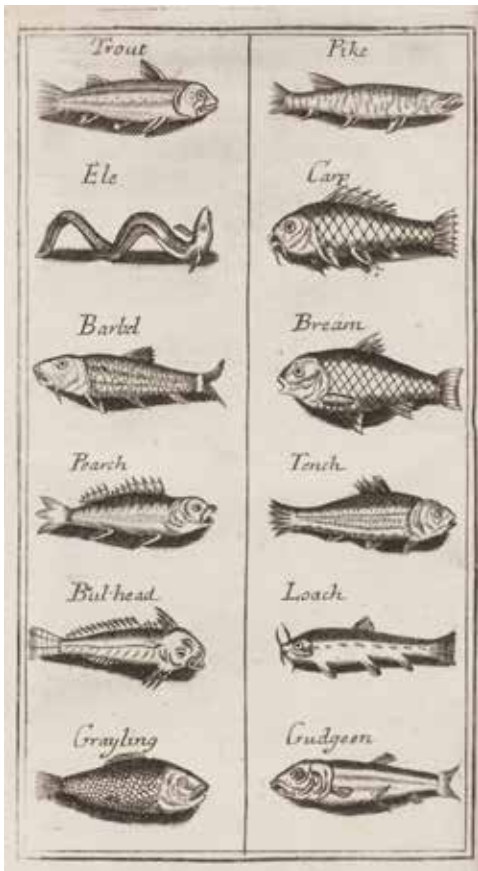
The Art of Angling Improved, in all its parts, Especially Fly-Fishing, FIRST EDITION, bound with blanks between each leaf, armorial bookplate of W. Keith Rollo, early notes on the edition and names in ink to front endpaper, names in ink also to title (one smudged), paper repair to final leaf, later half calf, 8vo, Worcester, M. Olivers, [1746]

£600 - 800

One of the classic eighteenth century angling treatises. Only this first edition identifies the author as Richard Bowlker, all others giving the name of his son, Charles.



10



11

6 •

CALDERWOOD (WILLIAM LEADBETTER)

The Salmon Rivers and Lochs of Scotland, NUMBER 128 OF 250 COPIES, plates, modern half-morocco, spine with six divisions incorporating fishes devices, 4to, Edward Arnold, 1909

£300 - 400

7 •

CLARKE (R.M.)

The Angler's Desideratum, Containing the Best and Fullest Directions for Dressing the Artificial Fly, FIRST EDITION, second issue, (with printer's name on title), illustrations, publisher's green limp cloth, rebaked, fold-over green cloth wrapper and slip case, wrapper with bookplate of Jeffrey Norton, 8vo, Edinburgh, M. Anderson, 1839

£300 - 500

A scarce work written by Captain Clarke, "being the result of nearly fifty years' study and experience". It gives detailed, practical information on the manufacture of various types of flies.

8 •

COLE (RALPH)

The Young Angler's Pocket Companion; or, a New and Complete Treatise on the Art of Angling... to Which is Now Added, a New and Most Successful Method of Trolling and Laying Trimmers... together with the Best Method of Smelt-fishing, FIRST EDITION, engraved frontispiece of anglers, 2 engraved plates of fish, modern panelled calf [Westwood & Satchell, p.62], 12mo, R. Bassam, 1795--The Gentleman Angler. Containing Short, Plain and Easy Instructions, Whereby the Most Ignorant Beginner May, in a Little Time, become a Perfect Artist in Angling for Salmon, Salmon-peal, Trout... with Several Observations on Angling, Angle-rods, and Artificial Flies, FIRST EDITION, half-title, 3-page publisher's catalogue at end, early armorial bookplate over pasted with plate of James Benkard, together with plate of Samuel W. Webb, contemporary diced calf, rebaked preserving fragments of original, [Westwood & Satchell, p.104], 8vo, A. Bettesworth, 1726--MACKINTOSH (ALEXANDER) The Modern Fisher: or Driffield Angler, second edition, wood-engraved frontispiece, later half calf, bookplate of F.W. Simms [Westwood & Satchell, p.138], Derby, Henry Mozley, 1821 (3)

£300 - 500

9 •

ELDER (FRANK)

The Book of the Hackle, NUMBER 28 OF 85 COPIES, photographic frontispiece, 6 colour plates, 29 ACTUAL MOUNTED HACKLES, publisher's maroon gilt crushed morocco, g.e., slip-case, 8vo, Edinburgh, Scottish Academic Press, 1979

£300 - 500

10 •

[FITZGIBBON (EDWARD)] "EPHEMERA"

The Book of the Salmon: in Two Parts, 9 engraved plates (8 hand-coloured), 32-page advertisements (dated September 30, 1849) at end, publisher's cloth bound in at end [Westwood & Satchell, p. 86], 1850; A Handbook of Angling: teaching Fly-Fishing, Trolling, Bottom-Fishing, and Salmon-Fishing, half-title, illustrations [Westwood & Satchell, p.85], 1847, FIRST EDITIONS, uniform modern half calf, gilt panelled spine, t.e.g., faded to spine, 8vo, Longman, Brown, Green (2)

£300 - 500



12

11 •

[HOWLETT (ROBERT)]

The Anglers Sure Guide: or, Angling Improved, And Methodically Digested, FIRST EDITION, engraved frontispiece and one plate, light browning, armorial bookplate of Bryan Faussett, name and date to title "B. Faussett Coll. Univ. 1738", notes in ink to endpapers, contemporary calf, rebacked [Westwood & Satchell, p.110], 8vo, G. Conyers, 1706

£300 - 500

Bryan Faussett (1720-1776) a pioneering Kent genealogist, archaeologist and antiquary, studied at University College London, this copy inscribed when he studied there.

He describes "To take Roach below London Bridge... lay in yr bait as close to the stern of the ship as you can & let it swim about three yards, this must be done when the tide begins to ebb & you will not fail for good sport for two hours at least, & what you catch will be large." his notes to the rear endpapers discuss preparation of the cooking of eel, quoting from The Gentleman Angler, enclosed 4pp notes and Autographed letter signed ("H. Neale Heseltine") discussing how this book was mentioned in The Field [magazine], dated 1861.

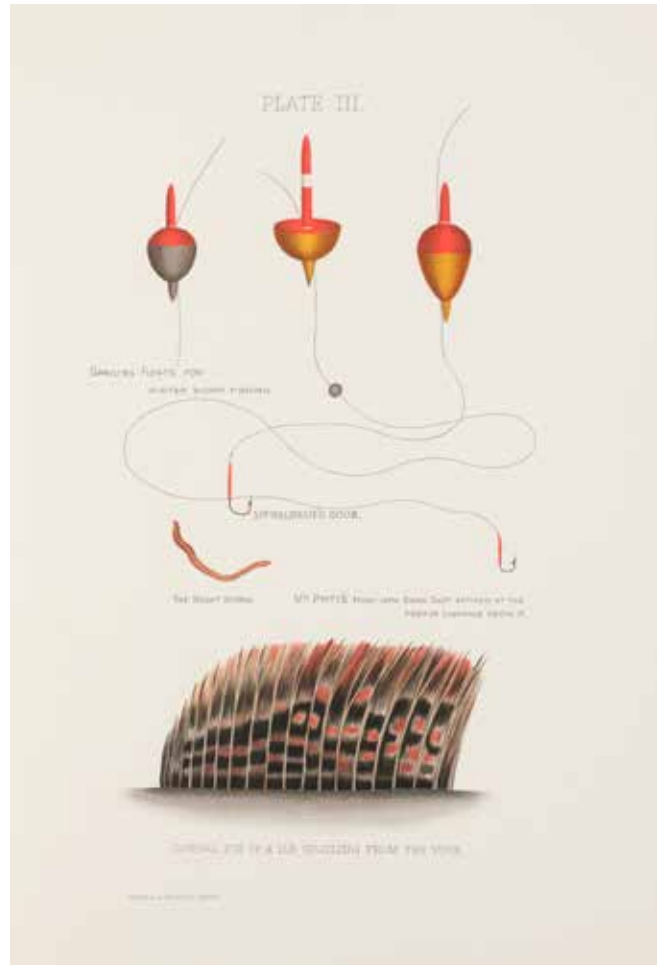
12 •

HUISH (ROBERT)

The Improved British Angler, Containing the Most Esteemed Methods of Angling for Pond and River Fish, FIRST EDITION, hand-coloured engraved frontispiece, wood-engraved vignettes, ink note in one blank margin, some spotting, armorial bookplate of Albert Mallett Paffard, publisher's pictorial cloth gilt, preserved in solander box [Westwood & Satchell, p.121], 16mo, Derby, Thomas Richardson, 1838

£700 - 900

SCARCE, the coloured frontispiece is not mentioned by Westwood & Satchell.



15 (overleaf)

13 •

[NOBBES (ROBERT)]

The Compleat Troller, or, the Art of Trolling, with a Description of all the Utensils, Instruments, Tackling, and Materials Requisite Thereto... by a Lover of the Sport, FIRST EDITION, 2 woodcut illustrations, contemporary calf, manuscript note in ink to front pastedown "Artificial fly to make..." [Wing N1193], 1682; idem, another copy, facsimile edition, modern half morocco, original publisher's wrappers bound in, 1682 [but 1790], [Westwood & Satchell, p.156;], 12mo, T. James, for Thomas Holder (2)

£400 - 500

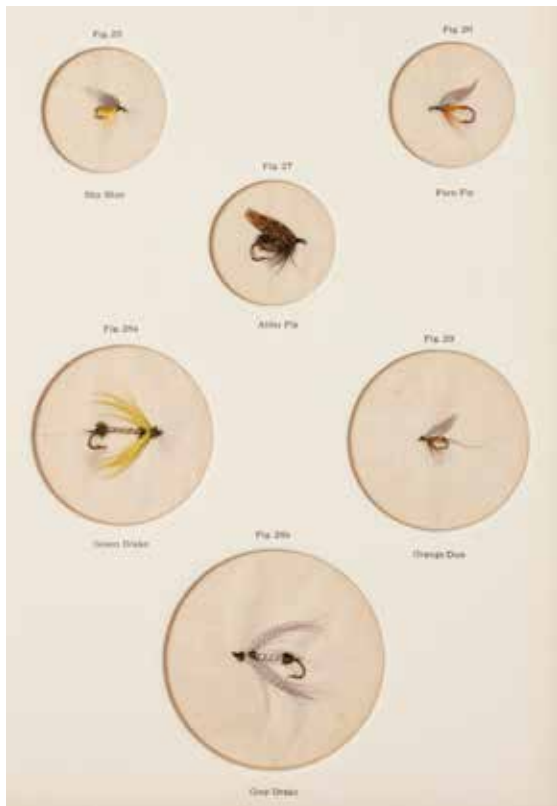
"Nobbes is commonly called 'The father of trollers'... He was the earliest, indeed, that discoursed at large, and in a substantial shape" upon the subject (Westwood & Satchell). Variations in the later printing being, page 37 has the wood cut of a hook facing in the opposite direction, the last page of the contents leaf has smaller decorative emblems and the sheets are set in a variant style.

14 •

NORTH-COUNTRY ANGLER

The North-Country Angler; Or, the Art of Angling: as Practised in the Northern Counties of England, FIRST EDITION, engraved frontispiece, (a couple of large foxing spots, trimmed tight to lower text, shaved lower line of title page) [Westwood & Satchell, p.13], 12mo (150 x 92mm.), Printed for the Editor; and sold by W. Richardson, 1786

£300 - 400



17

15 •

PRITT (THOMAS EVAN)

The Book of the Grayling: Being a Description of the Fish, and the Art of Angling for Him, as Practised Chiefly in the Midlands and the North of England, FIRST EDITION, LARGE PAPER COPY, 3 chromolithographed plates, publisher's blue cloth gilt, t.e.g, book-plate Ohlsoni, 4to, Leeds, Goodall and Suddick, 1888

£300 - 400

Thomas Evan Pritt, Honorary Secretary of the Yorkshire Anglers' Association, attempts to raise the profile and reputation of the Grayling, a fish he felt had been given poor coverage by supporters of the trout.

