# THE DAEDALUS COLLECTION OF ANTIQUE & MODERN FIREARMS

Thursday 1 December 2016 Knightsbridge, London

# Bonhams

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Thursday 1 December 2016 at 3pm Knightsbridge, London

#### BONHAMS

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SALE NUMBER

#### CATALOGUE £20

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

Please see back of catalogue for important notice to bidders

#### ILLUSTRATIONS

Front cover: Lots 16 & 140 Back cover: Clockwise lots 86, 101, 98, 94, 26, 100, 105, 99, 102, 93, 99 & 101 Inside front cover: Lots 44, 45, 50 & 17 Inside back cover: Lot 141

#### IMPORTANT INFORMATION

It is the buyers responsibility to satisfy themselves that the lot being purchased may be imported into the country of destination.

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

Please contact the Arms & Armour Department for further information.





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#### IMPORTANT NOTICE

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

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

<sup>†</sup> VAT 20% on hammer price and buyer's premium

\* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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

#### COLLECTION & AFTER SALE STORAGE INFORMATION – THE DAEDALUS COLLECTION OF ANITQUE & MODERN FIREARMS 23901

All sold lots from the above sales will remain in the collections department and Modern Sporting Guns department at Knightsbridge until 5.30pm Thursday 5 January 2017 without charge. Sold lots not collected by this time will be subject to storage charges.

#### STORAGE AND HANDLING CHARGES

#### Storage

Storage will be free of charge for the first 14 calendar days following the sale. Charges will commence at the start of business on Thursday 5 January 2017.

After the storage-free period the following charges apply: £4.00 +VAT per week day for small lots requiring one man to handle.

£8.00+VAT per week day for normal lots requiring up to two men to handle.

 $\pounds15.00\text{+}\text{VAT}$  per week day for oversized lots requiring more than two men or mechanical handling.

#### Payment at time of collection by:

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

Please note that Bonhams will be Closed from 5.30pm Friday 23 December 2016 until 9am Tuesday 3 January 2017.

#### **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 buyer unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from our modern firearms specialist, Patrick Hawes. All prospective buyers are advised to consult the lists of bore and wallthickness measurements posted in the saleroom. Potential buyers 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.

#### 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.

#### Firearms Act 1968 as amended

Bonhams are constantly reviewing procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, we are required to see, as appropriate, your original registered firearms dealer's certificate / firearms certificate / shot gun 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, we request that you pay a deposit of 95% of the total invoice now and the balance of 5% when presenting your valid certificate or licence.

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.

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

#### **Licensing Requirements**

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

Lots marked `S58´ and bearing yellow labels are obsolete calibres and are sold only as a curiosity or ornament and no certificate is required unless ammunition is held. They are offered as exempt items under Section 58 (2) of the Firearms act 1968 (as amended).

#### Unmarked lots require no licence.

For buyers resident in the USA please note that firearms made before 1.1.1899 are not federally classed as "firearms" [ Ch. 18 U.S. Code, para 921 - Definitions: (a) (16) ] and do not require a Form 6 authority for importation into the USA. See below:

(16) The term "antique firearm" means -

(A) Any firearm (including any firearm with a matchlock, flintlock, percussion cap, or similar type of ignition system) manufactured in or before 1898; or

(B) any replica of any firearm described in subparagraph (A) if such replica-

(i) is not designed or redesigned for using rimfire or conventionatl centerfire fixed ammunition, or

(ii) uses rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade; or

(C) any muzzle loading rifle, muzzle loading shotgun, or muzzle loading pistol, which is designed to use black powder, or a black poweder substitute, and which cannot use fixed ammunition. For purposes of this subparagraph, the term "antique firearm" shall not include any weapon which incorporates a firearms frame or receiver, any firearms which is converted into a muzzle loading weapon, or are any muzzle loading weapon which can be readily converted to fixed ammunition by replacing the barrel, bolt, breechlock, or any combination thereof.

Please note that there will be no collections until after the sale has ended.

#### THE DAEDALUS COLLECTION

#### THE PROPERTY OF GENTLEMAN

1 <sup>S58</sup>

#### A RARE 32-BORE PERCUSSION JACOB'S PATENT D.B. RIFLE BY SWINBURN & SON, NO. 708, DATED 1860

With re-browned barrels each rifled with four wide grooves and with bayonet-lug on the right towards the muzzle, re-browned twist rib with dovetailed fore-sight, folding leaf sights from '100' to '300' yards, and replacement folding adjustable long range sight from '400' to '900' yards, long plain tang, signed and dated back-action locks, figured half-stock (some bruising), steel mounts comprising butt-plate, hinged circular patch-box cover engraved 'Jacob's Rifles', trigger-guard with chequered spur, and barrel band securing the barrels, sling mounts with original leather sling (in poor condition), and characteristic steel ramrod, probably later (some wear and rust patination), London and Birmingham proof marks 23/¿in. barrels

£2,500 - 3,500 €2,800 - 3,900 US\$3,000 - 4,300

For information on Major John Jacob of the Scinde Irregular Horse and inventor of the Jacob's rifle, see Howard L. Blackmore, *British Military Firearms 1650-1850*, 1961, pp. 202-204, pl. 67 (1); and C.H. Roads, *The British Soldier's Firearm 1850-1864*, 1964, p. 43, pls. 42, 45-47

A display devoted to Jacobs can be seen at the Royal Armouries, Leeds





#### A 12-BORE FLINTLOCK MUSKET OF SERVICE TYPE LATE 18TH/EARLY 19TH CENTURY

Almost certainly reconverted from percussion, with round barrel, fore-sight also forming a bayonet-lug, grooved tang, lock (probably associated, filed off and now stamped 'B' over 1775), figured full stock painted in red '2-B.', brass mounts of regulation type (side-plate replaced), and steel ramrod (barrel, cock and steel pitted) 40½in. barrel

£300 - 450 €330 - 500 US\$370 - 550

3 <mark>S58</mark>

# A 10-BORE FLINTLOCK COMMERCIAL SERVICE MUSKET LATE 18TH/EARLY 19TH CENTURY

With russet barrel, fore-sight also forming a bayonet-lug, border engraved rounded lock with 'GR' crowned, swan neck cock, figured three-quarter stock (minor old bruising and split at the tang), brass mounts of regulation pattern including side-plate and ramrod-pipes of Eliott pattern, brass fore-end cap, sling loops, and steel ramrod, possibly original, Tower private proof marks *39in. barrel* 

£600 - 900 €660 - 1,000 US\$730 - 1,100

#### Provenance

Dr. Frank Miller Estate Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2244



#### A 16-BORE FLINTLOCK LIGHT DRAGOON SERVICE PISTOL BY D. EGG, LONDON, LATE 18TH/EARLY 19TH CENTURY

With russet barrel and tang, the former signed along the top of the breech, border engraved rounded lock (cock replaced) with 'GR' crowned and signed across the tail, figured full stock cut with an 'H' behind the side-plate and with apron (minor damage) around the barrel tang, regulation brass mounts, and later brass-tipped ramrod (barrel with light pitting), London proof marks *9in. barrel* 

£500 - 700 €550 - 770 US\$610 - 850

# 5 <mark>S58</mark>

#### A 16-BORE FLINTLOCK LIGHT DRAGOON SERVICE PISTOL BY BLAIR, LATE 18TH/EARLY 19TH CENTURY

With plain barrel and tang, border engraved rounded lock with 'GR' crowned and crowned broad arrow mark above the maker's initials beneath the pan, and signed across the tail, figured full stock with apron around the barrel tang, regulation brass mounts, and brass-tipped ramrod (barrel and lock with some light pitting), King's proof marks *91/in. barrel* 

£600 - 800 €660 - 880 US\$730 - 970

David Blair, a Birmingham maker, is recorded between 1786 and 1812





#### 6 TWO CIRCULAR PERCUSSION CAP DISPENSERS, AND A PAIR OF LEATHER SADDLE HOLSTERS MID-LATE 19TH CENTURY

The first each of white-metal, the threaded tops stamped 'Sykes' and 'S. Allport Improved' respectively within two circles of ropework and double lines, and each with integral ring for suspension; the second of brown leather, each holster (one with minor damage) with large flap secured by a strap and brass buckle, and each with tubular bronze mount at the base chased with two bands of laurel and with foliate terminal (3)

The first 2in. and 21/sin. diam.

£300 - 400 €330 - 440 US\$370 - 490

#### 7 <sup>S58</sup>

#### A CASED PAIR OF BOX-LOCK POCKET PISTOLS OF SMALL BORE AND FOR 'TOP-HAT' PERCUSSION CAPS SIGNED PIPER, GUILDFORD, MID-19TH CENTURY

With turn-off barrels, brass actions each signed within an oval against a martial trophy over both sides, thumbpiece safety-catches also locking the cap-retainers, the latter each with steel-shaped extension, folding triggers, figured rounded butts, and silver escutcheons: in a mahogany case now lined in green velvet with brass-mounted threeway powder-flask, combined barrel wrench and nipple-key, and steel bullet mould, Birmingham proof marks *1%in. barrels* 

£400 - 500 €440 - 550 US\$490 - 610

Henry Piper is recorded working in Quarry Street between 1823 and 1826, and at 118 High Street between 1831 and 1845



#### A 50-BORE PERCUSSION D.B. BOX-LOCK PISTOL BY WILSON & CO., LIVERPOOL, MID-19TH CENTURY

With sighted octagonal barrels signed along the rib, foliate scroll engraved tang and action retaining traces of case-hardening, the former with back-sight, the latter with a safety-catch behind each foliate scroll engraved dolphin hammer, foliate scroll engraved triggerguard, finely chequered figured rounded butt, vacant silver escutcheon, and stirrup ramrod (some rust patination), Birmingham proof marks *3½in. barrels* 

£350 - 450 €390 - 500 US\$430 - 550

#### 9 <mark>S58</mark>

#### A PAIR OF 14-BORE PERCUSSION OFFICER'S BELT PISTOLS BY W. RICHARDS, LONDON, MID-19TH CENTURY

With browned twist sighted barrels each signed along the sighting flat, border engraved case-hardened breeches and tangs decorated with foliate scrollwork, the former each with pierced platinum plug, the latter each with back-sight, signed border engraved case-hardened flat locks decorated with foliate scrollwork, dolphin hammers en suite, engraved safety-catches, figured half-stocks with chequered rounded butts, blued steel trigger-guards each decorated en suite with the locks on the bow, blued steel belt hooks, vacant white-metal escutcheons, stirrup ramrods, and nearly all their original finish, Birmingham proof marks (2) 51/*iin. barrels* 

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





#### 10 S58

#### A LIÈGE 5MM PIN-FIRE SIX-SHOT POCKET REVOLVER OF SMALL BORE, AND A SPANISH 12MM PIN-FIRE SIX-SHOT REVOLVER THE FIRST LATE 19TH CENTURY, THE SECOND NO. N3212,

# THE FIRST LATE 19TH CENTURY, THE SECOND NO. N3212, DATED 1869

The first with blued octagonal sighted barrel, blued foliate engraved cylinder and border engraved frame, hinged loading-gate, sprung cartridge extracting-rod, folding trigger, figured rounded grips, and some original blueing turning russet in places, Liège proof: in a soft leather holster, the inside of the flap inscribed in ink 'S/Lt(A) Evan David. DFC. RN. Porthcawl. Obit. 26/2/41 Dad.'; the second with round barrel (fore-sight missing), frame dated on one side and stamped 'Oviedo', trigger-guard, angled butt with lanyard ring, and rounded wooden grips (in poor condition, action defective, pitted overall) (2)

3¼in. and 6in. barrels

£150 - 200 €170 - 220 US\$180 - 240

#### 11 S58

#### A CASED 100-BORE PERCUSSION SIX-SHOT PEPPERBOX REVOLVER WITH DETACHABLE BAYONET MID-19TH CENTURY

With fluted case-hardened barrels engraved with foliage at the muzzles, rounded case-hardened action and butt engraved with scrolling foliage, bar-hammer en suite and decorated with guilloche along the top, nipple-shield with knurled edge, border engraved blued trigger-guard decorated with foliate scrollwork, chequered figured rounded grips, and most of its original finish: in original fitted mahogany case lined in plum velvet (minor damage) with blued threaded bayonet of fluted sharply tapering triangular section, and accessories including Dixon & Sons brass-mounted powder-flask, and steel bullet mould, Birmingham proof marks *3in. barrels* 