16 •

PRITT (THOMAS EVAN)

Yorkshire Trout Flies, FIRST EDITION, NUMBER 4 OF 250 COPIES, numbered by hand to half-title, 12 lithographed plates (11 hand-coloured of flies), later green calf by Sangorski & Sutcliffe, t.e.g, A FINE COPY, 8vo, Leeds, Goodall and Suddick, 1885

£300 - 500

17 •

RONALDS (ALFRED)

The Fly-Fisher's Entomology. With Directions for Making the Artificial Representation of Each Fly; and a Few Observations and Instructions on Trout and Grayling Fishing, 2 vol., NUMBER 24 OF 250 COPIES, signed by the publisher, introduction by Herbert Maxwell, half-titles, frontispiece and 20 plates (some hand-coloured), 48 ACTUAL SPECIMENS OF FLIES IN NINE SUNKEN MOUNTS, contemporary green morocco backed boards, upper board with blue gilt vignette of a fly, t.e.g., 4to, Liverpool, Henry Young, 1913

£1,000 - 1,500

18 •

RONALDS (ALFRED)

The Fly-Fisher's Entomology, FIRST EDITION, half-title, 19 hand-coloured engraved plates, modern green morocco gilt, t.e.g. [Westwood & Satchell, p.178], 8vo, Longman, Rees, 1836

£200 - 300

19 •

SHIRLEY (THOMAS)

The Angler's Museum; or, the Whole Art of Float and Fly Fishing, FIRST EDITION, engraved frontispiece portrait of John Kirby ("the celebrated angler"), woodcut vignette on title, later half calf, SCARCE [Westwood & Satchell, p.194], 12mo, John Fielding, [1784]

£400 - 600

20 •

[SMITH (JOHN)]

The True Art of Angling: Being a Clear and Speedy Way of Taking all Sorts of Fresh-water Fish, with the Worm, Fly, Paste and Other Baits, publisher's advertisement leaf with woodcut vignette, half-title, armorial bookplate of Joseph Delaplaine Bates Jr., contemporary calf with later morocco label, rubbed, [Westwood & Satchell, p.184], 12mo, Onesimus Ustonsen, 1770

£300 - 500

21 •

[SNART (CHARLES)]

Practical Observations on Angling in the River Trent. By a gentleman resident in the neighbourhood, FIRST EDITION, half-title, large paper copy, top page edges red, slight loss to inside margin of L6, modern brown panelled calf, A FINE COPY [Westwood & Satchell, p.211], 12mo, Newark, S. and I. Ridge, 1801

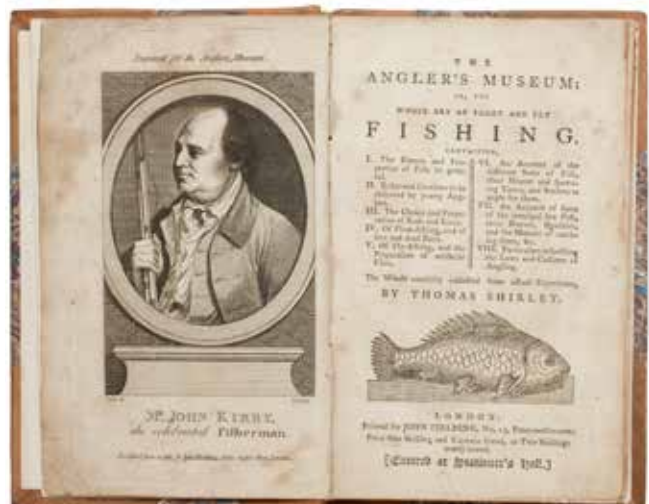
£200 - 300

22 •

TAVERNER (ERIC)

Trout Fishing from All Angles, A Complete Guide to Modern Methods, FIRST EDITION, NUMBER 46 OF 375 DE LUXE COPIES SIGNED BY THE AUTHOR, tipped-in plates, 30 ACTUAL SPECIMENS OF FLIES IN SUNKEN MOUNT, publisher's blue gilt morocco (spine faded), t.e.g., 4to, Seeley, Service, 1929

£600 - 800



19

23 •

WALLWORK (JAMES)

The Modern Angler; Comprising Angling in All its Branches, FIRST EDITION, engraved frontispiece, 4 engraved plates (2 hand-coloured) uncoloured plates browned, contemporary mottled calf, rebaked [Westwood & Satchell, p.217], 8vo, Manchester, James Cheetham, 1847

£400 - 600

24 •

WALTON (IZAAK AND CHARLES COTTON)

The Compleat Angler or the Contemplative Man's Recreation, NUMBER 10 OF 50 COPIES, contemporary green morocco, fly specimen sunk into upper board, gilt panelled spines with 4 raised bands, g.e., preserved in a contemporary fold-over box, inner edges ruled, 8vo, Nottingham Court Press, 1983

£300 - 500

25 •

WALTON (IZAAK AND CHARLES COTTON)

The Compleat Angler, or the Contemplative Man's Recreation, first Bagster edition, frontispiece, additional engraved title, 16 engraved plates, contemporary straight-grained morocco gilt, spine panelled gilt, rebaked preserving original, inner-edges gilt, 8vo, Samuel Bagster, 1808

£200 - 300

26 •

WALTON (IZAAK AND CHARLES COTTON)

The Compleat Angler or the Contemplative Man's Recreation, Edited and Arranged by R.B. Marston, 2 vol., NUMBER 266 OF 500 COPIES OF THE "DEMY QUARTO" EDITION, Lea and Dove edition, signed by the editor R.N. Marston, plates and maps, including 27 photogravures by P.H. Emerson, and 25 photogravures by George Bankart, bookplate of H. M. Leach, contemporary morocco, t.e.g. [Coigney 139], 4to, Sampson Low, 1888

£200 - 300

27 •

YOUNGER (JOHN)

On River Angling for Salmon and Trout, FIRST EDITION, second issue, half-title, table, publisher's light green decorative cloth gilt, g.e. preserved in half morocco solander box [Westwood & Satchell, p.244], 16mo, Edinburgh, William Blackwood, 1840

£200 - 300

28 •

BRITISH DEER

MILLAIS (JOHN GUILLE) British Deer and their Horns, FIRST EDITION, colour frontispiece, 10 plates, some staining, numerous illustrations, publisher's cloth, pictorial upper cover designed by Millais, folio, H. Sotheran, 1897--LANDSEER (EDWIN) and MONKHOUSE (W. COSMO) The Works of Sir Edwin Landseer, additional engraved title, engraved plates, some plate sheets loose, illustrations in the text, contemporary red half morocco, folio, J.S. Virtue, [1879-1880]--EDWARDS (LIONEL AND HAROLD FRANK WALLACE) Hunting & Stalking The Deer, The Pursuit of Red, Fallow and Roe Deer in England and Scotland, FIRST EDITION, plates by both of the authors (8 in colour), publisher's blue cloth, 4to, Longmans, Green, 1927 (3) sold not subject to return

£250 - 350



23

29 •

CHAPMAN (ABEL)

Savage Sudan, It's Wild Tribes, Big-Game and Bird-Life, publisher's green cloth, 1921; Wild Spain (España Agreste), Records of Sport with Rifle, Rod and Gun, book-plate of Ralph Stewart-Wilson, later half crushed morocco with vellum boards by Hatchards, t.e.g., 1893, FIRST EDITIONS, 8vo, Gurney and Jackson, and four other books (6)

£200 - 300

30 •

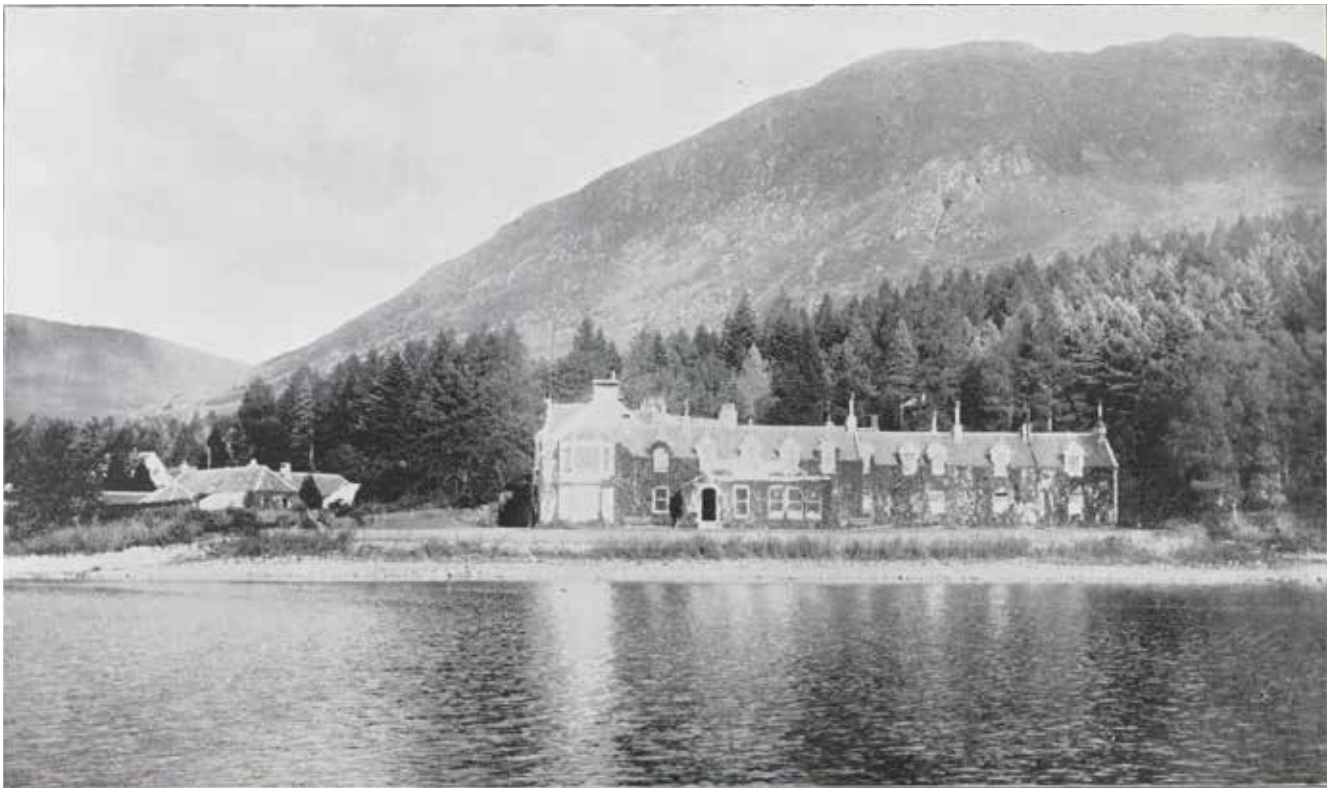
EDWARDS (LIONEL AND HAROLD FRANK WALLACE)

Hunting & Stalking The Deer, The Pursuit of Red, Fallow and Roe Deer in England and Scotland, plates by both of the authors (8 in colour), t.e.g., Longmans, Green, 1927--ST JOHN (CHARLES) Wild Sports & Natural History of the Highlands, tipped-in colour plates, armorial bookplate of Archibald Craufurd Scott, T. N. Foulis, 1919--WINANS (WALTER) Deer Breeding for Fine Heads, with Descriptions of Many Varieties and Cross-Breeds, photographic plates, Rowland Ward, 1913--McCONNOCHIE (ALEXANDER INKSON) The Deer & Deer Forests of Scotland: Historical Descriptive, Sporting, Witherby, 1923--WHITEHEAD (G. KENNETH) The Deer Stalking Grounds of Great Britain and Ireland, Hollis and Carter, 1960, and three other titles, plates, publisher's cloth, 4to & 8vo (8)

£250 - 350

Provenance

The Williams family at Glenquoich, thence by descent.



31

31 •

GLENQUOICH GAME BOOK

Glenquoich Stags 1873 to 19... [Game Book 1841-1912], *manuscript entries in ink 1841-1865, printed 1873-1898, again in ink 1899-1912, oblong 4to*, Edinburgh, T. & A. Constable; together with a three draw stalking telescope, by Ross, engraved "M.A.B. [Michael Arthur Bass, Lord Burton], Glen Quoich" contained within a leather case and a calf jotter titled "GLEN QUOICH" to the upper board (3)

£1,500 - 2,500

THE LODGE COPY OF THE GLENQUOICH GAME BOOK: STALKED BY THE KING, EDWARD VII AND THE SETTING FOR LANDSEER'S MONARCH OF THE GLEN

In 1833 Edward Ellice bought the Invergarry estate from Macdonnell of Glenarary and building started for the first lodge in 1838. Ellice stalked Glenquoich every year till his death in 1863. In 1864 the estate was stalked by Peter McDougal, and the following year it was let to a Mr R. Bristow. Records for the subsequent 10 years are unknown. In 1873 Lord Burton took over the lease of the estate. During his tenancy he engaged architect Alexander Ross to greatly extend the lodge, two photographs of which are printed in the game book. The glen was flooded for hydroelectricity in 1955 and the lodge is now submerged beneath the waters of the Quoich reservoir.

1841	1842	1843	1844
Edward Ellice 2	Edward Ellice 2	Charles Burton 2	John Burton 2
1842	1844	1843	1844
Edward Ellice 3	John Burton 1	John Burton 1	John Burton 1
1842	1843	1843	1843
John Burton 1	John Burton 1	John Burton 1	John Burton 1
1841	1841	1841	1841
Edward Ellice 2	Edward Ellice 2	Edward Ellice 2	Edward Ellice 2
1841	1841	1841	1841
Edward Ellice 2	Edward Ellice 2	Edward Ellice 2	Edward Ellice 2
1841	1841	1841	1841
Edward Ellice 2	Edward Ellice 2	Edward Ellice 2	Edward Ellice 2

1904.							
Elk-horn Stag	No.	Species	No.	Sex	No.	Species	Notes, etc.
August	17	Land Stag	22				
	24	High Glen Stag	11				
September	2	High Glen Stag	11				
	19	High Glen Stag	11				
	24	High Glen Stag	11				
October	1	High Glen Stag	11				
	8	High Glen Stag	11				
	9	High Glen Stag	11				
	10	High Glen Stag	11				
	11	High Glen Stag	11				
	12	High Glen Stag	11				
	13	High Glen Stag	11				
	14	High Glen Stag	11				
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	24	High Glen Stag	11				
	25	High Glen Stag	11				
	26	High Glen Stag	11				
	27	High Glen Stag	11				
	28	High Glen Stag	11				
	29	High Glen Stag	11				
	30	High Glen Stag	11				

This game book was published by Lord Burton (Michael Arthur Bass) to record his years at Glenquoich, this particular version, partially transcribed by three hands is believed to have been the lodge copy and was completed to include stags for the years both preceding and after his tenancy. It records his years at Glenquoich, stalking the forests of Glenquoich, Cluanie, Kingie, Gairloch and Garrygualach. The printed pages detail the stags shot from 1873 – 1898. For each year the book records approximately 10 guns. Numerous gentlemen of title shot there over these years including Viscount Curzon, The Duke of Devonshire, Prince Adolphus of Teck, Lord Tweedmouth, Lord Sandhurst, Viscount Chelsea, Earl Amherst and Hon. R. Melville. The artist Major General Henry Hope Crealock is recorded as having shot beasts in 1875-1877 and again in 1880 and 1882, these stalks were illustrated and detailed in his Journal (sold Bonhams Sporting Sale, 18 May 2016, lot 192).



Burton's lease continued until 1905 and the stags for these years have been entered in ink. During these years he entertained a number of M.P.'s, Grand Duke Michael of Russia and on two occasions The King, Edward VII, who is recorded in the book as having shot 3 stags on his first visit in 1904. The King attended Glenquoich again the next year when he and his party enjoyed two days of sport, the first near the head of Glen Kingie on the south side of the loch. Nine stags were shot including 5 by Lord Lovat and two by Colonel Davidson. On the second day they climbed the hill above the lodge to a corrie below the summit of Glouraich where a butt had been specially built for the occasion, beaters pushed in the glen towards the king and his shooting party, although Dr Scott and Lord Lovat shot 7 beasts between them, the king missed. For this reason he is not recorded in the game book for 1905. Lord Burton leased the estate for 33 years averaging 79 stags each year; these stags included a Hummel, together with a 15, 16 & 20 pointer and all by his own gun.

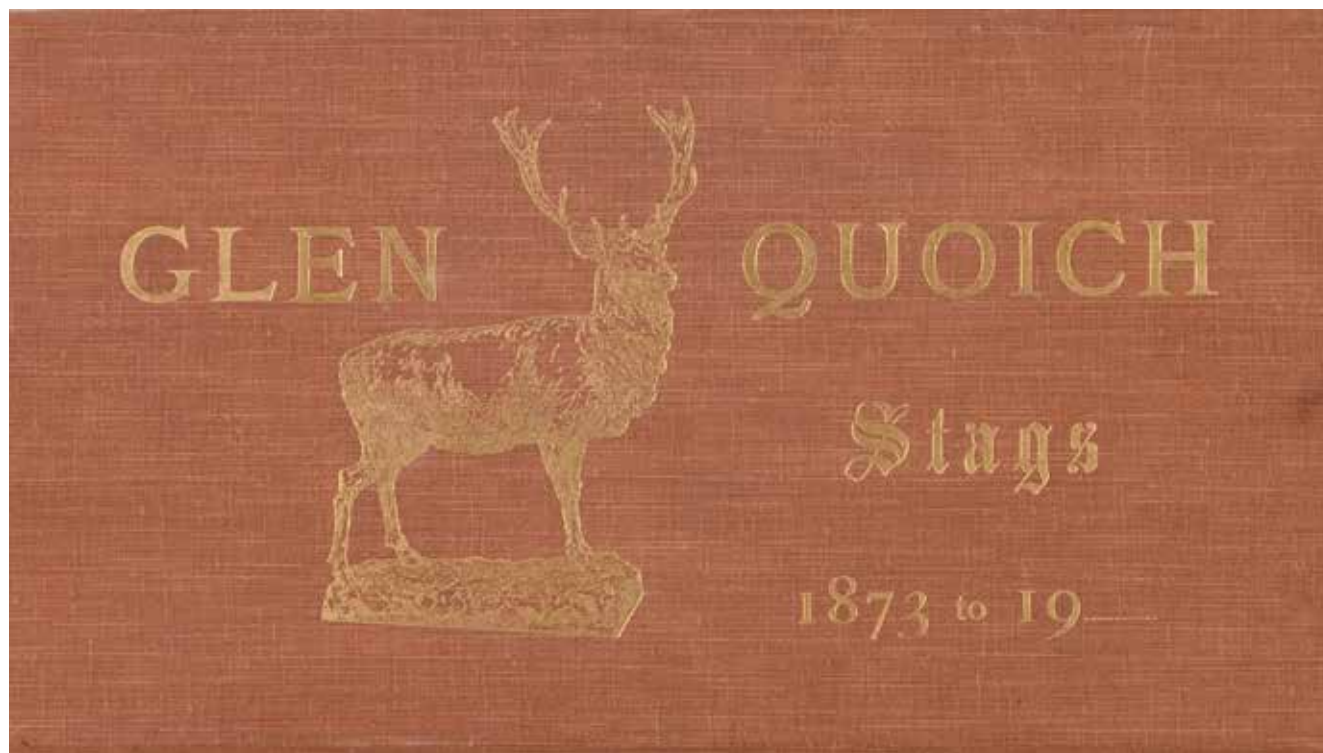
The preliminary pages have also been completed in ink detailing Edward Ellice's stags from his first two in 1841 up until 1863.

Landseer was a guest at Glenquoich for a number of years and it is said to be here that he took inspiration for his masterpiece *The Monarch of the Glen*, which he completed in 1851, "the rocks in the background are said to be identical with a group in Glenquoich, owned by the Ellice family, which are still called the Landseer rocks" (Ormond). Landseer is recorded, in the game book, as having shot one stag when he visited again in 1861. Over 23 years Ellice and his guns averaged 19 stags including a highest recorded weight of 19 stone 2lbs. The closing pages of the game book list again in ink the stags after Burton from 1907-1912.

Glenquoich was sold in 1945 by the Ellices to Charles Williams MP who died in 1955 the same year that the glen was flooded. His widow, Mary Williams, (née Bolitho) then moved to Barrisdale in the west of the estate on the south shore of Loch Hourn.

Provenance

The Williams family at Glenquoich, thence by descent.





33

32 •

GRIMBLE (AUGUSTUS)

Shooting and Salmon Fishing, Hints and Recollections, FIRST EDITION, *printed paper title label to spine*, Chapman and Hall, 1892; Deer-Stalking and the Deer Forests of Scotland, *inscribed 'Douglas Moncrieff Wright, Kinloch [Estate, Tongue], 1939'*, 1901; The Salmon Rivers of Scotland, 1902, *plates*, Kegan Paul, Trench, Truber & Co.--CALDERWOOD (WILLIAM LEADBEATER) The Salmon Rivers and Lochs of Scotland, NUMBER 22 OF 250 COPIES, *photographic plates, tipped-in colour plates, armorial bookplate of Edward Abney-Hastings, Earl of Loudoun*, Edward Arnold, 1909, 4to, publisher's quarter vellum (4)

£300 - 500

33 •

LYDEKKER (RICHARD)

The Deer of All Lands, A History of the Family Cervidae Living and Extinct, NUMBER 197 OF 500 COPIES SIGNED BY ROWLAND WARD, 24 *hand-coloured lithographed plates by J. Smith, illustrations in text, publisher's cloth, spine faded*, 4to, Rowland Ward, 1898

£400 - 600

34 •

MILLAIS (JOHN GUILLE)

The Wildfowler in Scotland, FIRST EDITION, 9 *engraved plates, 2 coloured plates, publisher's half vellum, t.e.g.*, A FINE COPY 1901 --EDWARDS (LIONEL) Hunting & Stalking the Deer, The Pursuit of Red, Fallow and Roe Deer in England and Scotland, *plates by both of the authors (8 in colour), t.e.g.*, 1927, Longmans. Green--WHITEHEAD (GEORGE KENNETH) The Deer Stalking Grounds of Great Britain and Ireland, *photographic plates, dust jacket*, Hollis & Carter, 1960--The Grouse in Health and in Disease, Being the Final Report of the Committee of Inquiry on Grouse Disease, 2 vol., *plates*, Smith, Elder, 1911--COLLYNS (CHARLES PALK) Notes on the Chase of the Wild Red Deer in the Counties of Devon and Somerset, *plates, publisher's pictorial cloth gilt*, Longman, Green, 1862--MCCONNOCHIE (ALEXANDER INKSON) The Deer and Deer Forests of Scotland: Historical, Descriptive, Sporting, *plates*, H. F. & G. Witherby, 1923--ROSS (JOHN) The Book of the Red Deer, Simpkin, Marshall, 1925, FIRST EDITION, 4to, *publisher's cloth unless otherwise stated* (8)

£300 - 500

35 •

MILLAIS (JOHN GUILLE)

The Natural History of British Game Birds, NUMBER 310 OF 550 COPIES, 36 *plates (18 colour) after Thorburn and Millais, bookplate of Ralph Stewart-Wilson, publisher's red quarter cloth, t.e.g., spine faded, folio*, Longmans, Green, 1909

£400 - 600

36 •

SURTEES (ROBERT SMITH)

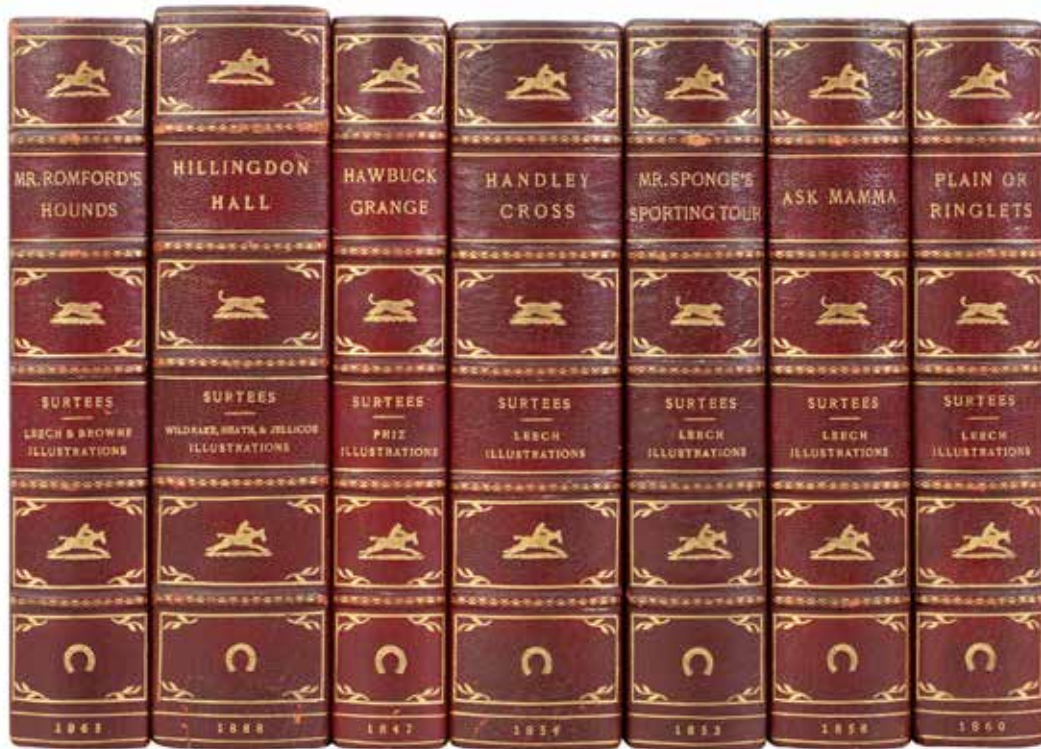
Hawbuck Grange; or the Sporting Adventures of Thomas Scott, 8 *plates after Phiz, rebacked preserving original*, Longman, Brown, Green, 1847; Mr Sponge's Sporting Tour, 1853; Handley Cross or Mr. Jorrick's Hunt, 1854; "Ask Mamma" or, The Richest Commoner in England, 1858; Plain or Ringlets? 1860; Mr. Facey Romford's Hounds, 1865, *hand-coloured plates after John Leech, Bradbury and Evans; Hillingdon Hall or The Cockney Squire, hand-coloured plates after Wildrake, Heath and Jellicoe, John Nimmo*, 1888, FIRST EDITIONS, *publisher's cloth, each preserved in a fold over case and uniform maroon morocco backed slipcase, spines panelled gilt, with hunting devices to each section*, 8vo (7)

£600 - 900

SCARCE FIRST EDITION SET IN ORIGINAL CLOTH, preserved in fine morocco bindings.