£800 - 1,000 €880 - 1,100 US\$970 - 1,200

#### A BRASS-BARRELLED FLINTLOCK BLUNDERBUSS BY ARCHER, LATE 18TH CENTURY

With two-stage barrel turned and belled at the muzzle, octagonal breech engraved with a line of beadwork at the rear, and fitted with a spring bayonet above, tang with bayonet-catch, signed border engraved flat bevelled lock and cock with case-hardening, figured full stock with apron around the barrel tang, border engraved brass mounts comprising shaped side-plate and butt-plate both decorated with a foliate rocaille, cast and chased vacant escutcheon with a scallop shell above, trigger-guard with acorn finial and a flower-head on the bow, brass ramrod-pipes, and horn-tipped ramrod, probably original, with iron worm, London proof marks 14% in. barrel

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

The maker is probably Thomas Archer of Birmingham recorded between 1776 and 1807

#### A FLINTLOCK PISTOL OF CARBINE BORE SIGNED TWIGG, LONDON, CIRCA 1800

With re-browned octagonal sighted barrel engraved 'London' along the top flat at the breech, engraved tang with back-sight, signed border engraved flat bevelled lock decorated with a flower-head on the stepped tail, engraved safety-catch and cock (top jaw and screw replaced), and roller, figured full stock with chequered rounded butt, steel trigger-guard engraved with foliage on the bow and with Prince of Wales feathers finial, turned ramrod-pipes, and horn-tipped ramrod, London proof marks *9in. barrel* 

£500 - 700 €550 - 770 US\$610 - 850



#### A CASED PAIR OF FLINTLOCK BLUNDERBUSS-PISTOLS BY W. BOND, 59 LOMBARD ST.T, LONDON, CIRCA 1815-20

With three-stage brass barrels turned and belled at the muzzles, octagonal breeches each engraved with maker's address along the top flat, tangs each engraved with a martial trophy and foliage, signed border engraved flat bevelled locks each engraved with a starburst behind the semi-rainproof pan and with a globe and foliage in front of the stepped tail, engraved safety-catches and ring-neck cocks, and rollers, figured full stocks each with chequered rounded butt, border engraved brass mounts comprising trigger-guards each with pineapple finial and decorated with a Britannia shield and foliage on the bow, butt-caps with foliage centred on the retaining screw, slotted brass ramrod-pipes, vacant brass escutcheons, horn-tipped ramrods, one with iron worn, and in fine condition: in later lined and fitted mahogany case with some accessories including powder-flask, bullet mould and cleaning rod, the inside of the lid with reproduction maker's trade label, the exterior veneered with fine burr walnut panels within banded borders, London and Birmingham proof marks *6in. barrels* 

#### £3,500 - 4,500 €3,900 - 5,000 US\$4,300 - 5,500

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 15 & 16 March 2010, lot 2087

William Thomas 1 Bond is recorded at 59 Lombard Street between 1803 and 1836



#### A RARE .56 PERCUSSION COLT 1855 MODEL 'BRITISH' FIVE-SHOT REVOLVING CARBINE NO. 12014, CIRCA 1856-64

With blued sighted barrel rifled with six grooves, part octagonal breech with dovetailed folding leaf-sights from '100' to '200' yards, blued fluted cylinder stamped 'Col. Colt Hartford Ct. U.S.A.' in the sighting groove and 'Colt's Patent' above the disc-pawl, case-hardened sidehammer and rammer, the latter with sprung catch, brass trigger-guard and recurved butt-plate, figured butt, saddle-ring, matching numbers, and virtually all its old re-blued and case-hardened finish, London proof marks

21in. barrel

£3,500 - 4,500 €3,900 - 5,000 US\$4,300 - 5,500

#### Provenance

James D. Julia Inc., Fairfield, Maine, 6 & 7 October 2009, lot 2285

One of only about 2000 purchased by the British Government





#### A FINE AND VERY RARE .36 PERCUSSION COLT 1855 MODEL (FIRST MODEL) SIDE-HAMMER SIX-SHOT REVOLVING SPORTING RIFLE NO. 377, CIRCA 1856-59

With blued sighted barrel rifled with seven grooves, blued octagonal

breech stamped with Hartford address in old English script, grooved top-strap with pivoting adjustable back-sight, serial numbered cylinder roll engraved with a hunter firing at four fleeing deer in a landscape, blued serial numbered frame with sprung oiler on the left side, casehardened hammer and rammer, the latter with sprung ball catch, serial numbered trigger-guard with characteristic spurs, curved serial numbered butt-plate, threaded steel ramrod mounted on the left side of the frame and muzzle, varnished figured butt (minor bruising), matching numbers, and most of its original finish 27in. barrel

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

Provenance

James D. Julia, Inc., Fairfield, Maine, 15 & 16 March 2010, lot 2087

One of only about 1000 thought to have been produced with barrel lengths of 21in., 24in. and 27in.



#### A VERY RARE .44 PERCUSSION COLT PATERSON IMPROVED SECOND MODEL RING-LEVER EIGHT-SHOT REVOLVING RIFLE NO. 304, THE BARREL NO. 339, CIRCA 1838-41

With re-browned octagonal sighted barrel rifled with eleven grooves and stamped 'Patent Arms M'g. Co. Paterson, N.J.-Colt's Pt.' between comet marks along the top flat at the breech, white-metal fore-sight and dovetailed reblued back-sight with stepped elevator, hinged loading-lever with blued spring catch and mounted on the right side above the barrel-wedge, cylinder with rounded shoulders and roll engraved between turned rings with three horsemen pursuing and a centaur firing at a deer, all in a landscape involving a building, frame and ring-lever retaining some blueing (action defective), the former with long tang above and below the grip, the lower one with characteristic scroll, lightly figured butt with grooved cheek-piece, and curved buttplate with faceted heel (some areas of old pitting) *321/zin. barrel* 

#### £10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2248

One of only 200 made





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#### A .41 RIM-FIRE COLT 'THUER' THIRD MODEL DERINGER NO. 1264, CIRCA 1870-1912

With blued sighted barrel engraved '-Colt-' and pivoting to the right for loading, silvered action with trigger spur and bird's head butt in one piece, case-hardened hammer, blued trigger, figured rounded grips, and retaining most of its original finish (blueing mottled on the barrel) 21/2in. barrel

£400 - 500 €440 - 550 US\$490 - 610

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# A .32 RIM-FIRE DERINGER FIVE-SHOT POCKET REVOLVER NO. 54, CIRCA 1863

With sighted tip-up barrel stamped 'Deringer Philada' along the sighting flat, fluted cylinder, frame with notched back-sight, spur trigger and bird's head butt in one piece, chequered hammer, sprung barrel release-catch and trigger, figured rounded grips (each chipped at the retaining pin), and retaining much of its original silvering (flaked in places, particularly on the forward section of the cylinder) *31/2in. barrel* 

£200 - 300 €220 - 330 US\$240 - 370

# 20 <mark>\$58</mark>

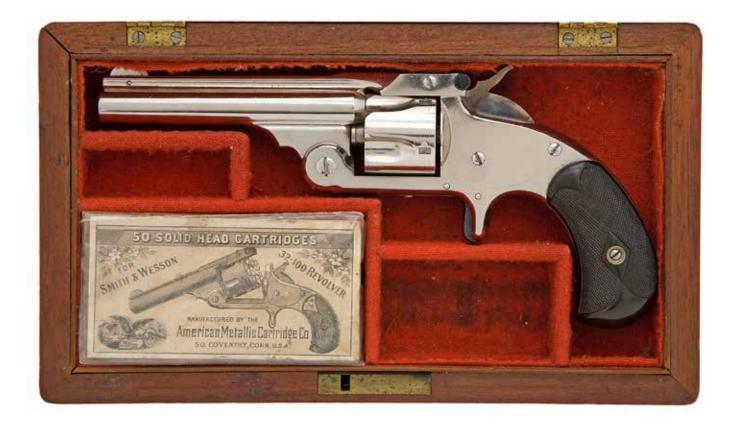
#### A .32 RIM-FIRE SMITH & WESSON MODEL NO. 1½ SECOND ISSUE FIVE-SHOT REVOLVER NO. 116573\*, CIRCA 1868-75

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With barrel pivoting upwards for loading and stamped with patent dates along the sighting flat, replacement fore-sight formed from a clipped silver coin, fluted cylinder, blued frame with cylinder-stop in the top-strap, spur trigger and bird's head butt in one piece, chequered hammer, sprung release-catch and trigger, figured rounded grips, and retaining some original finish (barrel and cylinder with loss of finish) 3½in. barrel

£200 - 300 €220 - 330 US\$240 - 370

20 | BONHAMS



# A VERY FINE CASED .32(S&W) SMITH & WESSON MODEL NO. $1^{1\!/_2}$ REVOLVER NO. 2991, CIRCA 1878-92

With tip-down sighted barrel stamped with patent dates along the sighting rib and on the topstrap, fluted cylinder, action, spur trigger and bird's head butt all in one piece, blued sprung barrel-catch incorporating the back-sight, case-hardened hammer and trigger, rounded chequered black hard-rubber grips, and retaining all its original nickel-plated and casehardened finish: in its M.W. Robinson fitted mahogany case lined in red velvet and retaining an empty box of '50 Solid Head Cartridges For Smith & Wesson 32-100 Revolvers, Manufactured by the American Metallic Cartridge Co.'

31/2in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Provenance James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2190

This revolver appears to be in unused condition

#### 22 S58 A .44 PERCUSSION REMINGTON NEW ARMY MODEL REVOLVER

#### NO. 92504, CIRCA 1863-75

With blued octagonal sighted barrel stamped 'Patented Sept. 14 1858 E. Remington & Sons. Ilion New York, U.S.A. New-Model' along the top flat, blued cylinder and frame with sighting groove, rammer, brass trigger-guard, figured rounded grips, the left one (minor bruise) stamped with inspector's mark, and much of its original blueing (cylinder and frame with some flaking) *Bin. barrel* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Flayderman notes that 'The Famous Showman William F. "Buffalo Bill" Cody carried a "New Model Army" c. 1866-mid 1870s for buffalo hunting and the Indian Wars and claimed "It never failed me."

### 23 <mark>\$58</mark>

#### A RARE .44 PERCUSSION C.S. PETTENGILL ARMY MODEL SIX-SHOT REVOLVER CIRCA 1860-65

With blued hexagonal sighted barrel, blued cylinder, frame with topstrap stamped 'Pettengills Patent 1856' and 'Raymond & Robitaille Patentee 1858' either side of the sighting groove, case-hardened rammer with hinged arbor pin, the former with sprung retaining clip, the latter secured by a threaded screw in front of the cylinder on the left side, blued trigger-guard, integral flared butt, figured rounded grips, and retaining some original blueing (much flaking and some rust patination) *Tylein. barrel* 

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

Flayderman notes 'The U.S. Ordnance Dept. contract for 5,000, Dec., 1861, was subsequently changed to 2,000, June, 1862 when the sample gun failed trials. After changes were made the total contract delivered and accepted between Oct. 1862 and Jan. 1863. The 3rd Michigan Cavalry were issued 500 of them. Other mounted out-fits issued lesser amounts were the 3rd and 5th Missouri Militia; 1st Arkansas; 3rd Illinois; 3rd Kentucky.'

#### 24 S58

#### A FINE .44 PERCUSSION STARRS ARMS CO. 1863 MODEL ARMY SIX-SHOT REVOLVER WITH ENGRAVED DECORATION NO. 52575, CIRCA 1863-65

With hinged blued sighted barrel, blued serial numbered cylinder (some flaking), blued spurred frame stamped 'Starr. Arms. Co. New York.' on one side and 'Starr's Patent Jan. 15. 1856.' on the other, case-hardened hammer and rammer, the latter with sprung catch, blued trigger-guard, original barrel-release screw with knurled head, chequered figured rounded butt, and matching numbers, retaining nearly all its original finish and decorated overall with brightly engraved scrolling foliage and line borders, the breech with a star on each side *8in. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2107

This revolver appears to be in unfired condition



#### A RARE .36 RIM-FIRE COLT FACTORY ENGRAVED 1862 MODEL POCKET NAVY CONVERSION REVOLVER NO. 19960 IE FOR 1863, CONVERTED CIRCA 1875

With octagonal sighted barrel with New-York address within a notched border and engraved in factory late vine scroll style involving flowerheads on each side of the breech, frame engraved 'Colt's Patent' on the left side, trigger-guard and back-strap, the former stamped '.36 Cal', rebated cylinder with roll engraved stagecoach hold-up scene, case-hardened hammer with characteristic scaled wolf's head on each side, partially plugged lever cut-out, varnished figured rounded grips, matching numbers, and retaining nearly all its nickel-plated finish from shortly after the time of its conversion (barrel with some loss of nickeling leaving four russet patches) (2) *4½in. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

In the same Vermont family ownership until offered at James D. Julia, Inc., 14 & 15 March 2011, lot 2224

Offered with a facsimile Colt's Manufactory Company letter dated 10 September 2010 confirming the revolvers specifications and describing the calibre as '.38 Rimfire', the finish as 'Blue' and that it was one of 57 of the same type shipped to J.P. Moores Sons, New York, on 9 August 1875

Actual size

# 26 <sup>S5 ү Ф</sup>

#### A FINE .38 COLT 1861 MODEL NAVY RICHARDS-MASON CONVERSION REVOLVER NO. 2712 FOR 1861

The blued barrel stamped '-Address Col. Saml. Colt, New York, U.S.A, America-' along the top, plugged rammer-slot, white-metal fore-sight, blued ejector-rod housing on the right, blued cylinder with roll engraved naval engagement scene, case-hardened frame stamped with 1871 and 1872 patent dates, hinged case-hardened loading-gate numbered 1219, case-hardened hammer, blued trigger, silvered brass triggerguard and back-strap (some of loss of silvering), the former stamped .38 Cal', the butt with replacement rounded ivory grip (extensively aged, cracked and rubbed, come filled repairs, the right side incised with ranch marks) carved in relief with a steer's head on the left side, and retaining most of its original case-hardened and blued finish (blueing flaked in places, particularly along the barrel which has minor rust patination on the right side on the fore-sight, light scratching on one side at the plugged rammer slot, ejector-housing with some wear at the front and above the barrel wedge, left-recoil shield rubbed) 71/2in. barrel, recent London black powder proof

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 13 & 14 March 2006, lot 202 David Crocker Estate Collection James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2010, lot 2244

The serial numbers on the bottom of the frame, trigger-guard and backstrap are all stamped with a small '1' beneath

This revolver may be held under s7.3 Heritage Pistol in the U.K.

#### 27 <sup>S58</sup> A CIVIL WAR PERIOD .44 PERCUSSION COLT 1860 MODEL ARMY REVOLVER NO. 96551 FOR 1863

With blued sighted barrel with New-York address, rebated cylinder with roll engraved naval engagement scene, case-hardened frame cut for a shoulder-stock and stamped 'Colt's Patent' on the left side, case-hardened rammer, brass trigger-guard originally silvered, blued iron back-strap, figured rounded grips, the right one cut 'Paul Jones', matching numbers, and much of its original finish: in its regulation leather holster (some wear and damage) (2) *8in. barrel* 

£1,800 - 2,200 €2,000 - 2,400 US\$2,200 - 2,700

#### Provenance

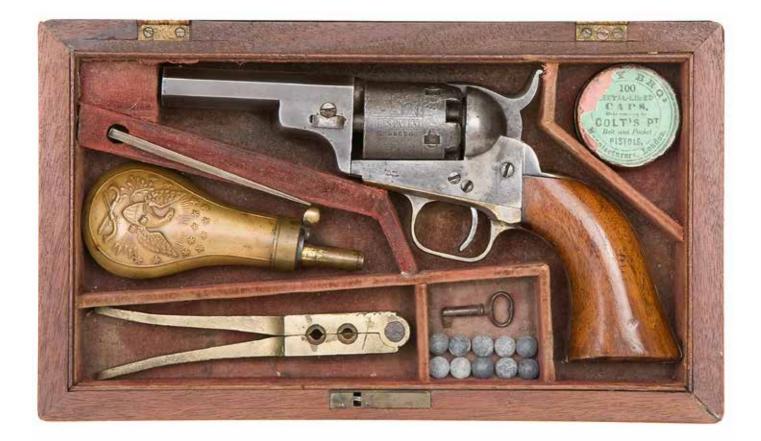
James D. Julia, Inc., Fairfield, Maine, 12 & 13 March 2012, lot 2257



#### 28 S58 A CASED .31 PERCUSSION COLT 1849 MODEL POCKET REVOLVER NO. 83802 FOR 1853

With octagonal sighted barrel with New York City address, cylinder with roll engraved stagecoach hold-up scene, frame stamped 'Colts Patent' on the left side, rammer, brass trigger-guard and back-strap retaining most of their original silvering, varnished figured rounded grips (minor bruising), matching numbers, and faint traces of original blueing and case-hardening: in its original mahogany case fitted and lined in plum velvet with accessories comprising American eagle and shield flask, and brass bullet mould stamped 'Colt's Patent' *4in. barrel* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800



#### A VERY RARE CASED .31 PERCUSSION COLT 1849 MODEL 'WELLS FARGO' SHORT FRAME POCKET REVOLVER NO. 55650 FOR 1853

With octagonal sighted barrel with New-York City address, cylinder with roll engraved stagecoach hold-up scene, frame stamped 'Colts Patent' on the left side, brass trigger-guard and back-strap (some bruising along the bottom) retaining most of their original silvering, varnished figured rounded grips (minor bruising on the bottom flats), matching numbers, and faint traces of original blueing and case-hardening: in its mahogany case fitted and lined in burgundy velvet (some wear, one compartment divider probably replaced) with accessories comprising American eagle and shield flask, brass bullet mould (some bruising) indistinctly stamped 'Colt's Patent', and later combined nipple wrench and turnscrew *3in. barrel* 

#### £2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

John Montague Collection James D. Julia, Inc., Fairfield, Maine, 7, 8 & 9 October 2014, lot 3032

It is thought that only 2,200 Wells Fargo short frame revolvers were produced, fewer than 20 of which were cased

# 30 <mark>S58</mark>

#### A VERY FINE CASED .36 PERCUSSION COLT 1862 MODEL POLICE REVOLVER NO. 4197 FOR 1861

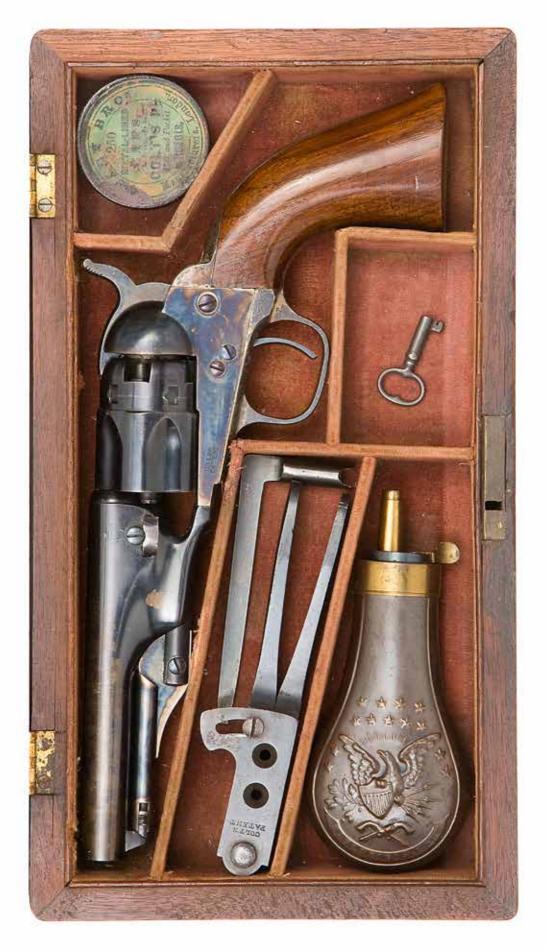
With blued sighted barrel (some flaking) with New-York address, blued fluted rebated cylinder, case-hardened frame stamped 'Colt's Patent' on the left side, silvered brass trigger-guard and back-strap, the former stamped '36 Cal' on the left shoulder, case-hardened rammer, varnished figured rounded grips, matching numbers, and retaining nearly all its original finish: in original mahogany case fitted and lined in burgundy velvet (some fading and minor areas of wear, lid with slender old splits) with accessories comprising American eagle and shield flask retaining most of its original lacquered finish, blued bullet mould stamped 'Colt's Patent' and '36P', and combined nipple wrench and *turnscrew* 

#### £6,000 - 8,000 €6,600 - 8,800 US\$7,300 - 9,700

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2285

This revolver appears to be in unfired condition







Edwin Augustus Osborne (1837-1926)

#### A FINE CASED PRESENTATION .36 PERCUSSION COLT 1862 MODEL POLICE REVOLVER NO. 11628 FOR 1862

With blued sighted barrel with New-York address, blued fluted rebated cylinder misnumbered 1638 at the time of manufacture, case-hardened frame stamped 'Colt's Patent' on the left side, brass trigger-guard and back-strap retaining most of its original silvering, the former stamped '36 Cal' on the left shoulder, the latter engraved 'B. Frank Palmer to Lieut. E. Osborne', case-hardened rammer, varnished figured rounded grips, matching numbers apart from the cylinder as noted above, and retaining nearly all its original finish: in original brass-mounted rosewood-veneered case (keyhole escutcheon missing) fitted and lined in burgundy velvet with accessories comprising American eagle and shield flask retaining most of its original lacquered finish, blued bullet mould stamped 'Colt's Patent', and blued combined nipple wrench and turnscrew, the exterior of the lid with brass shield-shaped escutcheon engraved with initials 'H.V.O.' in gothic letters 4½in. barrel

£8,000 - 12,000 €8,800 - 13,000 US\$9,700 - 15,000

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2082

The recipient appears to be Edwin Augustus Osborne (1837-1926). In May 1862 he enlisted as a 2nd Lieutenant in Company C, 4th North Carolina Troops. Elected Captain of Company H, Fourth Regiment, North Carolina Troops, Osborne fought at Yorktown, Williamsburg, and Seven Pines, where he was wounded in 1862. In the Maryland campaign he saw action in the Battle of South Mountain and at Sharpsburg where he was wounded again. His regiment then proceeded to Chancellorsville, Gettysburg, Spottsylvania and the Wilderness, where he received another injury, and Appomattox. Promoted to Major, Lieutenant-Colonel, and finally Colonel in July 1864, he left his regiment to recover from his wounds. In 1865, he married his second cousin, Fannie Swann Moore, a descendant of Colonial Governor James Moore of South Carolina, and General Maurice Moore of Revolutionary War fame.

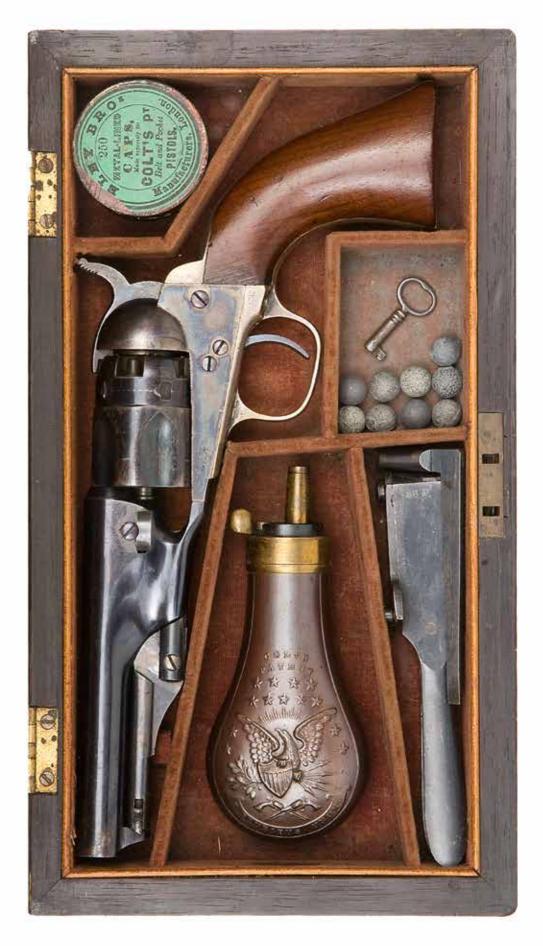
Following his wedding, while attempting to rejoin his regiment, he learned that General Robert E. Lee had surrendered. The Fourth Regiment had earned a fine reputation in the war, especially at Sharpsburg and again at the Battle of Seven Pines, where Osborne exhibited exceptional personal courage and gallantry. Awaiting support and facing evident destruction, Company H, the "Hunting Creek Guard" from Northern Iredell, under Major Osborne, charged the enemy with such determination that the entire regiment followed, driving back the enemy and capturing six pieces of artillery. Wounded within a few rods of the breastworks, Osborne forced a Union soldier to carry him beyond the breastworks to the point where his troops had advanced. On 19 May 1864 at Spottsylvania Court House, as commander of a division line of pickets against two enemy lines, he led his men out of a difficult situation - while charging and repulsing the Federalists, he was shot through the right hand, losing two fingers.