35



36

37 •

THE SPORTING MAGAZINE

The Sporting magazine of Monthly Calendar of Transactions of the Turf, The Chase and every other Diversion Interesting to The Man of Pleasure and Enterprize, 37 vol. (numbers 1-37), for the Proprietors, by J. Wheble, 1793-1811; The Sporting Magazine [Second Series], 20 vol., M.A. Pitman, 1824-1834, *approximately 700 engraved plates, contemporary half calf, rubbed, 8vo (57), sold as a periodical*

£400 - 500

38 •

THORBURN (ARCHIBALD)

Game Birds and Wild-Fowl of Great Britain and Ireland, FIRST EDITION, 30 colour plates, *modern half red morocco, spines panelled with gilt bird devices to each, t.e.g., [Nissen IVB 939], folio, Longmans, 1923*

£600 - 800



38

39 •

THORBURN (ARCHIBALD)

Game Birds and Wild-Fowl of Great Britain and Ireland, FIRST EDITION, 30 colour plates, *red publisher's cloth, t.e.g., spine faded, [Nissen IVB 939], folio, Longmans, 1923*

£400 - 600

40 •

THORBURN (ARCHIBALD)

British Birds, 4 vol., 80 coloured plates, 1915-1916; British Mammals, 2 vol., 50 coloured plates, 1920-1921; A Naturalist's Sketch Book, 24 coloured plates [Nissen IVB 940], 1919; FIRST EDITIONS, *publisher's cloth, t.e.g., spines faded, 4to, Longmans (7)*

£300 - 500



39



41



42

41 •

BOTANY

BAXTER (WILLIAM) *British Phaenogamous Botany; or, Figures and Descriptions of the Genera of British Flowering Plants*, 6 vol., 509 *hand-coloured engraved plates, contemporary half morocco, spine panelled gilt* [Nissen BBI 107], 8vo, J.H. Parker, 1834-1843

£300 - 500

42 •

CURTIS (WILLIAM)

Botanical Magazine; or, Flower-Garden Displayed, vol. 43-53 only, *numerous hand-coloured engraved plates (some folding)*, 1816-1826; *General Indexes to the Plants contained in the First Fifty-Three Volumes of the Botanical Magazine, 1828 contemporary tree calf (some covers detached), 4 volumes rebacked, 8vo, Sherwood, sold as a periodical* (12)

£1,000 - 1,500

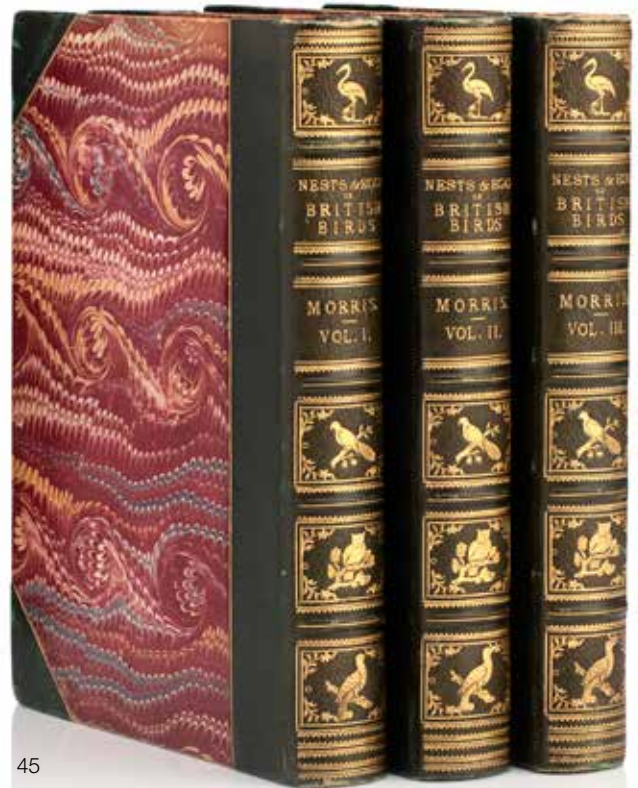


44

43 •
NATURAL HISTORY

[HEY (REBECCA)] *The Moral of Flowers*, Illustrated by Coloured Engravings, *second edition*, 24 hand-coloured engraved plates, 1835; *The Spirit of the Woods*, Illustrated by Coloured Engravings, 26 hand-coloured engraved plates, 1837, Longman, Rees--CURTIS (WILLIAM) *Practical Observations on the British Grasses*, *sixth edition*, 1824; *Practical Directions for Laying Down and Improving Meadow and Pasture Land*, *seventh edition*, 1834, hand-colour engraved plates, Sherwood--COMMERELL (ABBÉ DE) *An Account of the Culture and use of the Mangel Wurzel, or Root of Scarcity*, *fourth edition*, hand-coloured engraved plate, Charles Dill and J. Phillips, 1788--JOHNSTONE (JOSEPH) *An Account of the Mode of Draining Land*, *second edition*, 19 folding engraved plates, B. McMillan, 1801--KENT (NATHANIEL) *General View of the Agriculture of the County of Norfolk*, folding engraved map and 3 plates, George Nicol, 1796--SINCLAIR (GEORGE) *Hortus Gramineus Woburnensis: or, an Account of the Results of Experiments on the Produce and Nutritive Qualities of Different Grasses and Plants*, *second edition*, 60 hand-coloured engraved plates, James Ridgway, 1825--A *Manual of Orchidaceous Plants*, 10 parts contained within 2 folders, PRESENTATION COPY FROM THE PUBLISHER TO SUTTONS OF READING, signed and inscribed by Harry Vetch, engraved plates, coloured maps, James Veitch, 1887-1894, together with another book, 8vo (11)

£300 - 500



45

44 •
LILFORD (THOMAS L. POWYS, LORD)

Coloured Figures of the Birds of the British Islands, 7 vol., FIRST EDITION, photogravure portrait, 421 plates after A. Thorburn, G.E. Lodge and J.G. Keulemans, mostly chromolithographed, some hand-finished, all mounted on stubs, book-plate of Harold Wilson, half green crushed morocco by Porter, t.e.g., spines faded [*Fine Bird Books*, p.91; *Nissen IVB 563*; *Zimmer*, p.399], R.H. Porter, 1885-1897

£1,000 - 1,500

45 •
MORRIS (FRANCIS ORPEN)

A Natural History of the Nests and Eggs of British Birds, 3 vol., *second edition*, 232 coloured plates, contemporary half morocco by Sotheran, spine panelled gilt incorporating gilt bird devices, g.e., book-plates of Harold Wilson and Ralph Stewart-Wilson, A FINE SET, 8vo, George Bell, 1875

£300 - 400



46



48

46 •

NATURAL HISTORY - FINE BINDINGS

JOHNS (CHARLES ALEXANDER) *British Birds in their Haunts*, 3 vol., plates engraved on wood, drawn by Wolf, engraved by Whymper, EXTRA ILLUSTRATED with the 362 hand-coloured plates from Meyer's *British Birds with their Eggs*, later red half morocco, spines panelled gilt, [1853]-1885--MARTYN (THOMAS) *Flora Rustica: Exhibiting Accurate Figures of Such Plants as Are Either Useful or Injurious in Husbandry*, 4 vol., FIRST EDITION, hand-coloured engraved plates, later half calf [Nissen BBI 1291; *Great Flower Books*, p.118; Pritzel 5929], F.P. Nodder, 1792-1794--PHILLIPS (HENRY) *History of Cultivated Vegetables*, 2 vol., second edition, 1822; *Pomarium Britannicum*, third edition, 1823, H. Colburn, uniform contemporary straight grained morocco--CURTIS (WILLIAM) *Practical Observations on the British Grasses*, fifth edition, 28 hand-coloured engraved plates, contemporary green straight grained morocco, spine panelled gilt, foliate gilt border to boards, Sherwood, 1812--STILLINGFLEET (BENJAMIN) *Miscellaneous Tracts Relating to Natural History, Husbandry, and Physick*, second edition, contemporary calf gilt, R. and J. Dodsley, 1762--SINCLAIR (GEORGE) *Hortus Gramineus Woburnensis: or, an Account of the Results of Experiments on the Produce and Nutritive Qualities of Different Grasses and Plants*, third edition, 60 hand-coloured engraved plates, contemporary green calf, gilt blindstamped design to boards and spine, James Ridgway, 1826--RHIND (WILLIAM) *A History of the Vegetable Kingdom*, additional hand-coloured engraved title, fine binding by Bayntun, Blackie, 1872, 8vo (14)

£300 - 500



49



49

47 •

NATURAL HISTORY

LINDLEY (JOHN) AND JOSEPH PAXTON Paxton's Flower Garden, 3 vol., 108 coloured plates, publisher's decorative cloth [Nissen BBI 1499], 4to, Cassell, Petter, 1882--ROBINSON (W., edited by) Flora and Sylva, 3 vol., 66 coloured plates, vol. 1 & 3 half vellum, vol. 2 publisher's cloth, folio, for the Author, 1903-1905--PHILLIPS (HENRY) Flora Historica, 2 vol., contemporary diced calf, E. Lloyd, 1824, together with a quantity of other natural history books (quantity)

£300 - 500

48 •

NATURAL HISTORY

SEPP (CHRISTIAAN ANDREAS) Beschouwing du wonderen gods in de minstgeochtte schepzelen. Of nederlandsche insecten, vol. I (of 8), 29 hand coloured engraved plates, occasional light browning, later calf, [Nissen ZBI 3808], 4to, Amsterdam, [J.C. Sepp], 1762--HILL (JOHN) The British Herbal: An History of Plants and Trees, Natives of Britain, Cultivated for Use, or Raised for Beauty, FIRST EDITION, lacks title, engraved plates by Boyce, Daryl & Edwards, R. Benning, H. Roberts and others after Daryl & Edwards and J. Burgess, damp staining to some plates, losses to margin of some plates and a tear to plate 7, manuscript table to front free endpaper, losses to edges of preliminary sheets, some browning, contemporary calf backed boards, rubbed, joints splitting [Nissen BBI 881; Henrey 798; Hunt 557], folio (414 x 256mm.), [T. Osborne and J. Sipton, 1756-1757] (2) sold not subject to return

£300 - 500

49

AFTER ALFRED CHARLES HAVELL

A Fox-Hunter's Dream; A Racing Nightmare, a pair coloured lithographs, published by Fores, 1890 62 x 48cm (24 7/16 x 18 7/8in).

£250 - 350



PICTURES

Lots 50 - 104





50



51



52

50 AR

MICHAEL LYNE (BRITISH, 1912-1989)

Wild horses with huntsman and hounds beyond
signed 'Michael Lyne' (lower left),
oil on canvas

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

£2,000 - 3,000

51 AR

MICHAEL LYNE (BRITISH, 1912-1989)

'High spirits'
signed 'Michael Lyne' (lower left),
oil on canvas

51 x 61.5cm (20 1/16 x 24 3/16in).

£1,000 - 1,500

52

EMIL ADAM (GERMAN, 1843-1924)

Welsh stallion
signed 'Emil Adam' (lower left)
pastel on brown paper

50 x 60cm (19 11/16 x 23 5/8in).