After the War Osborne studied law, was admitted to the bar, and in 1867 he was appointed Clerk of the Superior Court, a position he held for the following ten years.

In 1874 he entered the ministry of the Protestant Episcopal Church and was ordained deacon in June 1877, and was named rector of Calvary Church, Fletcher. He was ordained as a priest in May 1881 and was appointed to the charge of St. Marks Mission in 1884.

When the War with Spain broke out in 1898 he re-enlisted as Captain and served as chaplain of the Second Regiment of North Carolina Volunteers. Following the conflict he continued with his religious duties and in 1908 was appointed chaplain to the bishop and attended the Pan-Anglican Congress in London. He served as chaplain of the Mecklenburg Camp of Confederate Veterans and is buried in Elwood Cemetery, Charlotte

A.B. Frank Palmer is recorded as the inventor of prosthetic limbs for which he filed a patent for an artificial leg in 1849, and for which he received a silver medal at the Great Exhibition held in London in 1851. It is thought that Osborne, in his capacity as a lawyer, may have assisted Palmer with the granting of his patent





Roswell Sabine Ripley (1823-1877)

#### A VERY RARE MARTIALLY MARKED .44 PERCUSSION COLT FIRST MODEL DRAGOON REVOLVER BY REPUTE BELONGING TO CONFEDERATE BRIGADIER GENERAL ROSWELL S. RIPLEY NO. 6737 FOR 1848, CIRCA 1850

With round sighted barrel with New-York address, cylinder roll engraved with Texas Ranger and Indian scene, and etched 'U.S. Dragoons' and 'Colt's Patent', each framed within a foliate panel (worn) either side of the serial number, oval cylinder-stops, frame stamped 'Colt's Patent' over 'U.S.' on the left side, rammer, brass square-back trigger-guard and back-strap, figured rounded grips each stamped with owner's initials 'RSR' above indistinct inspector's mark, and matching numbers apart from the barrel-wedge numbered '4 10' and '333' (some wear and rust patination overall) *Tylain. barrel* 

£8,000 - 10,000 €8,800 - 11,000 US\$9,700 - 12,000

#### Provenance

Brigadier General Roswell S. Ripley Thence by descent Acquired by Jeffrey Horn from the descendant family and offered with a letter dated 19 February 1981 to this effect James D. Julia, Fairfield, Maine, 14 & 15 March 2011, lot 2257

Roswell Sabine Ripley (1823-1877) was born in Worthington, Ohio. His family relocated to the state of New York where he received an appointment to the United States Military Academy. He graduated in 1843 and was assigned as a Second Lieutenant to garrison duty, as well as becoming an artillery instructor. He served in the Mexican-American War on the staffs of General Zachary Taylor and General Gideon Pillow, and saw action at the Battles of Monterery, Vera Cruz, Cerro Gordo, Contreras, Churubusco, Molino del Rey, Chapultepec, and the capture of Mexico City. For gallantry in action he was brevetted Captain for Cerro Gordo and Major for Chapultepec. In 1849 he published his *History of the Mexican War* and in the same year took part in the Second Seminole War in Florida.



Following his marriage in 1852, Ripley resigned from the army and in 1853 moved to Charleston to settle his wife's estates. He established a successful business there and became a supporter of states' rights. He joined the South Carolina State Militia and became a Major of Ordnance.

On South Carolina's secession from the Union on 20 December 1860, he became a Lieutenant Colonel in the Army of South Carolina. He and his men garrisoned Fort Moultrie which had been abandoned by Major Robert Anderson and his forces moved to Fort Sumter in Charleston Harbor. Anderson had spiked the cannons, burned the gun carriages and damaged hot-shot furnaces. Ripley and his men repaired the damage and put the fort in fighting condition and on 12 April 1861 on the orders of General P.G.T. Beauregard, his commanding officer, Ripley's artillery began the bombardment of Fort Sumter. Following the surrender of Fort Sumter, Beauregard placed Ripley in charge of its repairs and on 15 August of the same year he was promoted to Brigadier General and assigned command of the department of South Carolina and its coastal defences, where he remained until May 1862.

In November 1861 General Robert E. Lee replaced General Beauregard who had been transferred to Virginia. Lee and Ripley had a difference of opinion regarding the defences of Charleston, however before their differences were settled Lee was transferred to Virginia and Major General John Pemberton assumed command. Ripley also clashed with Pemberton's plans for Charleston's defences resulting in his request for a transfer. This was granted and he transferred to the Army of Northern Virginia where he joined the 5th Brigade under General D.H. Hills. The brigade fought in the Peninsular Campaign where they sustained heavy losses. Ripley remained in service and took part in Lee's invasion of Maryland, seeing action at South Mountain and Sharpsburg in September 1862. During the Battle of Sharpsburg he was severely wounded by a Minie ball to the throat. As soon as the wound was dressed he returned to the field.

In November his brigade participated in the defence of Fredericksburg and the Battle of Antietam. He returned to South Carolina in 1863 and took charge of the first military district repelling a Union naval attack in April of that year, and continuing in command until the evacuation of the city in late 1864.

General Ripley's disagreements with Generals Beauregard and Pemberton centred on his proposals for heavy reinforcements to be placed further out from Charleston and on Morris Island, the site of Battery Wagner. His proposals were ignored by his superior officer's and as he had predicted Union forces gained a foothold on the lightly defended Morris Island enabling them to mount an attack on Battery Wagner with the 54th Massachusetts Infantry and other regiments leading to a prolonged siege which ultimately forced the Confederate evacuation.

After the War Ripley moved to England where he was to spend nearly 20 years, however following his bankruptcy his wife and daughter returned to Charleston. In 1885 he returned to New York City and joined a group of ex-Union and Confederate officers who had made the New York Hotel their home and headquarters. He died there of a stroke in 1887 and is buried in Magnolia Cemetery, Charleston. In 1894 a monument was erected in his honour in Worthington, Ohio

Offered with an undated letter from R.L. Wilson detailing the revolver and describing it as '…ranks high amongst the rarities associated with the Civil War', and giving his opinion that the revolver was originally one of a pair. Also included are numerous muster rolls in Ripley's name, lists of artillery and supplies, numerous facsimiled correspondence starting in 1860, and approximately 87 pages of Confederate military correspondence between Ripley, various Generals and politicians mainly dealing with after-action reports



#### A 14-BORE FLINTLOCK WHITNEY 1822 (SECOND CONTRACT) MILITARY MUSKET

DATED 1832 AND 1835

Probably reconverted from percussion, with bright barrel retained by three spring-held barrel bands, the forward one pierced, carrying the brass fore-sight and also forming the ramrod-entry, tang dated 1832, associated flat bevelled lock stamped 'U.S' above crossed arrow and olive branch and 'E. Whitney', rounded tail stamped 'New Haven' above the date '1835', ring-neck cock (jaw screw, pan, steel and steel-spring replaced), figured full stock (some bruising) stamped with inspector's mark of N.W. Patch on the flat behind the side-plate, and inspector's mark 'DJ' in front of the heel tang, regulation steel mounts including butt-plate stamped 'US' on the heel tang, sling loops, and steel ramrod, possibly original (steel parts with some pitting) *42in. barrel* 

£600 - 800 €660 - 880 US\$730 - 970

34 <mark>S58</mark>

#### A 14-BORE FLINTLOCK WHITNEY 1822 (SECOND CONTRACT) MILITARY MUSKET

DATED 1836

With plain barrel with barrel-lug at the muzzle stamped '11' and retained by three spring-held barrel bands, the forward one pierced, carrying the fore-sight and also forming the ramrod-entry, breech stamped 'US' over inspector's initials of Justin Murphy, dated tang, flat bevelled lock stamped 'U.S' above crossed arrow and olive branch and 'E. Whitney', rounded tail stamped 'New Haven' above the date, ring-neck cock (jaw screw replaced), brass pan, figured full stock (some bruising and minor damage) stamped with inspector's mark of Justin Murphy on the flat behind the side-plate, regulation steel mounts including butt-plate stamped 'US' on the heel tang, sling loops, and original steel ramrod (steel parts with some old rust patination and light pitting), 'P' proof mark in a rosette *42in. barrel* 

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

Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 1627

Produced under the trusteeship of Edwards and Goodrich following the death of Eli Whitney in January 1825



# A RARE BRACE OF 28-BORE FLINTLOCK 1836 MODEL MILITARY PISTOLS AND SADDLE HOLSTERS

#### BY A. WATERS, MILBURY, MS., DATED 1839

Each with plain barrel with brass fore-sight and retained by a barrel band with side-bar joining the side-plate, breech stamped 'US' over 'JH' and 'P', tang with ovoidal back-sight, flat bevelled lock with rounded tail and stamped with eagle-head mark above dated maker's details beneath the brass pan, ring-neck cock (one top jaw and screw replaced), figured half-stock (minor old bruising, small split at tail of one lock), one stamped on the flat behind the side-plate with inspector's marks of Elizur Bater and Mann Page Lomax, regulation steel mounts comprising flat side-plate, rounded pommel with tang extending up the back of the butt, trigger-guard, and stirrup ramrod (minor scattered pitting): in their contemporary leather saddle holsters (minor damage) (3) 8½in. barrels

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Provenance

James D. Julia, Inc. Fairfield, Maine, 10 & 11 March 2008, lot 1647

Flayderman notes that the 1836 model 'was the last U.S. martial pistol produced in the flintlock ignition system. Many collectors regard this as the best made, most attractive, and best performing of all U.S. military flint handguns'



36 <sup>S58</sup>

#### A .52 FLINTLOCK J.H. HALL BREECH-LOADING RIFLE OF SECOND PRODUCTION TYPE DATED 1837

With browned sighted barrel multi-groove rifled to within 1½in. of the muzzle and retained by three pin-held barrel bands, the forward one pierced and also forming the ramrod-entry, browned action with characteristic swelling on each side, hinged breech-block (mostly now filed bright) stamped 'J.H. Hall' over 'H. Ferry US' and the date, secured by a sprung hooked catch engaging with a browned steel plate in the stock forward of the trigger-guard, figured threequarter stock flat along the bottom of the butt, browned steel mounts comprising butt-plate and spur trigger-guard, sling loops, and steel ramrod, probably original 32½in. barrel

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

37 <mark>S58</mark>

#### A 14-BORE FLINTLOCK 1795 MODEL SPRINGFIELD MUSKET OF TYPE 1

CIRCA 1799-1804

With bright barrel with bayonet-lug at the muzzle and retained by three spring-held barrel bands, the forward one pierced, carrying the brass fore-sight and also forming the ramrod-entry, breech stamped 'US' and with small eagle's head mark between 'P' and 'V' on the left side, plain tang, flat bevelled lock stamped with American eagle motif over 'US' in script under the V-shaped pan of detachable type, and stamped 'Springfield' in an arch across the tail, the latter with small projection at the rear, bevelled ring-neck cock, figured full stock (minor split in front of the lock), steel mounts comprising flat side-plate, butt-plate indistinctly numbered '800' on the heel tang, trigger-guard with long pointed finials, trigger-plate stamped 'R:P', sling loops, original steel ramrod, and in fine condition (scattered light pitting); together with a socket bayonet (some pitting) with tapering blade of hollow triangular section (2) 44% in. barrel

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

This musket, the first standardised official model built for the U.S. government and the first made by a U.S. arsenal, appears to be unfired



#### 38 S58 A RARE .54 PERCUSSION TRYON 1841 MODEL 'MISSISSIPPI' CONTRACT MILITARY RIFLE DATED 1848

With sighted barrel (very light rust patination) rifled with three wide grooves and retained by two spring-held barrel bands, the forward one pierced and also forming the ramrod-entry, breech stamped 'US' over 'JCB', dated tang numbered '9', case-hardened flat bevelled lock stamped 'Tryon' over 'US', and 'Philada. Pa' over the date across the tail, figured three-quarter stock (minor bruising including a score through one of the inspector's marks and a triangular dent by the tang) stamped with two inspector's marks on the flat behind the side-plate, regulation brass mounts including hinged sprung patch-box cover opening to reveal a spare nipple, sling loops, original steel ramrod, and some original finish *33in. barrel* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Regarded by many collectors as one of the most handsome of all percussion U.S. military longarms

## 39 <mark>S58</mark>

## A FINE .58 PERCUSSION REMINGTON 1863 MODEL CONTRACT MILITARY RIFLE DATED 1863

With blued barrel rifled with seven grooves and with bayonet-lug on one side at the muzzle, blued folding leaf back-sight calibrated to '5' hundred yards, dated breech stamped with eagle-head and 'U', 'V', 'P' marks, the left side stamped 'steel', and retained by two spring-held brass barrel bands, plain tang, case-hardened dated flat bevelled lock stamped 'Remington's llion N.Y.', an American eagle above and 'US' to the right, figured three-quarter stock with clearly stamped inspector's marks on the flat opposite the lock, regulation brass mounts including hinged sprung patch-box cover opening to reveal a spare nipple, brass fore-end cap, sling mounts, original steel ramrod, and retaining much of its original finish *33in. barrel* 

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2542

This is an example of the so-called 'Zouave' rifle of which 12,501 were produced between 1862 and 1865. Another example, complete with its sling and bayonet, was sold in these Rooms, Antique Arms & Armour..., 27 November 2013, lot 280



#### A .54 PERCUSSION HARPERS FERRY 1841 MODEL (SECOND STYLE) 'MISSISSIPPI' CONTRACT MILITARY RIFLE NO. 47, DATED 1852

With russet sighted barrel rifled with three wide grooves, bayonet-lug on one side at the muzzle, and retained by two spring-held barrel bands, the forward one pierced and also forming the ramrod-entry, folding adjustable back-sight calibrated to '5' hundred yards, breech stamped 'WW' over 'P' and with eagle-head and 'V', 'P' marks, tang dated 1852, flat bevelled lock (hammer replaced) with American eagle over 'US', and 'Harpers Ferry' over 1851 across the tail, figured three-quarter stock (some bruising) indistinctly stamped 'JLB' on the flat behind the side-plate, regulation steel mounts including hinged sprung patch-box cover opening to reveal a spare nipple, and butt-plate numbered on the heel tang, sling loops, original steel ramrod (tip with some pitting), and bayonet with fullered recurved blade, brass hilt comprising muzzle-ring with rounded quillon, and ribbed swelling grip with beaked pommel incorporating a sprung retaining button (2) *33in. barrel* 

£800 - 1,200 €880 - 1,300 US\$970 - 1,500

See footnote to lot 38

#### 41 <sup>S58</sup>

#### A RARE .58 PERCUSSION HARPERS FERRY 1855 MODEL MILITARY RIFLE OF SO-CALLED ARTILLERY MODEL WITH RARE DETACHABLE FRONT SIGHT DATED 1859

With russet sighted barrel rifled with three wide grooves and bayonet-lug on one side at the muzzle, and retained by two spring-held barrel bands, folding leaf back-sight calibrated to '5' hundred yards, dated octagonal breech (minor pitting) stamped with eagle-head and 'V', 'P' marks, plain tang, flat bevelled lock dated on the tail and stamped 'U.S.' over 'Harpers Ferry' forward of the hinged Maynard tape cover, the latter stamped with American eagle motif, figured three-quarter stock (minor bruising, slender splits at the rear lock retaining screw), steel mounts including hinged sprung patch-box cover opening to reveal a spare nipple and the circular cross-hair fore-sight with knurled retaining screw, sling loops, brass fore-end cap, and steel ramrod with characteristic swelling *33in. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

For more information see Norm Flayderman, *Flayderman's Guide To Antique American Firearms...*, 2001, p. 464



## A FINE .58 PERCUSSION COLT 1861 MODEL SPECIAL MILITARY RIFLE MUSKET DATED 1863

With bright barrel and fore-sight also forming the bayonet-lug, rifled with four wide grooves and retained by three bright screw-held barrel bands each stamped with inspector's marks, folding leaf back-sight calibrated to '5' hundred yards, dated octagonal breech stamped with eagle-head and 'V', 'P' marks, and 'steel' along the left flat, bright tang, nipple-bolster stamped with American eagle motif, bright flat bevelled lock stamped 'U.S.' over 'Colt's Pt. F.A. Mfg. Co. Hartford Ct.', and dated on the tail, figured full stock clearly stamped with two inspector's marks on the flat opposite the lock (minor bruising), and with small inspector's initials 'M.M.J.' on the comb of the butt in front of the heel tang, bright steel mounts stamped with inspector's marks and including fore-end cap, sling mounts, original steel ramrod, socket bayonet with blade of hollow triangular section stamped 'US', and in fine condition overall (2) *40in. barrel* 

£1,800 - 2,200 €2,000 - 2,400 US\$2,200 - 2,700

43 <sup>S58</sup>

A FINE .58 PERCUSSION COLT 1861 MODEL SPECIAL MILITARY RIFLE MUSKET DATED 1863 Similar to the last, together with its bayonet, and in very fine condition (2) 40in. barrel

£1,800 - 2,200 €2,000 - 2,400 US\$2,200 - 2,700





# A FINE .50 PERCUSSION SMITH'S PATENT BREECH-LOADING SADDLE CARBINE NO. 6282, CIRCA 1861-65

With blued two-stage tip-down sighted barrel rifled with three wide grooves and retained by a screw-held barrel band and a blued spring-catch along the top of the octagonal breech, white-metal fore-sight and blued folding adjustable back-sight, case-hardened action stamped 'Manufactured By AM'N. M'CH'N WKS. Springfield Mass.', 'Address Poultney & Trimble. Baltimore. U.S.A.' and 'Smith's Patent June 23. 1857', all on the left side, figured fore-end and butt, the latter with two very clearly stamped inspector's marks, blued trigger-guard and russet recurved butt-plate, brass barrel-release in front of the trigger, saddle-bar and ring, matching numbers, and most of its original finish 211/2in. barrel

£800 - 1,000 €880 - 1,100 US\$970 - 1,200

Issued to a number of Union cavalry regiments including the 3rd West Virginia, 7th and 11th Illinois, 1st Connecticut, 7th and 17th Pennsylvania, 6th and 9th Ohio, and the 1st Massachusetts



#### A VERY FINE .54 PERCUSSION BURNSIDE PATENT 1864 MODEL (5TH TYPE) BREECH-LOADING SADDLE CARBINE

#### NO. 17356, CIRCA 1863-65

With blued sighted barrel rifled with five grooves, stamped 'Cast-steel 1864' at the breech and retained by a spring-held barrel band, blued folding back-sight calibrated to '5' hundred yards, blued tang and serial numbered breech-block, case-hardened action stamped 'Burnside Patent Model of 1864' above the serial number, case-hardened back-action lock stamped 'Burnside Rifle Co. Providence = R.I.', blued trigger-guard also operating the hinged breech-block and with case-hardened sprung catch inside the guard, case-hardened hammer and curved butt-plate, figured fore-end and butt (minor bruising), the latter with two very clearly stamped inspector's marks on left side at the grip, sling loop, saddle-bar and ring, matching numbers, *21in. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Provenance James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 335

This carbine appears to be unfired

Issued to a number of Union Cavalry regiments including the 1st Michigan, 3rd Indiana, 5th, 6th and 7th Ohio, 1st New Jersey, 3rd West Virginia, 3rd, 14th and 18th Pennsylvania, and the 2nd, 12th, 14th and 16th Illinois



# A FINE .50 PERCUSSION MAYNARD BREECH-LOADING SADDLE CARBINE NO. 13175, CIRCA 1863-65

With blued sighted tip-down barrel rifled with three wide grooves and operated by the casehardened trigger-guard with looped tang, blued dovetailed folding leaf back-sights calibrated to '5' hundred yards, case-hardened action stamped 'Manufactured By Mass. Arms. Co. Chicopee Falls.' on one side, and 'Edward Maynard. Patented. May 27. 1851. Dec 6. 1859.' on the other, trigger-guard retained by a catch at the tang, curved butt-plate, figured stock (minor bruising) with two very clearly stamped inspector's marks on the left side, saddle-bar and ring, matching numbers, and nearly all its original finish *20in. barrel* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Provenance Wallis & Wallis, Lewes, Sussex

Issued to a number of Union Cavalry regiments including the 9th and 11th Indiana, and the 11th Tennessee

#### A VERY RARE .44-40 REMINGTON NICKEL-PLATED LIGHT BABY ROLLING-BLOCK CARBINE CIRCA 1892-1902

With round sighted barrel cut with spiral rifling and retained by a spring-held barrel band stamped with inspector's mark 'U', blued folding back-sight calibrated to '1', '3' and '6' hundred yards, characteristic action stamped 'Remington Arms Company Ilion. N.Y. Pat. May 3d. 1864. May 7th June 11th Nov. 12th Dec 24th 1872' and 'Dec 31st 1872. Sept. 9th 1873. Jan 12th. March 16th 1874' along the tang, figured butt (four bruises on the left side), mounts comprising butt-plate numbered '1' on the heel tang and '37' on the inside, trigger-guard, saddle-bar and ring, and in fine condition retaining virtually all its original nickel-plated finish 20in. barrel, recent London black powder proof

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 1557

One of only a few thousand thought to have been made, of which very few were nickel-plated



#### 48 S58 A FINE .50-70 SHARPS 1863 NEW MODEL BREECH-LOADING CARTRIDGE CONVERSION SADDLE CARBINE NO. 44525, CIRCA 1867

With blued sighted barrel lined with three groove rifling and retained by a case-hardened springheld barrel band, the breech with remains of 'New Model' stamping, blued folding adjustable Lawrence patent back-sight calibrated to '8' hundred yards, case-hardened action stamped on one side 'R.S. Lawrence Pat April 12th 1859' behind the side-hammer, and 'C. Sharps' Pat. Oct. 1852.' beneath, and on the other side with 'C. Sharps Pat. Sept. 12th 1848', 'Pat. Oct. 5th 1852.' beneath, case-hardened trigger-guard lever with spring-catch at the rear, figured butt and fore-stock, the former stamped with inspector's mark on one side above the saddlebar, and with extra inspection mark of David Frederick Clark, case-hardened butt-plate, bright saddle-bar and ring, and retaining nearly all its original finish from the time of conversion *22in. barrel, recent London black powder proof* 

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2437



#### 49 <sup>S58</sup> A FINE .50-70 SHARPS 1863 NEW MODEL BREECH-LOADING CARTRIDGE CONVERSION SADDLE CARBINE NO. C8271, CIRCA 1867

Similar to the last, the butt (with slender minor split on the left side, fore-end with minor chips at the rear) with extra inspection mark of David Frederick Clark only, and retaining nearly all its original finish from the time of conversion 22in. barrel

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

Provenance

James D. Julia Inc., Fairfield, Maine, 5 & 6 October 2010, lot 2408



#### A FINE AND UNUSUAL .50-70 SHARPS 1863 NEW MODEL BREECH-LOADING CARTRIDGE CONVERSION CARBINE WITH PATCH-BOX

#### NO. 43847, CIRCA 1867

Similar to the last, the butt stamped with inspector's mark 'EF' on one side near the action, and with extra inspection mark of David Frederick Clark, case-hardened hinged sprung rectangular patch-box cover, sling loop, and retaining virtually all its original finish from the time of conversion 22in. barrel