£600 - 800



53

53
CLAUDE LORRAINE FERNELEY (BRITISH, 1822-1891)
A grey horse in a stable
signed and dated 'Claude Ferneley / 1862' (lower right)
oil on canvas
44.5 x 63cm (17 1/2 x 24 13/16in).

£1,500 - 2,000

54
CLAUDE LORRAINE FERNELEY (BRITISH, 1822-1891)
A bay horse in stable
signed and dated 'Claude L Ferneley / 1862' (lower right)
oil on canvas
44.5 x 62.5cm (17 1/2 x 24 5/8in).

£1,500 - 2,000

55
E BROWN, 19TH CENTURY
Horse and dog before a stone arch
signed and dated 'E Brown / 1857' (lower left)
oil on canvas
62.5 x 75cm (24 5/8 x 29 1/2in).

£700 - 900



54



55



56

56

JAMES HARDY JNR. (BRITISH, 1832-1889)

After the Shoot

signed 'J Hardy Jnr' (lower left)

watercolour

73 x 60cm (28 3/4 x 23 5/8in).

£2,000 - 3,000



57



58

57

JOHN EMMS (BRITISH, 1843-1912)

The Post Horse
 signed and dated 'Jno Emms /1905' (lower right)
 oil on canvas
 50 x 60cm (19 11/16 x 23 5/8in).

£1,000 - 1,500

58 AR

FRANCES MABEL HOLLAMS (BRITISH, 1877-1963)

Cadet
 signed and dated 'F.M Hollams/1930' (lower left); further inscribed 'Cadet' (upper right)
 oil on panel
 33 x 23.5cm (13 x 9 1/4in).

£800 - 1,200

59

WILLIAM WALLS, RSA RSW (BRITISH, 1860-1942)

Horses in a field
 signed 'Wm Walls' (lower centre)
 oil on canvas board
 44 x 59.5cm (17 5/16 x 23 7/16in).

£800 - 1,200



59



60



60



60



60

60

HARRY HALL (BRITISH, 1815-1882)

A set of four racing scenes
inscribed 'Painted by Hall of Newmarket' to label attached (verso)
oil on board
each 14 x 26cm (5 1/2 x 10 1/4in).

£1,200 - 1,800



61

61
ATTRIBUTED TO JOHN FREDERICK HERRING, SNR. (BRITISH, 1795-1865)

Horse in a landscape
oil on panel
54 x 67cm (21 1/4 x 26 3/8in).

£1,500 - 2,000



62

62
CHARLES (THE YOUNGER) TOWNE (BRITISH, 1781-1854)

Bay Horse and Spaniel
signed and dated 'C Towne / 1831' (lower left)
oil on canvas
50 x 62cm (19 11/16 x 24 7/16in).

£1,500 - 2,000



63

63
WILLIAM SHAYER, SNR. (BRITISH, 1787-1879)

Whippet and Black Cob
signed and dated 'W J Shayer / 1836' (lower right)
oil on canvas
45 x 36cm (17 11/16 x 14 3/16in).

£800 - 1,200



64

64

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

Mr G Salvin's bay mare 'Alice Hawthorn' held by her lad
 signed and dated 'J.F.Herring. Sen^r./1844.' (lower right), also inscribed
 'Alice-Hawthorn' (on the door, lower right)
 oil on canvas
 71 x 91.5cm (27 15/16 x 36in).

£8,000 - 12,000

Provenance

Ex collection of Sir Noel Murless
 Sale, Sotheby's London, 12 July 1989, lot 131
 Private collection, UK

Literature

Oliver Beckett, *J.F.Herring & Sons*, London, 1981, p.114, cat. no.156.

Alice Hawthorn, by *Muley Moloch* out of *Rebecca*, foaled in 1838.
 Bred and owned by Mr Plummer.

In a career of just four years between 1841-1845 *Alice Hawthorn* won thirty three races and walked over a further eight. She also dead heated on two occasions. Her victories included the Chester Cup of 1842, the Doncaster Cup of 1843 and the Goodwood Cup of 1844. Mr. Plummer had sold her to Mr Salvin at the close of the 1843 season. She was retired to stud where she was to become the dam of the 1860 Derby winner *Thormanby*. Herring painted several further portraits of Alice Hawthorn between 1843-1845.



65

65

WILLIAM WEBB (BRITISH, 1780-1846)

Tom Firr, Huntsman to the Quorn with favourite Hunter
signed and dated 'W. Webb/1831.' (lower centre)
oil on canvas

74 x 98.5cm (29 1/8 x 38 3/4in).

£4,000 - 6,000

Provenance

With Richard Green Fine Paintings Ltd., London, 1967
Private collection, UK



66



67



68

66
HERBERT CLAYTON DESVIGNES (BRITISH, ACTIVE 1831-1863)
 Portrait of Sweetmeat, a bay racehorse with the jockey and the trainer
 oil on canvas
 45.5 x 57cm (17 15/16 x 22 7/16in).

£1,000 - 1,500

Provenance

The Property of Sir Godfrey Llewellyn ,Bart.; sale, Christie's, London, 7 May 1971.
 Anon. sale, Sotheby's, London, 30 September 2002, lot 566.

Sweetmeat, by *Gladiator* out of *Lollipop*, trained by Mr. Wadlow, ridden by Mr. Whitehouse and bred by Mr. A. W. Hill.

Sweetmeat won many races in 1844, 1845 and 1846. He went to a stud in 1847 and was the sire of many celebrated horses.

67
JOHN FERNELEY JR. (BRITISH, 1815-1862)
 Pickle and a groom in a stable
 signed and indistinctly dated 'John Ferneley Jr/1860' (lower left)
 oil on canvas
 63.5 x 76.5cm (25 x 30 1/8in).

£1,000 - 1,500

Provenance

General Sir James Jackson
 Surgeon-Captain P. Vaugham-Jackson, R.N.
 Sale, Christie's London, 14 July 1930, lot 5
 Private collection, UK

68
JOHN STURGESS (BRITISH, ACTIVE CIRCA 1869-1903)
 A flat refusal
 signed and dated 'Jn Sturgess / 82' (lower right); further signed and inscribed to artist's label (verso)
 oil on canvas
 27.5 x 40cm (10 13/16 x 15 3/4in).

£800 - 1,200



69

69

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

Feeding time

signed and dated 'J. F. Herring. Sen^r./1850.' (centre right)

oil on canvas

72 x 92.5cm (28 3/8 x 36 7/16in).

£15,000 - 20,000

Provenance

With Richard Green Fine Paintings, London

Private collection, UK



70



71



72

70 AR
JOHN RATTENBURY SKEAPING RA (BRITISH, 1901-1980)
 Under Pressure
 gouache
 54 x 73cm (21 1/4 x 28 3/4in).

£800 - 1,200

Provenance
 With Arthur Ackermann & Sons LTD, London

This lot is accompanied with an original bill of sale and exhibitor catalogue.

71
JOHN FERNELEY JR. (BRITISH, 1815-1862)
 A chestnut horse in a landscape
 bears inscription 'T...Pope' on reverse
 oil on canvas
 63.5 x 76.5cm (25 x 30 1/8in).

£1,000 - 1,500

Provenance
 General Sir James Jackson
 Surgeon-Captain P. Vaugham-Jackson, R.N.
 Sale, Christie's London, 14 July 1930, lot 3
 Private collection, UK

72 AR
WILLIAM ALBERT CLARK (BRITISH, EARLY 20TH CENTURY), 1919
 A Hackney mare and foal "Capenor Forbid" no. 23897
 signed and dated 'W A Clark / 1919' (lower left)
 oil on canvas
 50cm x 60cm.

£800 - 1,200



73

73

JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)

Mr H King with his bay mare 'Rosalie' held by her trainer at Royston
signed and dated 'J. Fred. Herring 1838.' (lower centre)

oil on canvas

57 x 76cm (22 7/16 x 29 15/16in).

£15,000 - 20,000

Provenance

With Richard Green Fine Paintings, London
Private collection, UK

Rosalie by *Whalebone* out of *Electra*, foaled in 1831. Owned by
Colonel Peel.

Rosalie won two races as a three year old and the Ewell Stakes at
Epsom. She was purchased by Mr H King in 1837 for whom, ridden
by her owner, she won The Farmers Plate at Royston three years
running 1837-1839.



74



74



74



74

74 AR

WILLIAM E. POWELL (BRITISH, 1878-DIED CIRCA 1955)

A group of four game bird watercolours comprising; three black grouse and one ptarmigan each signed and dated watercolour

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

£800 - 1,200



75



77



76

75
ARCHIBALD THORBURN (BRITISH, 1860-1935)
 Woodcock resting
 signed 'A Thorburn' (lower left)
 watercolour heightened with white
 11.5 x 15cm (4 1/2 x 5 7/8in).

£1,500 - 2,000

76
ARCHIBALD THORBURN (BRITISH, 1860-1935)
 Woodcock
 signed 'A Thorburn' (lower left)
 watercolour
 40 x 30cm (15 3/4 x 11 13/16in). 41.5cm x 30cm

£4,000 - 6,000

77 AR
CHARLES FREDERICK TUNNICLIFFE R.A. (BRITISH, 1901-1979)
 Derbyshire Red Cap Cockerel and Chickens
 signed 'C.F Tunnicliffe' (lower right)
 watercolour and bodycolour
 47 x 68cm (18 1/2 x 26 3/4in).

£800 - 1,200



78



80

78 AR

RODGER MCPHAIL (BRITISH, BORN 1953)

Pheasant in the snow
signed 'R. McPhail' (lower left)
watercolour
25 x 32cm (9 13/16 x 12 5/8in).

£600 - 800

Provenance

With Malcolm Innes Gallery, Edinburgh.



79

79 AR

RODGER MCPHAIL (BRITISH, BORN 1953)

Cock Pheasant in a frosted landscape
signed 'R McPhail' (lower right)
gouache
34.5 x 24.5cm (13 9/16 x 9 5/8in).

£800 - 1,200

Provenance

A gift of the artist to the Applecross Trust, Wester Ross: www.applecrosstrust.org.uk the funds generated will be used to regenerate an old oak forest in the glen.

80 AR

CHARLES FREDERICK TUNNICLIFFE R.A. (BRITISH, 1901-1979)

Cockerel - The Squall, a study
signed in pencil 'CF Tunnicliffe' (lower right), label verso inscribed
'Preliminary drawing for 'Squall' by Charles Frederick Tunnicliffe OBE,
RA, Exhibited RA Summer Exhibition 1955
pencil heightened with white
46 x 59cm (18 1/8 x 23 1/4in).
with two accompanying signed prints of 'The Squall.' (3)

£800 - 1,200

Possibly a study of a finished work reproduced by the Tryon Gallery, Cork Street, London, 1984, a printed edition limited to 350. Two versions of the print accompanying the drawing, one numbered 14 and the other 192.



81

81 AR

SIR PETER SCOTT (BRITISH, 1909-1989)

Waterfowl at the water's edge
signed 'Peter Scott 1955' (lower left)

oil on board

59 x 100cm (23 1/4 x 39 3/8in).

£5,000 - 7,000



82

82

GEORGE WILLIAM HORLOR (BRITISH, 1823-1895)

Dogs with dead game in a Highland Landscape
signed and dated 'G W Horlor / 1849' (lower left)
oil on canvas
71 x 90cm (27 15/16 x 35 7/16in).

£2,000 - 3,000

83

COLIN GRAEME ROE (BRITISH, 1850-1910)

An English Pointer
signed 'Colin Graeme Roe' (lower right)
oil on canvas
28 x 38cm (11 x 14 15/16in).

£1,000 - 1,500



83

84

MISS BROWN, (BRITISH 19TH CENTURY)

Aramis, a Water Spaniel
signed with monogram and dated '93' (lower right), inscribed 'painted
by Miss Brown/Aramis/born July 1886 died 1 April 1898' (on stretcher)
oil on canvas
46 x 75cm (18 1/8 x 29 1/2in).

£1,000 - 1,500



84



85

85

JOHN EMMS (BRITISH, 1843-1912)

Two Clumber Spaniels with game in a landscape

signed 'JNO EMMS' (lower right)

oil on canvas

51 x 41cm (20 1/16 x 16 1/8in).

£10,000 - 15,000



86



87



88

86
**FOLLOWER OF SIR EDWIN LANDSEER RA AND STUDIO
 (BRITISH, 1802-1873)**

Dogs, puppies and hens in a barn
 bears indistinct signature (lower centre)
 oil on canvas
 51 x 76cm (20 1/16 x 29 15/16in).

£800 - 1,200

87 AR
CHARLES FREDERICK TUNNICLIFFE R.A. (BRITISH, 1901-1979)

Barn Owl flying, Old Brampton Church beyond
 signed 'C.F Tunnicliffe' (lower right)
 pencil and watercolour
 44 x 62.5cm (17 5/16 x 24 5/8in).