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2525

## 51 <mark>S58</mark>

#### A RARE .50-70 SHARPS 1870 MODEL SPRINGFIELD ALTERED BREECH-LOADING CARTRIDGE CONVERSION RIFLE OF FIRST TYPE

#### NO. 35440, CIRCA 1870

With bright sighted barrel lined with three groove rifling and retained by two spring-held barrel bands each stamped 'U', folding adjustable back-sight calibrated to '9' hundred yards, case-hardened action (back of action and tang filed off) stamped on one side 'R.S. Lawrence Pat April 12th 1859.' behind the side-hammer, and 'C. Sharps' Pat Oct. 5th 1852.' beneath, case-hardened trigger-guard lever with spring-catch at the rear, figured butt and original fore-stock (some chips and bruising), the former clearly stamped with two rectangular inspector's marks on one side near the action, and with extra inspection mark of David Frederick Clark, butt-plate, sling loops, original steel ramrod, and some case-hardened finish from the time of conversion (some very light scattered pitting) *35in. barrel* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

One of only about 700 thought to have been made. According to Flayderman 'This rather scarce variation of the Sharps was not merely an adaption utilizing existing Civil War parts. According to Ordnance Reports the Springfield Armory newly fabricated parts necessary to complete these rifles'



a bio SI ARES EJELS CO. BRIDGERCRI, CUNS



Buffalo Hunter, Denver 1878

#### 52 <mark>S1</mark>

#### A .45(2%IN.) (.45-90) SHARPS 1874 MODEL BREECH-LOADING SPORTING OR BUFFALO RIFLE BARREL NO. 45727, ACTION NO. C52375, CIRCA 1876-82

With heavy russet octagonal sighted barrel (patches of pitting) rifled with six grooves, stamped 'Old Reliable' within a rectangle and 'Sharps Rifle Co. Bridgeport, Conn.' along the top flat in front of the back-sight, and '45 Calibre 2%' at the breech, replacement dovetailed white-metal fore-sight, and folding adjustable back-sight calibrated to '8' hundred yards, action and trigger-guard lever retaining some case-hardening, figured butt and replacement fore-end, the former (some bruising and a repair between the action tang and tail of the lock-plate, recess for sling mount filled) with curved butt-plate, double set-triggers, and no provision for a ramrod

30in. barrel, recent London black powder proof



Flayderman notes '"Sharps Rifle" was often synonymous with "Buffalo Rifle" in Western lore; near-generic in its use to describe the large calibre, heavy barrel, very plain grade, breech-loading rifles in regular use by professional buffalo hunters during the height of the era c. 1867-1882. Although other makers (notably Remington) were used, the Sharps was, by far, the most widely favoured...and reported. To minimize the sound of the gunshot and prevent the herd from stampeding, shooting was done from a stand at long range, often using cross-sticks or other form of rest. Heavy barrels made for steadier aim and allowed for faster shooting. Hunters often used two rifles to lessen heating (which decreased accuracy). In earlier years calibres from 40-90 to large .50 were in favour; by 1876 the .45 (2%) became popular as did the heavier barrels, with rifles weighing in between 13½ lbs. and 16½ lbs. usually and invariably fitted with double set triggers'



## A .56-52 RIM-FIRE SPENCER ARMY MODEL REPEATING RIFLE NO. 22749, CIRCA 1863-64

With russet sighted barrel rifled with six grooves and retained by three spring-held barrel bands, folding adjustable back-sight calibrated to '8' hundred yards, russet action, back-action lock and hammer, the first serial numbered and stamped 'Spencer Repeating Rifle Co. Boston Mass Pat.d March 6. 1860.' on the top flat, russet trigger-guard lever, figured butt and fore-stock (some bruising), the former (minor slender old splits) with faint inspector's mark at the grip opposite the lock, and carved in its working life with owner's initials 'J.B.' on the right side of the comb, russet curved butt-plate and fore-end cap, the former with sprung magazine for seven rounds, and sling loops *30in. barrel* 

£800 - 1,000 €880 - 1,100 US\$970 - 1,200

Flayderman notes 'One of the most colourful, widely used and popular Civil War firearms, the Spencer received the unique advantage and distinction, after a trial firing demonstration, of gaining the personal endorsement of President Lincoln. Toward the end of the Civil War, the Spencer established itself firmly as the main arm for cavalry use and was widely issued during the Indian Wars eras also. It was a dazed, somewhat incredulous Confederate soldier, after capture by Custer's 5th Michigan Cavalry at Gettyburg (only outfit armed with the Spencer that day) who is credited with the oft-repeated remark that "(Spencers) load in the morning and fire all day!"



#### A FINE .56-50 RIM-FIRE SPENCER CONTRACT 1865 MODEL BURNSIDE ALTERED REPEATING RIFLE NO. 25159, CIRCA 1865

With blued barrel rifled with three grooves and retained by two casehardened spring-held barrel bands each stamped with inspector's mark 'U', blued folding adjustable back-sight calibrated to '9' hundred yards, case-hardened action, back-action lock and hammer, the first serial numbered and stamped 'Model 1865' and 'Spencer Repeating Rifle Pat.d March 6. 1860 Manuf.d At Prov. R.I. By Burnside Rifle Co.' on the top flat, case-hardened trigger-guard lever, Stabler cut-off device, figured butt and fore-stock, the former clearly stamped with 'ESA' inspector's mark behind the saddle-bar, case-hardened curved butt and fore-end cap, sling loops, and retaining virtually all its original finish from the time of conversion *321/zin. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 12 & 13 March 2007, lot 301

One of 19,000 thought to have been made with the Stabler cut-off and serial numbered in their own range from 1 to 34,000



#### A FINE .56-50 RIM-FIRE SPENCER ARMY MODEL POST-WAR ALTERED REPEATING RIFLE NO. 5319, CIRCA 1867-74

With blued sighted barrel (some loss of finish) lined with threegroove rifling and retained by three case-hardened spring-held barrel bands, folding adjustable back-sight calibrated to '8' hundred yards, case-hardened action, back-action lock and hammer, the first serial numbered and stamped 'Spencer Repeating Rifle Co. Boston Mass Pat.d March 6, 1860.' on the top flat, case-hardened trigger-guard lever, Stabler cut-off device, figured butt and fore-stock, the former clearly stamped with inspector's mark of Thomas J. Shepard at the grip opposite the lock, case-hardened curved butt-plate and fore-end cap, the former with sprung magazine tube for seven rounds, sling loops, and retaining most of its original finish from the time of conversion *30in. barrel* 

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2431



#### A FINE .56-50 RIM-FIRE SPENCER 1867 MODEL ARMY REPEATING RIFLE NO. 95684, CIRCA 1867-74

With blued sighted barrel rifled with six grooves and retained by three case-hardened spring-held barrel bands, blued folding adjustable back-sight calibrated to '8' hundred yards, the breech stamped 'M. 1867', case-hardened action, back-action lock and hammer, the first serial numbered and stamped 'Spencer Repeating Rifle Co. Boston Mass. Pat'd March. 6. 1860.' on the top flat, case-hardened trigger-guard lever, figured butt and fore-stock (very minor bruising), the former stamped with crowned 'B' acceptance or ownership mark on each side, case-hardened curved butt-plate numbered '92' and fore-end cap, the former with sprung magazine tube for seven rounds, sling loops, and retaining virtually all its original finish *30in. barrel* 

£1,800 - 2,200 €2,000 - 2,400 US\$2,200 - 2,700

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2433

The crowned 'B' mark on the butt indicates that this rifle was intended for use on the Continent, probably by one of the German princely states

#### 57 <mark>S1</mark> A RARE .45-70 SPRINGFIELD 1873 MODEL 'TRAPDOOR' CARBINE

#### NO. 39728, CIRCA 1874-75

With russet sighted barrel rifled with three grooves and retained by a spring-held barrel band stamped with inspector's mark 'U', original folding adjustable back-sight calibrated to '12' hundred yards, and to '5' hundred yards along the side, serial numbered action with characteristic hinged breech-block with sprung release lever and stamped 'Model 1873' above crossed arrows and eagle-head mark over 'US', plain tang, figured half-stock (some bruising and minor repairs) apparently with remains of inspector's stamp on the left side, stamped with unclear '36' on the comb in front of the heel tang, and '34' or '84' in front of the trigger-guard, steel mounts comprising curved butt-plate dot punched 'FF', trigger-guard without sling loop, interrupted forward loop, and bright saddle-bar and ring (some wear and light rust patination) (2)

22in. barrel, recent London black powder proof

#### £2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2422

This serial number falls in the range of carbines shipped to Fort Keogh, Montana

Flayderman notes 'Pre-1876 carbines falling below the serial range of approximately 43,700 usually bring a premium value as they are considered pre-Custer Massacre/ 7th Cavalry types'

Offered with a typed letter dated 21 February 2007 signed by Dr. Albert J. Frasca, the noted Springfield authority, authenticating the carbine and stating 'Since the carbine has the M73 sight, there is a very good chance the carbine was one of the guns shipped right after production'

#### 58 S1

#### A .45-70 SPRINGFIELD 1879 MODEL (SO-CALLED 1890 MODEL) 'TRAPDOOR' SADDLE CARBINE NO. 188488\*, CIRCA 1879-85

With blued barrel rifled with three grooves and retained by a springheld 'protector' barrel band, blued front sight cover secured by a screw, Buffington folding calibrated back-sight with knurled windage and elevation screws, breech stamped with eagle-head mark between 'V', 'P' and 'P' marks, hinged case-hardened breech-block stamped (U.S. Model 1873', plain tang, flat case-hardened lock with American eagle motif and stamped 'U.S.' over 'Springfield 1873', figured halfstock (minor bruising, toe of butt with minor old chips) clearly stamped with inspector's mark above the date 1882 behind the saddle-bar, and with small 'L' and 'P' in a circle proof marks behind the triggerplate tang, regulation steel mounts comprising blued trigger-guard, butt-plate (some rust patination) with hinged cover opening to reveal cavities for rod and tools (missing), saddle-bar and ring, grooved partly chequered trigger, and some original finish 22in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2423

One of about 15,000 thought to have been made

### 59 <mark>S1</mark>

#### A FINE AND RARE .45-70 SPRINGFIELD 1873 MODEL **'TRAPDOOR' CARBINE** NO. 40497, CIRCA 1874-75

Similar to the last and retaining some of its original blued and casehardened finish, the muzzle with blued hooded 'sharp shooter' front sight, the stock (minor bruising) stamped with indistinct 'ESA' inspector's mark behind the saddle-bar, stamped rack number '18' over remains of red painted '?9' on the comb in front of the heel tang, and small 'L' over 'P' in a circle proof marks behind the partly chequered steel grip support, and mounts including saddle-bar without ring; together with an original Rock Island leather holster or carbine boot (some wear) with straps (2) 22in. barrel, recent London black powder proof

£2,500 - 3,500 €2,800 - 3,900 US\$3,000 - 4,300

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2556

The 7th Cavalry under the command of Custer received about 250 of these carbines in July 1874 (serial number ranges of 16,000-22,000) and in November the same year through to March 1875 they received one or more shipments of carbines (serial number ranges 32,000-45,000). For more information see Dr. Albert J. Frasca, The .45-70 Springfield Book II 1865-95, 1980

If the red painted rack number represented 'H9' it would place the carbine at the Battle of The Little Bighorn in Troop H, under the command of Captain Benteen





#### A .50 SPRINGFIELD 1866 MODEL ALLIN CONVERSION (SECOND MODEL) 'TRAPDOOR' MILITARY RIFLE CIRCA 1866

With bright sighted barrel lined with three groove rifling and retained by three spring-held barrel bands each stamped with inspector's mark 'U', stepped folding-leaf back-sight calibrated to '7' hundred yards, breech mount numbered '10', hinged breech-block dated 1866 above eagle-head mark, plain tang, flat bevelled lock stamped with American eagle motif and 'U.S' over 'Springfield', the tail dated 1864, figured full stock (old bruising overall) stamped with two inspector's marks (worn) on the flat opposite the lock, regulation steel mounts comprising curved butt-plate, trigger-guard and fore-end cap, and steel ramrod (tip replaced), possibly original (some wear and light pitting overall) *36½in. barrel* 

£500 - 700 €550 - 770 US\$610 - 850

#### 61 <sup>S58</sup>

#### A .50 SPRINGFIELD 1866 MODEL ALLIN CONVERSION (SECOND MODEL) 'TRAPDOOR' MILITARY RIFLE CIRCA 1866

Similar to the last and in fine condition, the lock dated 1865 on the tail, figured full stock clearly stamped with inspector's mark on the flat opposite the lock, original steel ramrod, and retaining some original finish.