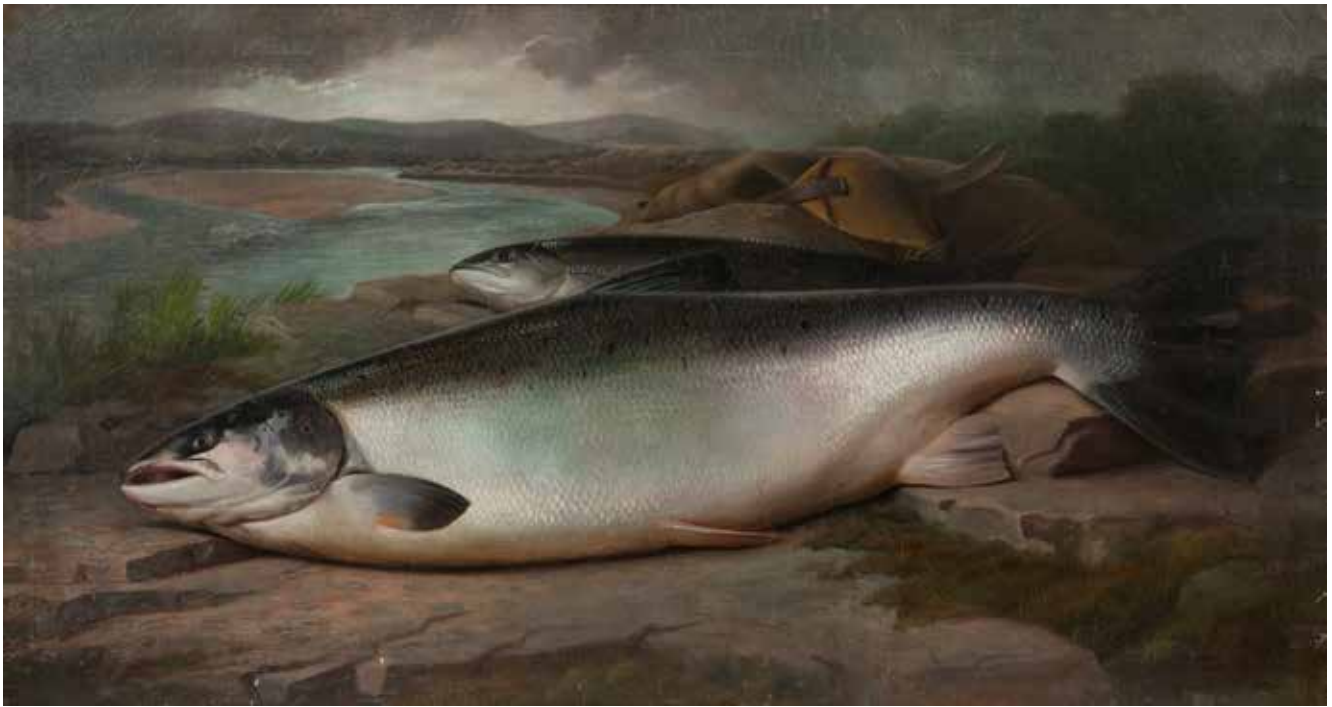
£800 - 1,200

88
CHARLES WHYMPER, R.I. (BRITISH, 1853-1941)

Four watercolour sketches of grouse moors in Yorkshire and at Moy
 one signed with initials 'CW' (lower centre); each titled in pencil (lower
 right)
 watercolour
 (2)

£300 - 500

The scenes of Moy were presented to The Mackintosh of Mackintosh
 by the artist with an apology attached verso.



89

89
JOHN RUSSELL (BRITISH, ACTIVE 1869-1918)

Prize winning Salmon
signed 'John Russell' (lower right)
oil on canvas
69 x 126cm (27 3/16 x 49 5/8in).

£3,000 - 5,000

90
ROBERT GEMMELL HUTCHISON (SCOTTISH, 1865-1945)

Complete Anglers Rest
signed 'R G Hutchison' (lower right) and inscribed with title (lower left)
oil on canvas
46 x 61 cm. (18 1/8 x 24 in.)

£1,000 - 1,500



90



91

91 AR

SAMUEL JOHN LAMORNA BIRCH RA, RWS, RWA (BRITISH, 1869-1955)

The Isla

signed and dated 'S J Lamorna Birch / 1945' (lower right)

oil on canvas

56 x 76cm (22 1/16 x 29 15/16in).

£6,000 - 8,000



92

92 AR

HAROLD FRANK WALLACE (BRITISH, 1881-1962)

The Thirteen Pointer
 signed 'H F. Wallace' (lower right)
 watercolour
 50 x 74cm (19 11/16 x 29 1/8in).

£1,000 - 1,500

Provenance

With The Moorland Gallery, London

93 AR

HAROLD FRANK WALLACE (BRITISH, 1881-1962)

On the Flats
 signed and dated 'F Wallace / 1921' (lower left)
 watercolour
 34 x 50cm (13 3/8 x 19 11/16in).

£700 - 900

Provenance

With The Moorland Gallery, London

94 AR

HAROLD FRANK WALLACE (BRITISH, 1881-1962)

The Sorting Pool
 signed and dated 'F Wallace / 1921' (lower left)
 watercolour
 52 x 37cm (20 1/2 x 14 9/16in).

£500 - 700

Provenance

With The Greenfield Gallery, Inverness

95

BRITISH SCHOOL, 20TH CENTURY

Disturbed at Barrisdale
 signed indistinctly (lower right) oil on canvas
 30 x 40cm (11 13/16 x 15 3/4in).

£250 - 350



93



94



96

96 AR

**DHARBINDER SINGH BAMRAH
(BRITISH, BORN 1965)**

From Out of the Darkness and into the Light
signed 'Dharbinder S Bamrah' (lower right)
further signed, dated and inscribed (verso)
oil on panel
73 x 119cm (28 3/4 x 46 7/8in).

£600 - 900

97 AR

DAVID KELLY (BORN 1959)

Elephants by waterhole
signed and dated 'David Kelly / 92' (lower
right)
oil on canvas
66.5 x 92cm (26 3/16 x 36 1/4in).

£500 - 700

98 AR

**KIM DONALDSON (SOUTH AFRICAN,
BORN 1952)**

Elephants at dusk
signed 'Lim Donaldson' (lower right)
pastel
63 x 103cm (24 13/16 x 40 9/16in).

£800 - 1,200



97



98



99



100

99 AR

DHARBINDER SINGH BAMRAH (BRITISH, BORN 1965)

Zebra Drinking at a Waterhole
 signed 'Dharbinder S Bamrah' (lower left)
 oil on canvas
 59 x 110cm (23 1/4 x 43 5/16in).

£1,000 - 1,500

100 AR

TONY KARPINSKI (BRITISH, BORN 1965)

Timber wolves
 signed 'Tony Karpinski' (verso)
 oil on panel
 40 x 90cm (15 3/4 x 35 7/16in).

£1,500 - 2,000



101

101 AR

DAVID SHEPHERD O.B.E. (BRITISH, BORN 1931)

In the Heat of the Day
signed and dated 'David Shepherd / 91'
(lower right)
oil on canvas
22 x 38cm (8 11/16 x 14 15/16in).

£3,000 - 5,000

102 AR

DAVID SHEPHERD O.B.E. (BRITISH, BORN 1931)

Tiger
signed and dated 'David Shepherd / 91'
(lower right)
oil on canvas
22 x 32cm (8 11/16 x 12 5/8in).

£4,000 - 6,000

103 AR

DHARBINDER SINGH BAMRAH (BRITISH, BORN 1965)

Rhino
signed 'Dharbinder Singh Bamrah' (lower right)
oil on canvas
39 x 49.5cm (15 3/8 x 19 1/2in).

£700 - 1,000

Provenance

With The Osborne Studio Gallery

104 AR

ROLAND GREEN (BRITISH, 1896-1972)

Peregrine Falcon
signed and dated 'Rowland Green / 1914'
(lower left)
watercolour with heightening
24 x 15cm (9 7/16 x 5 7/8in).

£200 - 300



102



103

**WORKS OF ART, SILVER
AND JEWELLERY**

Lots 105 - 124





105

105 AR

JULIET CURSHAM (BRITISH, BORN 1960)

Best Mate - Jim Culloty

Signed with title and 'Julian Cursham, 2004, 5/9', Modelled jumping, bronze with dark brown patina 32cm wide, 9.5cm deep, 33cm high (12 1/2in wide, 3 1/2in deep, 12 1/2in high)

£2,000 - 3,000

Best Mate, by *Un Desperado* and out of *Katday*, foaled in 1995. Bred by Jacques Van't Hart, owned by Jim Lewis and trained by Henrietta Knight.

Won the Cheltenham Gold Cup in 2002, 2003 & 2004 to match the record of *Arkle*, he never fell at a fence or hurdle and out of 22 starts came first in 14.

106

ANTOINE-LOUIS BARYE (FRENCH, 1795-1875)

Young Elephant

Signed 'BARYE', bronze with dark patina, together with a baize covered oval wooden plinth, 17cm wide, 6.5cm deep, 13.5cm high (6 1/2in wide, 2 1/2in deep, 5in high) 15cm

£700 - 1,000

Provenance

Purchased from "Les Animaliers" Exhibition at Mallett at Bourdon House Ltd, London, 3rd December 1962.



106



107

107

ANTOINE-LOUIS BARYE (FRENCH, 1795-1875)

Jaguar dévorant un lièvre (Jaguar devouring a hare)

Signed 'A.L. BARYE.', bronze with dark-brown patina together with a baize covered oval wooden plinth, 34cm wide, 15cm deep, 13.5cm high (13in wide, 5 1/2in deep, 5in high)

£1,000 - 1,500

Provenance

Purchased from "Les Animaliers" Exhibition at Mallett at Bourdon House Ltd, London, 3rd December 1962.

108 AR

ROBERT CLATWORTHY RA (BRITISH, 1928-2015)

Bull IV, 1953

Signed 'R.C.', and numbered 2/6, bronze, with dark brown patina, from an edition of 6, 35cm wide, 20cm deep, 20.5cm high (13 1/2in wide, 7 1/2in deep, 8in high) 17cm high

£1,500 - 2,000

Provenance

Purchased from The Piccadilly Gallery, London, 19th September 1963.



108



109

109

SAMUEL HOWITT (NOTTINGHAMSHIRE 1756-1822 LONDON)

A set of 14 watercolour painted hunt buttons depicting game animals. Contained within an oval glazed case, each button 2.8cm (1in) diameter

£3,000 - 5,000

Provenance

Walter Fawkes (1769-1825), Farnley Hall, Yorkshire, thence by descent. The buttons were commissioned for his keeper's coat c.1800.

Fawkes was a renowned collector of natural history and a close friend of J.M.W. Turner, he entertained Howitt and Turner at Farnley Hall and they accompanied him on specimen collecting expeditions on the estate. He is renowned in ornithological circles for the five volume album he compiled entitled *Ornithological Collection* which contained plumage specimens and was illustrated with watercolours by several artists including both Howitt and Turner (Private collection; Leeds Art Gallery; Ashmolean Museum, Oxford; Tate collection). Fawkes's passion for natural history took further practical form in his introducing zebra, wild hogs, and deer onto the estate, and culminated in his writing a four-volume *Synopsis of Natural History* (1823) (ODNB). Fawkes owned a collection of Howitt's works, this was broken up in later years, but it is assumed that the collection of 71 Howitt watercolours now held in the Rothschild's Library at the British Natural History Museum, Tring, Hertfordshire were part of Fawkes' collection.



110

110

**A 19TH CENTURY AUSTRALIAN CARVED AND MOUNTED EMU
EGG INTAGLIO**

Carved depicting a mounted huntsman in pursuit of Emu, mounted on
a turned plinth and finial, displayed within a glass dome, *egg & plinth*
26cm (10in) high, dome 43cm (16 1/2in) high

£1,000 - 1,500



110 (detail)



111

111
A CONTINENTAL SILVER ARTICULATED FISH SNUFF BOX
1899 with import makers for London
 Of larger size, with hinged head set with red glass eyes, *28cm long (11in long)*.