361/2in. barrel

£600 - 800 €660 - 880 US\$730 - 970

#### A VERY FINE .45-70 SPRINGFIELD 1884 MODEL 'TRAPDOOR' MILITARY RIFLE AND BAYONET NO. 443429, CIRCA 1885-90

Similar to the last (stock with minor bruising and small chip at the tail of the lock, rear barrel band with bright scuff mark on one side), the socket bayonet with blade of hollow triangular section stamped 'U.S.' at the forte and retaining virtually all its original blueing, in its leather scabbard (minor damage) with brass chape and riveted frog, the latter with brass 'U.S' button (2)

321/2in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 15 & 16 March 2010, lot 2549

This rifle appears to be in unused condition

#### 63 <mark>S1</mark>

#### A VERY FINE .45-70 SPRINGFIELD 1884 MODEL 'TRAPDOOR' MILITARY RIFLE AND BAYONET NO. 463491, CIRCA 1885-90

#### NO. 463491, CIRCA 1885-90

Similar to the last (stock with minor marks and apparently lightly cleaned in the past), the bayonet in russet steel scabbard with small water drain hole at the bottom, and leather frog-mount with brass suspension clip secured by a brass 'US' button (2) 33% in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 15 & 16 March 2010, lot 2550

This rifle appears to be in unused condition



#### 64 <sup>S1</sup> A VERY FINE .45-70 SPRINGFIELD 1884 MODEL 'TRAPDOOR' MILITARY RIFLE NO. 232150, CIRCA 1885-90

Similar to the last, the stock stamped with 1889 inspector's mark of Stuart W. Patel, the butt inscribed 'Norm Sankey, Republic Kansas 66964' in pencil beneath the butt-plate, and retaining virtually all its original blued and case-hardened finish (some loss of finish on heel of butt-plate) 32½in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 1167

This rifle appears to be in unused condition

#### 65 <sup>S1</sup>

#### A .45-70 SPRINGFIELD 1888 MODEL 'TRAPDOOR' MILITARY RIFLE WITH RAMROD-BAYONET

#### NO. 514398, CIRCA 1889-93

Similar to the last, the stock (some bruising, butt tools missing) with traces of inspector's mark, ramrod with chequered fluted tip, two cannelures, and retained by opposing spring catches, and much of its browned and case-hardened finish 32½in. barrel, recent London black powder proof

£500 - 700 €550 - 770 US\$610 - 850

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 1168

Flayderman notes 'The last of the U.S. Trapdoor single shot, big calibre, black powder longarms, the Model 1888 marked the end of an era and is a key-piece for any collector of Springfields'

#### 66 <mark>S1</mark>

#### A VERY FINE .45-70 SPRINGFIELD 1888 MODEL 'TRAPDOOR' MILITARY RIFLE WITH RAMROD-BAYONET

#### NO. 127439, CIRCA 1889-93

Similar to the last, with blued front sight cover secured by a screw, retaining its adjustable leather sling, and virtually all its original blued and case-hardened finish (butt tools missing) 321/2in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 1616

This rifle is in the 1879 model serial number range and appears to be in unused condition



### 67 <sup>S1</sup>

#### A FINE AND RARE .45-70 BULLARD 'LARGE FRAME' LEVER-ACTION REPEATING RIFLE

NO. 210, CIRCA 1886-90

With blued octagonal sighted barrel, blued folding adjustable backsight acting against a blued spring and calibrated to '12' hundred yards, blued action stamped 'Bullard Repeating Arms Company, Springfield, Mass. U.S.A. Pat. Aug. 16 1881' along the upper left side (blueing worn in this area) and with sliding dust-cover, figured butt and fore-end (minor old bruising, the former with old stain on the left side), case-hardened lever and hammer, blued curved butt-plate and foreend cap, and retaining nearly all its original finish 28in. barrel, recent London black powder proof

£2,500 - 3,500 €2,800 - 3,900 US\$3,000 - 4,300

Provenance James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2010, lot 2087

Very few of these rifles are thought to survive

#### 68 <sup>S58</sup>

#### A FINE .40-60 MARLIN STANDARD 1881 MODEL LEVER-ACTION REPEATING RIFLE

NO. 1303, CIRCA 1882-92

With blued turning brown octagonal sighted barrel rifled with six grooves and stamped 'J.M. Marlin. New-Haven, Conn., U.S.A.' between arrow marks and above patent dates including 'Reissue Nov. 9 1880' along the top flat, white-metal blade fore-sight and blued buckhorn back-sight with stepped adjuster, tubular magazine beneath, blued action with sprung loading-gate on the right side, case-hardened trigger-guard lever, hammer and mounts, the latter comprising curved butt-plate and fore-end cap, highly figured butt and fore-end, and retaining much of its original finish *28in. barrel* 

#### £1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2060

Flayderman notes 'The first lever action Marlin Rifle. The key patents in production and design were by the prolific Andrew Burgess, but John Marlin and others all contributed pattern details. It was Marlin who put all the features together into the finished - and highly regarded - firearm'

## 69 <sup>S1</sup>

#### A (.45-70 GOV.) MARLIN STANDARD 1881 MODEL LEVER-ACTION REPEATING RIFLE NO. 11151, CIRCA 1882-91

Similar to the last (butt and fore-end with some old bruising, scratches and minor chips, some rust patination, action with some fine scratches), and retaining some original finish 28in. barrel, recent London black powder proof

£800 - 1,000 €880 - 1,100 US\$970 - 1,200

Provenance

Leland Clapp Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2084

Offered with a Marlin Firearms Co. letter of 11 May 1987 confirming the rifle's specifications and that it was shipped on 9 September 1885

# 70 S58 A .40-60 MARLIN STANDARD 1881 MODEL LEVER-ACTION REPEATING RIFLE

NO. 18730, CIRCA 1882-92 Similar to the last, with split carrier and double set triggers, and retaining some of its original finish

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

28in. barrel

Provenance Leland Clapp Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2062

#### 71 <sup>S1</sup> A .45-85-285 COLT LIGHTNING LARGE FRAME SLIDE ACTION RIFLE NO. 4969, CIRCA 1887-94

With blued octagonal sighted barrel (fore-sight bead and spirit level glass missing) rifled with six grooves and stamped 'Colt's' Pt. F.A. Mfg. Co. Hartford Ct. U.S.A.' above the patent dates along the top flat, the left top flat at the breech engraved '45-85-285.', tubular magazine beneath, blued action with Colt logo on the left side and folding peep-sight with knurled adjuster mounted on the upper tang, case-hardened hammer, varnished highly figured butt (varnish with some fine crazing) and chequered slider, blued integral trigger-guard, curved butt-plate turned russet, and retaining much of its original finish (some loss of finish in places)

28in. barrel, recent London black powder proof

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

Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2244



#### 72 <sup>S1</sup> A QUANTITY OF BOXED AMMUNITION FOR AMERICAN LONGARMS AND PISTOLS 19TH CENTURY

Comprising six boxes of '50 .44 Cal Cartridges For Winchester Rifle Model 1873, Central Fire, Solid Head' between bullet logo and above maker's details, all in original unopened packaging; six similar empty boxes; one unopened box of '50 .44 Winchester Shot Cartridges'; one box of unopened '.38 Center Fire Cartridges For Colt's Revolvers', by Winchester Repeating Arms Company; and one unopened box of '50 .38 Long Central Fire Cartridges', by The Union Metallic Cartridge Company (15)

£600 - 800 €660 - 880 US\$730 - 970

### 73 <sup>S1</sup> A .45-70 WINCHESTER 1886 MODEL LEVER-ACTION **REPEATING RIFLE** NO. 16328 FOR 1888

With round sighted barrel stamped 'Manufactured By The Winchester Repeating Arms Co. New Haven Conn. U.S.A.' along the top in front of the calibrated folding adjustable back-sight dated 1876, tubular magazine beneath, action stamped 'Model 1886' on the upper tang, figured butt and fore-end (some old bruising and scuffs), curved steel butt plate and fore-end upper tang action actions and scuffs). butt-plate and fore-end cap retaining some original case-hardening, and much old re-blued finish 26in. barrel, London nitro proof

£800 - 1,000 €880 - 1,100 US\$970 - 1,200

# 74 <sup>S1</sup>

#### A .38(W.C.F.) WINCHESTER 1892 MODEL TAKEDOWN LEVER-ACTION REPEATING RIFLE NO. 522036 FOR 1909

With round blued sighted barrel stamped 'Manufactured By The Winchester Repeating Arms Co. New Haven, Conn. U.S.A. Patented October 14. 1884' along one side in front of the blued sprung folding leaf back-sight calibrated to '2' hundred yards, tubular full-length magazine beneath, blued action stamped 'Model 1892 Winchester' above trade registration and patent marks on the upper tang, figured butt and fore-end (some old bruising), trigger-guard lever, chequered butt-plate and fore-end cap all with traces of original finish, sling mounts, and retaining much original blueing 24in. barrel, contemporary London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800



Custer's Last Stand, by Edgar Samuel Paxson, painted in 1899

#### A .44(W.C.F.) WINCHESTER 1873 LATE FIRST MODEL LEVER-ACTION REPEATING RIFLE ASSOCIATED WITH THE BATTLE OF THE LITTLE BIGHORN NO. 4751 FOR 1875

With blued octagonal barrel stamped 'Winchester's - Repeating Arms. New Haven. Ct.' above 'King's - Improvement - Patented -March 29. 1866. October 16. 1860' along the top flat in front of the calibrated folding adjustable back-sight dated 1863, blued tubular magazine beneath, blued action stamped 'Model 1873' on the upper tang, sliding dust-cover chequered for the thumb, brass elevator block, lever with threaded catch, figured butt and fore-end (some old bruising and scratches), curved butt-plate with sliding brass trap cover (rod missing), fore-end cap, and traces of original blueing mostly turned russet overall (some areas of rust patination and pitting): in contemporary American Indian buff leather slip stitched together and with fringed borders (2)

24in. barrel, recent London black powder proof

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

By descent through the family of Moses A. Welch according to a typed undated letter from George C. Welch addressed to the Coos & Curry Co. Pioneer & History Association, Coquille, Oregon James D. Julia, Inc., Fairfield, Maine, Important Firearms..., 6, 7 & 8 October 2003, lot 1094 (part, see following lot); and ...Firearms Auction, 6 & 7 October 2008, lot 2555 (part as above)

Offered with a quantity of facsimile paperwork and letters relating to Moses A. Welch including his discharge certificate from the 31st Regiment of Maine Infantry Volunteers, dated July 1865, a certificate confirming his employment as a Blacksmith and Engineer with the Blackfoot Agency signed by John Young, U.S. Indian Agent and dated November 1883, a replacement pension certificate, dated May 1902, correspondence from Welch to his parents, and two Winchester Firearms Records letters confirming the manufacturer's specifications for the rifle

According to one of the letters above Moses A. Welch (d. 1913), at one time a gold miner, acquired the rifle whilst working at 'the Blackfoot Indian Reservation in Montana Territory and got the gun after it was surrendered by an Indian warrior who helped kill Gen. Custer and his men'

# A DISASSEMBLED .45 COLT 1878 MODEL 'FRONTIER' SIX-SHOT DOUBLE-ACTION REVOLVER NO. 1034, FOR 1878

With sighted barrel stamped 'Colt's' Pt. F. A. Mfg. Co. Hartford Ct. U.S.A. Depot 14 Pall Mall London' along the top, fluted cylinder, frame and bird's head butt, trigger-guard, chequered rounded grips, lanyard swivel, and retaining some original silvering (worn overall, some minor parts possibly missing) 5½in. barrel, contemporary London black powder proof marks