£500 - 700

112
AN ENAMEL AND DIAMOND STICK PIN
 Surmounted by a partridge, the body set throughout with rose-cut diamond accents, the head enamelled, *cased 6cm long (2 1/2in long)*

£250 - 300

113 ≈
A GEM-SET STICK PIN
 Surmounted by a clover, set with a circular-cut ruby, sapphire and round brilliant-cut diamond, *cased 5.5cm long (2in long)*

£250 - 350

114
A SILVER PLATE MOUNTED HORSES HOOF INKWELL
 The plain mount with hinged cover engraved 'Bluebell Aged 27, *11cm high (4in high)*

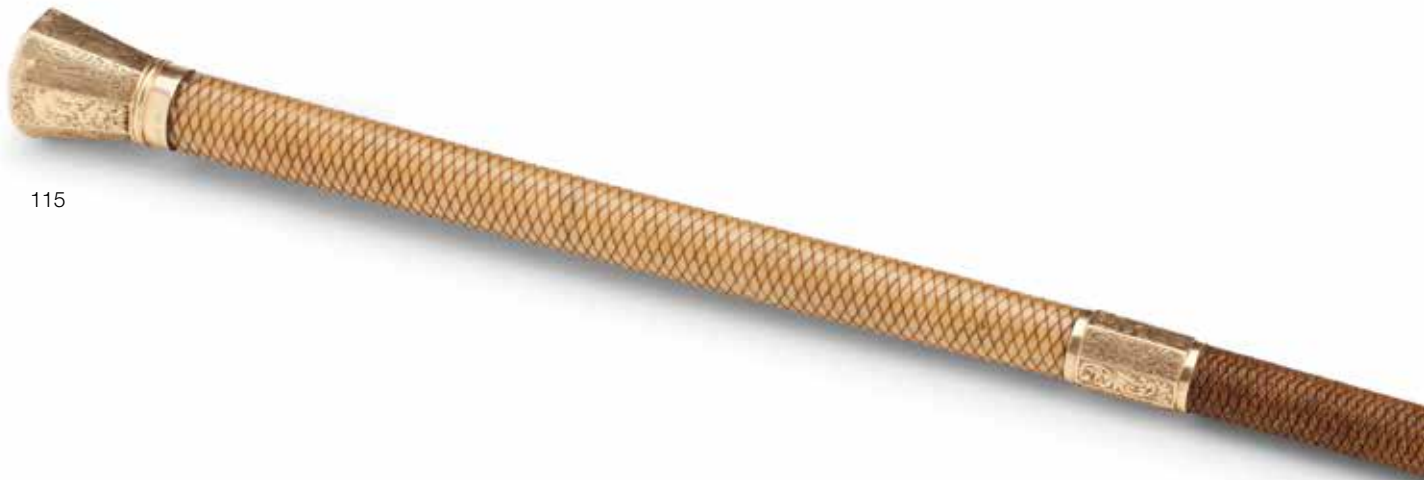
£150 - 200



112



113



115

115
AN EARLY 19TH CENTURY GILT METAL MOUNTED RIDING CROP

By Thorn, 185 Regent Street, London

With an octagonal faceted knob incorporating hunting scenes, the top with entwined initials and coronet above surrounded by a jockey's cap, fox brush and hunting horn within scroll engraving, baleen braided handle and thread braided shaft, *87cm long (34in long)*

£300 - 500

116
A CASED SET OF 6 PAIRS OF 19TH CENTURY COCK FIGHTING SPURS

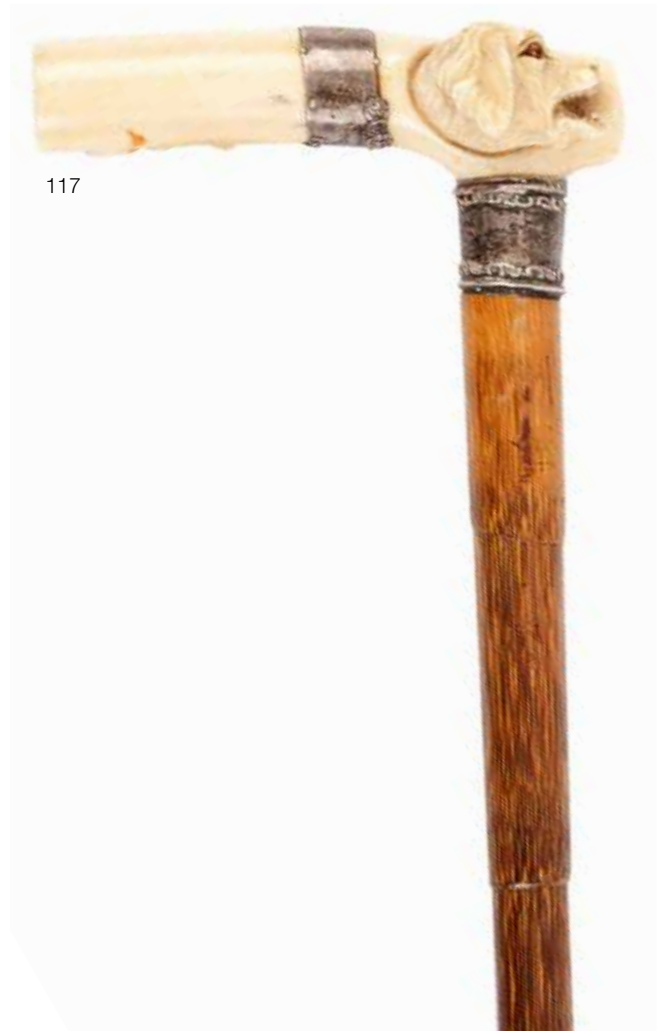
Comprising twelve individual white metal spurs, some stamped with the initials 'HG', mounted on leather bindings, cased in a mahogany box with inlaid white metal plaque to the lid, engraved with fighting cocks, *box 11cm deep, 6.5cm high (6 1/2in wide, 4in deep, 2 1/2in high)*

£800 - 1,000

117 Y Φ
A HARE AND HOUND CARVED IVORY AND UNMARKED SILVER MOUNTED WALKING STICK

The handle carved with a Hare and Hound, silver band engraved 'C. KITSON', silver collar with floral scrolls, on a cane shaft with brass ferrule, *length 85cm (33in)*

£300 - 400



117



120



118

118

A 19TH CENTURY MAHOGANY WHIP AND BOOT STAND

The top with turned hooks above a shaped boot rest, raised on square section trestle supports and downswept legs, 91.5cm wide, 30cm deep, 114.5cm high (36in wide, 11 1/2in deep, 45in high).

£400 - 600

119

OF HUNTING INTEREST

A bowler hat, by Walter Barnard, Jermyn Street, London, with a leather travelling case; A pair of brown leather hunting boots with wooden trees; A hunting sandwich box with leather case; A wooden folding book jack; A folding shooting stick with canvas seat and a 4oz hip flask (6)

£200 - 300

120 Y Φ

A SILVER MOUNTED IVORY DEER HOOF PAGE TURNER

by Deakin & Francis, Birmingham 1911

The hoof with plain silver collar bearing inscription for 1911, 46cm long (18in long)

£200 - 300

The inscription reads 'Devon & Somerset Haddon 30th September 1911 F.A.F.'



121

121

OF STALKING INTEREST, A FOUR PANEL FOLDING SCREEN

The painted screen depicting a highland stalking scene, *244cm wide, 2.5cm deep, 210cm high (96in wide, 0 1/2in deep, 82 1/2in high)*

£600 - 800

122

A CASED LEATHER BOUND THREE DRAW TELESCOPE

By J. H. Steward, 206 & 257 Strand, 7 Gracechurch Street, London
Together with a 'Stanley Ferrostat' thermos in a leather case, *the telescope extended 77cm (30in)*

£200 - 300



123

123

A FINE PAIR OF IMPERIAL RED DEER ANTLERS, [CERVUS ELAPHUS S.P.]

15 points, right antler 95cm, left antler 87cm, tip to tip 84cm, width 87cm, mounted on a wooden shield

£500 - 700

124 Y

A GROUP OF ANIMAL HORNS

Cape Buffalo [Syncerus Caffer] right horn 62cm, left horn 67cm, tip to tip 83cm, width 88cm

Two Blesbok, also known as Blesbuck [Damaliscus Pygargus Phillips]

#1 right horn 29cm, left horn 30cm, tip to tip 8cm, width 18cm

#2 right horn 34cm, left horn 35cm, tip to tip 13cm, width 18cm

Together with a pair of Hippopotamus [Hippopotamus Amphibius] tusks mounted on a wooden board, 30cm wide, 24cm high, 46cm high (4)

£600 - 800



124

FISHING

Lots 125 - 168





125

125

A HALF-BLOCK MODEL OF A 42LB SALMON BY JOHN & DHUIE TULLY, FOCHABERS

Naturalistically painted and in the Tully classic style, mounted on a board inscribed "42lbs, Cock Salmon, killed by Major R. Pennefather, on top waters of Wye, Doldowlod", 141cm wide, 45cm high (55 1/2in wide, 17 1/2in high)

£4,000 - 6,000

126

A 19TH CENTURY PAINTED PIKE TROPHY PANEL

Naturalistic depicted on an oak board inscribed: "Caught Oct 21st 1890, by John Swainson, on Esthwaite Lake, Weighted 18 1/2lbs", and further inscribed with a description of the day's events, 102cm wide, (40in wide)

£400 - 600



126



127

127
A SCOTTISH MOUNTED PIKE IN A BOWFRONTED CASE, BY W. B. GRIGGS FOR COOPER (NO LABEL)

Inscribed to plaque, 'Pike 23lbs 6ozs, Caught by C. Mawdsley, River Dee Scotland, 22nd June 1958', mounted in a naturalistic river-bed setting, the bowed glass with gilt edging, 129cm wide, (50 1/2in wide)

£1,800 - 2,500

128
AN EARLY 19TH CENTURY LEATHER POTBELLIED CREEL

Black painted with brass clasp; a Victorian bentwood and scumble decorated creel with compartment to underside of lid; and a kidney-shaped unusual cut bamboo creel with wooden hinged top, (3)

£700 - 1,000



128



129

129

A FRAMED DISPLAY OF 25 TRADITIONAL SALMON FLIES

By R. J. Kyle

Gut eyed contemporary hooks, all fully dressed Scottish and Highland salmon river flies including 'The Nevis', 'The Smith', 'The Fairy Queen', 'The Red Drummond', 'The Dusty Miller' and others, mounted in a frame, 62.5cm wide, 52cm high (24 1/2in wide, 20 1/2in high)

£800 - 1,200

130

A SILVER FISHING LURE AND PAPER KNIFE IN THE FORM OF A CLAYMORE

The lure Edinburgh 1979, by retailed by JF Inverness

In the form of a fish, the paper knife with Celtic knot-work detail, by RA, Glasgow 1959, (2)

£150 - 200

131

A LARGE FOLIO ALBUM OF SALMON FLIES

All fully dressed, mostly gut and also metal eyed and up to 8/0 in size, approximately 300

£500 - 700



131



132

132
THREE FRAMED DISPLAYS OF SALMON FLIES

Up to 7/0, gut and metal eyed and includes some doubles, all in maple frames, *the largest 37cm high, 45cm wide (14 1/2in high, 17 1/2in wide)* (3)

£400 - 600

134
A FISH DECORATED BUTTER OR PÂTÉ DISH

The plated handle formed as two fish, on a moulded cover, floral pottery bowl on a plated stand with scallop shell corners, *20cm wide, (7 1/2in wide)*

£250 - 350

133
A SELECTION OF ASSORTED FISHING TACKLE

Comprising six different Lamiglas rods; eight further rods for coarse, game, and sea fishing; 13 various spinning, fly and coarse reels; two line winders; a wooden handled gaff; fly fishing equipment and further items, (large quantity)

£400 - 600



134



135

135

A HARDY “THE PERFECT” 4IN. BRASS REEL

1896 check with ivory handle, three marks, rim-tension adjuster, dished drum with large and small perforations, foot pierced five times, brass ball-bearings in open ball race (some missing), retaining some of the original bronze finish and with a Hardy block leather case

£3,000 - 4,000

136

FOUR HARDY THE “PERFECT” ALLOY REELS

A 4¼in. Duplicated Mark II Salmon reel with line guard and smooth brass foot; a 3¾in. Duplicated Mark II reel with line guard and smooth foot; a 3⅝in. Duplicated Mark II contracted reel with grooved foot and a 3⅜in. 1905 check contracted reel with strapped rim tension adjuster, ivory handle and engraved with owners name and date 1907, (4)

£500 - 700

137

TWO HARDY THE “PERFECT” ALLOY REELS

Both duplicated Mark II, 3⅝in., narrow drum, grooved brass feet; a Hardy The “Crown Houghton” Palakona, 3-pce, 10ft. 6in., rod with aluminium tip tube, No. E19172; a Hardy The “Fairchild” Palakona, 3-pce, 8ft., rod with tube, No. E18057; a Hardy The “Marquis” #4 reel, with reel case; a Hardy folding landing net; a Farlow ‘Sextile’ line dryer; three fly boxes and a quantity of flies; a Hardy tackle bag and a selection of other tackle, lures, boxes, an Alexander Henry Fishing Tackle catalogue, 31st Edition, etc., (qty)

£500 - 700

138

FIVE HARDY THE “PERFECT” POST-WAR SALMON REELS

Three 3¾in. and two 4in., all similar and three with grooved brass feet, three with line guards, (5)

£500 - 700



138



139



142

139

A HARDY "THE PERFECT" 3 3/8 IN. ALLOY REEL

1896 check, contracted, ivorine handle, straight-line and oval logos, brass foot, the drum with four cusps together with Percy Wadham's 3 1/2 in. brass and ebonite reel with twin handles, (2)

£500 - 700

140

A HARDY THE "MARQUIS" SALMON NO.2 REEL

With spare spool; two "St. Aidan" reels and three spare spools; two Hardy "Elarex" multiplier reels, both boxed and three Abu Ambassadeur multiplier reels, 6000c, 6500c and 6500 CS Rocket, (8)

£400 - 600

141

FIVE HARDY ALLOY REELS

A "St. George" 3 3/4 in. reel with smooth brass foot, agate line guard (cracked); the "Silex" 4 in. reel with twin ivorine handles; a "Silex" No.2 4 in. reel with cut-away rim and ivorine handles; a "Uniqua" 2 7/8 in. reel with ivorine handle and horseshoe drum release latch and a "Sunbeam" 3 in. Duplicated Mark II reel with xylonite handle, (5)

£300 - 500

142

A HARDY THE "PERFECT" 125TH ANNIVERSARY LIMITED EDITION FLY REEL WITH BLOCK LEATHER CASE

Number 31 of 1000 made in 1997 by I. W. Evans as a replica of the 1890's reel, with certificate and cardboard box (in unused condition).

£300 - 500

143

TWO HARDY REELS

"Marquis" Salmon No.2 and "St. Aidan", both with two spare spools and Hardy cases; a Daiwa "Whisker Fly", 16ft., 3-pce rod; two Lamiglas Graphite fly rods, 10ft. 6in. and 9ft.; a Hardy "Victor" 12 ft. sea rod and a Shimano spinning reel, (7)

£300 - 400



141



144

144

A HARDY BRASS "BIRMINGHAM" 3¼IN. REEL

Retaining most of its original bronzed finish, rod-in-hand and enclosed oval logos; a Hardy The "Conquest" centre-pin reel; a Hardy The "Elarex" multiplier and a Farlow Patent Level 4in. alloy reel, (4)

£500 - 700

145

TWO HARDY THE "ELAREX" MULTIPLIER REELS

Two Hardy "The Altex" spinning reels, No.3 Mark V and No.2 Mark IIII; two Hardy The "Viscount" 150 reels and a Hardy The "Flyweight" trout reel, (7)

£200 - 300

146

A HARDY THE "FILEY" REEL

Alloy and later black painted twin tapered handles together with a J. E. Miller, The "Chippendale" multiplier casting reel with wooden spool, (2)

£500 - 700

147

THREE HARDY ALL BRASS BIRMINGHAM PLATE WIND REELS

4in., 3¾in., and 2½in. all with oval enclosed and rod-in-hand logos, ebony handles and one engraved with owners name, (3)

£300 - 400



147



148



151

148

A HARDY THE "JOCK SCOTT" MULTIPLIER REEL

Stamped 'The H. J. S. Brit Pat No. 486135', black finish with grooved chrome foot.

£400 - 600

149

A COLLECTION OF VARIOUS REELS

A J. B. Moscrop's patent 4½ in. brass salmon reel with original black finish; a J. J. Walker Bampton St. George-style 4in. alloy reel; two early Allcock brass trout reels, one with crank arm; an R. Moore, Liverpool alloy reel; two all brass reels and five further reels, (12)

£250 - 300

150

TWO FARLOW ALL BRASS SALMON REELS

A "Patent Lever" No.1336 4¼in. reel with black handle and a 4½in. plate-wind reel, both retaining most of their original bronzed finish; a Farlow perfect-style 4¼in. alloy reel with 'Holdfast' logo and a Farlow "Python" 4in. reel, (4)

£250 - 350

151

A HARDY THE "CASCAPEDIA" BRUNSWICK 1/0 LIMITED EDITION MULTIPLIER REEL

Number 31 of 500 made by John Shiel, with black block leather case, certificate and cardboard box (in unused condition).

£300 - 500

152

A WRIGHT, EDINBURGH 4¼IN. BRASS REEL

The plate wind with ebony handle; an Eaton & Deller 3½in. brass reel, with crank winding arm and raised check housing; a Jones, Jermyn St., 4½in. brass plate wind reel; a Bambridge, Eton, brass-faced trout reel with ebonite back and nickel rims; a small winch with crank arm and a telescopic gaff with wooden handle, (6)

£500 - 700

153

THREE P. D. MALLOCH, PERTH, BRASS REELS

Two 4in. side-winders and a 4in. plate-wind reel retaining most of its original bronzed finish; two Robertson, Glasgow, 4¼in. brass reels with ebony handles and one with bronzed finish, (5)

£300 - 400

154

SEVEN SCOTTISH REELS

A J. S. Sharpe "Scottie" 4in. alloy perfect-style reel; a Sharpe silex-style 3½in. Dingley reel; an Alex Martin "Caledonia" 4in. reel; a Forrest, The "Waverley" 3in. reel in the uniuqa style and another similar by Playfair and two further reels marked for Anderson, Edinburgh and Sharpe, (7)

£250 - 350



155

155
A HARDY THE “SMUGGLER” 4-PCE ROD
 8ft., #6; a Hardy The “Featherweight” fly reel with spare spool, both cased and a fly box with trout flies, (3)

£250 - 350

156
A HARDY THE “TOURNAMENT” PALAKONA ROD
 3-pce, 10ft. 6in., No. 66198; a Horrocks-Ibbotson, Utica N.Y., 3-pce, 9ft., split cane rod with chrome reel seat; a Hardy LRH Spinning 2-pce split cane rod; a Hardy “Richard Walker Reservoir” Superlite 9 ft., 3in., rod and a reel and two Sharpes spliced cane “The Scottie” 3-pce salmon rods with spare tips, (6)

£500 - 700

157
A HARDY THE “DAVY” PALAKONA ROD
 3-pce, 8ft. 9in., spare tip No. E48417; a JJS Walker Bampton, The “Lennox”, 3-pce, 9ft. 6in., split cane rod with spare tip and bamboo tip tube; a collection of further rods including a mottled bamboo 3-pce rod with spare tip, a Hardy The “No.2 AHE Wood” Palakona rod and five others and eight reels, three brass and five by J. W. Young, (17)

£250 - 350

158
A HARDY THE “PERFECTION” PALAKONA FLY ROD
 2-pce, 9ft. with spare tip (reduced); two J. S. Sharpe Scottie spliced impregnated cane rods, 10ft. and 13ft.; a Scottie spinning rod; and six further various cane fishing rods, (10)

£200 - 300

159
A LATE 19TH CENTURY HARDY TRAVELLING SET
 Comprising: a rare 3-pce, 10ft., split cane rod with two-tone cedar handle, brass reel seat, spare tip, screw spike, No. 3871; an all brass Birmingham 2¼in plate-wind reel retaining most of its original bronzed finish and ebony handle; an early “Royde” style folding landing net with bamboo handle, all contained in a pine box stamped ‘Hardy Brothers, Alnwick’, (4)

£600 - 800



162



159

160

A COLLECTION OF ASSORTED RODS TOGETHER WITH A HARDY LEATHER ROD TUBE

Includes a Farlow greenheart trout rod with bamboo tip tube, a Hardy bamboo rod tube, an Anderson, The "Dunkeld" green heart salmon rod and other greenheart cane rods (large quantity)

£300 - 500

161

A C. FARLOW 3-PCE SPLIT CANE 10FT. 6IN. FLY ROD

With 'Holdfast' logo, spare tip and bamboo tip tube; a further similar rod; two folding landing nets; two gaffs with bamboo shafts and a further bamboo tip tube, (7)

£200 - 300

Provenance

The Williams family at Glenquoich, thence by descent.

162

A HARDY THE "HARDY SOVEREIGN SALMON FLY" 16FT. FLY ROD

Graphite, 4-pce, #10/11; a Hardy The "Sovereign" 11/12 gilt reel; a wading stick; a tailer by Hardy and two leather wallets containing a number of salmon flies, (6)

£300 - 500

163

A SAGE RPLXI 9FT. TROUT FLY ROD

3-pce, 890-3, Graphite III, #8, 4 1/8oz with tube; an Alltmor "Spey" 15 ft., 3-pce Salmon rod, AMF 15010-3, #9-11, with leather rod tube and an Abel "Super 14", 5in. reel, No.657, (3)

£300 - 500

164

A SAGE "GRAPHITE" III B 3-PCE 15FT. ROD

10150-3, (seldom used); a Sue Burgess "Diamondback", 3-pce, 10ft. 6in. fly rod; a Hardy "Fibalite", 8ft. spinning rod; a Hardy "Marquis" Salmon No.2 reel and spare spool both with black cases; a Hardy The "St. Aidan" reel and spare spool with black cases; four fly boxes; a wading stick and landing net, (11)

£300 - 500

165

A SAGE GFL 14FT. FLY ROD

3-pce, Graphite III 9140-3, #9, 8 1/2oz, with tube; a Sage GFL 9ft. 2-pce trout rod, Graphite III, 1096RPL-X, #10, 3 7/8oz, with tube; a Sage Graphite III, 8ft. 9in., 3-pce spinning rod, 1489-3 RPL-X, #14/15, 8 1/2oz, with tube and an Abel "Super 12" 4 1/2in. fly reel No.5763 with spare spool, (4)

£500 - 700

166

A SAGE GFL 14FT. FLY ROD

3-pce, Graphite III 9140-3, DS GFL, #9, 8 1/2oz with tube; a Sage RPL 9ft. 6in. trout rod, 4-pce, 896-4 Graphite III, #8, 4 3/4oz with tube; a Sage RPL-X; 8ft. 9in. spinning reel, 1489-3 Graphite III, #14, 7 13/16oz, with tube and a Tibor "Billy Pate" "Marlin" 4 1/2in. reel by Ted Juracsik, A658, (4)

£500 - 700

167

A REACTION 'GUIDELINE' 14FT. 8IN. ROD

4-pce, #10-11 with tube and a Tibor "Billy Plate" "Marlin" 4 1/2in. reel by Ted Juracsik, A160, (2)

£250 - 350

168

A DAVID NORWICH "STOWAWAY" M400-XL ROD

4-pce, 9ft. 6in. #6/8, No.2027 with aluminium tube (seldom used condition); a Sue Burgess 2-pce, 9ft. #5/6 rod; a Bruce and Walker Hexagraph Salmon 3-pce, 13 ft. #7/10 rod; a graphite 11ft. 6in. 3-pce rod; a J. S. Sharpe The "Scottie" 3-pce, 10ft. rod; two further rods, a folding landing net and a quantity of fly tying equipment (qty)

£250 - 350

END OF SALE

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

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

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

U.S.A
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American Paintings

Kayla Carlsen
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Antiquities

Madeleine Perridge
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Antique Arms & Armour

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

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Art Nouveau & Decorative Art & Design

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Mark Oliver
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U.S.A
Frank Maraschiello
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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AUSTRALIA
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Clocks

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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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U.S.A
Catherine Williamson
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European Ceramics

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U.S.A
Peter Scott
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Furniture & Works of Art

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Nicholas Faulkner
+44 20 8963 2845
U.S.A
Andrew Jones
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Greek Art

Olympia Pappa
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Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
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Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
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U.S.A
Mark Rasmussen
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Islamic & Indian Art

Oliver White
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Japanese Art

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Suzannah Yip
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U.S.A
Jeff Olson
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Jewellery

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U.S.A
Susan Abeles
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HONG KONG
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Marine Art

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U.S.A
Gregg Dietrich
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Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern Design

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Motor Cars

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Automobilia

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Adrian Pipiros
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Motorcycles

Ben Walker
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Native American Art

Ingmars Lindbergs
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Natural History

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Old Master Pictures

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U.S.A
Mark Fisher
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Orientalist Art

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Photography

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Scientific Instruments

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Silver & Gold Boxes

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South African Art

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Sporting Guns

Patrick Hawes
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Travel Pictures

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Urban Art

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