Provenance See preceding lot

#### A FINE AND RARE .50 RIM-FIRE BALL'S PATENT REPEATING SEVEN-SHOT SADDLE CARBINE CIRCA 1864-65

With browned sighted barrel rifled with five grooves and retained by two case-hardened barrel bands, one screw-held, the other also forming the fore-end cap and incorporating a blued sprung catch, folding leaf back-sight calibrated to '6' hundred yards, case-hardened action, trigger-guard lever and side-hammer, the first stamped on the left side 'E.G. Lamson (faint) & Co. Windsor. Vt. U.S.' over 'Balls Patent. June 23. 1863 Mar. 15. 1864', figured butt and fore-stock (some scattered bruising and marks), the latter housing the tubular magazine, curved case-hardened butt-plate, saddle-bar and ring, original steel ramrod acting against a spring, and retaining most of its original finish *22in. barrel* 

£2,000 - 2,500 €2,200 - 2,800 US\$2,400 - 3,000

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 332

Records indicate that the 1864 government contract for these arms was delivered in May 1865, following the cessation of hostilities. It is generally considered by collectors to be a Civil War weapon even though it does not appear to have seen active service

#### A .50-60 RIM-FIRE PEABODY CANADIAN CONTRACT BREECH-LOADING RIFLE CIRCA 1866

With browned sighted barrel rifled with three wide grooves and retained by three blued screw-held barrel bands, stepped folding-leaf back-sight calibrated to '5' hundred yards, case-hardened action of Martini type stamped 'Manufactured By Providence Tool Co. Prov. R.I.' on one side, and 'Peabody's Pat July, 22, 1862' on the other, case-hardened back-action lock, hammer and trigger-guard lever, figured butt and fore-stock (some bruising, the former with a small hole beneath the heel tang on one side, minor chips at the tail of the lock), case-hardened butt-plate and trigger-guard, sling loops, original steel ramrod with knurled tip, and retaining nearly all its original finish *36in. barrel* 

£600 - 900 €660 - 1,000 US\$730 - 1,100

This is one of an order of 5000 for the Canadian government of which only 3000 were paid for and delivered. They were issued mostly to volunteer forces stationed along the border with the U.S.A.

#### A .50 WARD BURTON 1871 MODEL BOLT-ACTION MILITARY RIFLE CIRCA 1871

With browned sighted barrel rifled with three wide grooves and retained by two spring-held barrel bands each stamped with inspector's marks 'U', folding adjustable back-sight calibrated to '7' hundred yards, browned action stamped with American eagle motif and 'U.S. Springfield 1871' on the left side, sprung nickel-plated bolt (minor loss of finish), the top-plate stamped 'Ward Burton Patent Dec. 20, 1859 - Feb. 21, 1871', figured full stock (some bruising), browned steel mounts comprising butt-plate, trigger-guard and fore-end cap, the first stamped 'U.S.' on the heel tang, sling loops with original leather sling, original steel ramod of 1868 model trapdoor type, and retaining most of its original finish; together with a socket bayonet with blade of hollow triangular section stamped 'US', in its leather scabbard with brass chape and riveted leather frog (2) *321/zin. barrel* 

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

Provenance Stern Collection

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 313

Flayderman notes 'one of the earliest bolt action military arms put into service by the U.S. government, the Ward-Burton was basically a trial piece. It was not enthusiastically received by the troops, and its limited production [of 1,011] makes it a scarce piece for the collector'

# 80 <sup>S1</sup>

#### A RARE .45-70 REMINGTON-KEENE FRONTIER MODEL MAGAZINE BOLT-ACTION RIFLE NO. 33, CIRCA 1880-81

With round sighted barrel retaining some original blueing, rifled with four grooves and with carbine style barrel band at the muzzle incorporating the front sight, tubular magazine for eight rounds beneath, folding adjustable back-sight calibrated to 1000 yards, blued action stamped 'U.S. I.D. 71' (for United States Interior Dept.) along the left side and 'E. Remington & Sons. Ilion. N.Y.' above patent dates along the top of the bolt, the front of the action with an arrow mark and 'P' above 'W.W.K' (for Navy Lt. W.W. Kimball), and with sub inspector's marks of Henry Nettleton, figured half-stock, blued steel trigger-guard, sprung grooved magazine cover, curved butt-plate and fore-end cap also forming a barrel band, sling loops, and some original finish (2) *24in. barrel, recent London black powder proof* 

#### £1,800 - 2,200 €2,000 - 2,400 US\$2,200 - 2,700

#### Provenance

Peter Wainwright Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2009, lot 2544

Of an estimated 620 to 800 of these rifles produced it is thought that about 500, as marked above, were issued to various Indian Police Departments

Offered with an Indian Police white-metal shield-shaped badge

# 81 <sup>S1</sup>

#### A VERY FINE .30-06(GOV.) WINCHESTER 1895 MODEL NRA LEVER-ACTION REPEATING RIFLE MUSKET AND BAYONET NO. 93905 FOR 1915

With blued barrel retained by two blued screw-held barrel bands, the forward one pierced and incorporating a bayonet-lug beneath, blued tall blade fore-sight and Krag-Jorgensen back-sight, characteristic blued action (light flaking) stamped 'Manufactured By The Winchester Repeating Arms Co. New Haven: Conn. U.S.A.' over the patent dates along the left side, blued trigger-guard lever and box magazine (light flaking), figured butt, fore-stock grooved along each side, and barrel-cover, blued steel butt-plate and sling loops, and bayonet with fullered blade, muzzle mount stamped 'Winchester Repeating Arms Co.', beaked pommel with sprung catch, and rounded grips, in its blued steel scabbard with leather frog, and both retaining nearly all their original finish (2)

24in. barrel, recent London nitro proof

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2330

According to a typed note attached to the bayonet it '...is from a find of over 6000 brand new bayonets found in a locked storage room at the Winchester factory in the early 1960s'

This rifle musket appears to be in unused condition

# 82 S5(1)(ab)

#### A VERY RARE .276 PEDERSON PA MODEL SELF-LOADING BRITISH MILITARY TRAILS RIFLE NO. 149, CIRCA 1930

With blued sighted barrel rifled with six grooves and cut with spiral ventilation grooving, the latter beneath a blued mount pierced with circular ventilation holes along each side, blued toggle-delayed blowback action with horizontal 'Safe' and 'Ready' switch, and stamped 'Pederson Selfloader PA Vickers-Armstrong Ltd.' on the left side, the rear of the action with peep back-sight with knurled elevation and windage screws, figured full stock (some bruising) with semi-pistol grip (old split along both sides), grooved fore-stock pierced with circular and ovoidal ventilation holes along the bottom, blued magazine for ten rounds, trigger-guard, chequered butt and barrel-bands, the forward one pierced and incorporating a bayonet-lug beneath, and retaining most of its original finish, London military inspection mark *24in. barrel, recent London nitro* proof

£3,000 - 5,000 €3,300 - 5,500 US\$3,600 - 6,100

#### Provenance

Probably Henk L. Visser Collection Dr. Geoffrey Sturgess Collection James D. Julia, Inc., Fairfield, Maine, 14 & 16 October 2013, lot 3121

John D. Pedersen's semi-automatic or self-loading rifle, a replacement for the U.S. army bolt-action rifles, was ready for testing in 1925. Following the first tests carried out in January 1926 the US Ordnance Board ordered twenty Pedersens for further testing. It appeared that Pedersen's rifle would be adopted and in 1929 he travelled to Britain to oversee the setting up of production at Vickers-Armstrong Ltd., who were also under the impression that the rifle had been accepted by the US Ordnance Board. Following extensive trails between 1931 and 1934 however, the Garand rifle was approved in favour of Pedersen's. Despite this rejection Pedersen had interest from a number of other countries including Britain and Japan

John D. Pedersen (1881-1951) was apparently described by John Browning himself as '...the greatest living arms designer and probably the greatest of all time'

It is thought that only 200 rifles of this type in various configurations were made

# 83 <sup>S1</sup>

#### A FINE AND RARE .45-70 WINCHESTER-HOTCHKISS FIRST MODEL BOLT-ACTION SPORTING RIFLE NO. 3718 FOR 1880

With blued octagonal sighted barrel rifled with five grooves, blued folding adjustable back-sight calibrated to 1000 yards, blued action stamped 'Manufactured By The Winchester Repeating Arms Co. New Haven. Conn. U.S.A.' above the patent dates along the left side, highly figured half-stock (minor bruising) with chequered semi-pistol grip and fore-end, the former with shaped dark horn inlay, the latter with dark horn cap, tubular magazine for six rounds housed in the butt, circular magazine cut-off device on the right beneath the bolt, steel trigger-guard and butt-plate, and retaining much of its original finish 26in. barrel, recent London black powder proof

£1,500 - 1,800 €1,700 - 2,000 US\$1,800 - 2,200

#### Provenance

Bruce M. Cady Estate Collection James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2010, lot 2112

Offered with a Winchester Firearms Records letter dated 25 February 1980 confirming the rifle's specifications and that it was 'shipped from the warehouse May 24, 1880 along with one other rifle with the same specifications to the same order number'

# 84 <sup>S1</sup>

#### A RARE .405(W) REMINGTON-LEE BOLT-ACTION SPORTING RIFLE NO. F76283, CIRCA 1880-1907

With blued tapering round barrel rifled with eight grooves and stamped 'Remington Arms Co. Ilion. N.Y. U.S.A.' along the top in front of the blued buckhorn back-sight with stepped adjuster, white-metal blade fore-sight, blued action stamped 'Remington Arms Co. Ilion. N.Y. U.S.A.' above the patent dates along the left side, figured threequarter stock (two old sling holes now filled, minor chip in front of the magazine housing) with chequered semi-pistol grip and grooved foreend, the latter with dark wood inset, steel trigger-guard, characteristic three-groove magazine with chequered catch, curved butt-plate, and

retaining some of its original finish 24in. barrel, recent London nitro proof

£1,000 - 1,500 €1,100 - 1,700

€1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

Bruce M. Cady Estate Collection James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2010, lot 2113

One of less than 500 thought to have been made, of which very few are believed to survive

# A .44(W.C.F.) MERWIN HULBERT & CO. ARMY REVOLVER NO. 268, CIRCA 1876-80

The round barrel (bore with some very fine pitting) stamped 'Merwin Hulbert & Co. New York, U.S.A.' above the patent dates along the top, and 'Hopkins & Allen, Manufacturing Co., Norwich, Conn, U.S.A.' on the left side, blade fore-sight, the frame stamped 'Calibre Winchester 1873' on the left and with sprung vertically operated loading-gate on the right, scoop-fluted cylinder, steel trigger-guard, the beaked 'skullcrusher' butt pierced for suspension and numbered 1357, and with chequered rounded hard-rubber grips (lightly worn), and retaining nearly all its original nickel-plated finish (some old flaking and rust patination) Existent 1973

7in. barrel, recent London black powder proof

£500 - 700 €550 - 770 US\$610 - 850

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2378

One of only a few thousand thought to have been made between circa 1876 and 1880. The revolver remained popular due to the ease with which cartridges can be loaded and ejected. The design has its origins in revolvers made by Tipping & Lawden to J. Thomas of Birmingham's British Patent No. 779 of 1869

# 86 <sup>S5 ү Ф</sup>

# A VERY FINE .45 COLT 1878 MODEL FRONTIER REVOLVER NO. 24004 FOR 1889

The nickel-plated barrel stamped 'Colt Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A' along the top, blade fore-sight, and ejector-housing on the right, nickel-plated fluted cylinder (some flaking) and frame, the latter with sighting groove, hinged loading gate stamped '39', bright hammer blued along the top, blued trigger, nickel-plated trigger-guard stamped '45 Cal', nickel-plated bird's head butt with contemporary replacement rounded ivory grips (left grip with minor age cracks and chips around the retaining screw) and lanyard-loop, and retaining virtually all its nickel-plated and blued finish

71/2in. barrel, recent London black powder proof

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,400

Provenance James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2359

Few revolvers of this type survive in original condition due to most being used on the American frontier, in the Northwest Territories and on the Alaskan gold fields

#### 87<sup>85</sup> A FINE .44(W.C.F.) REMINGTON 1875 MODEL ARMY (IMPROVED ARMY OR FRONTIER ARMY) REVOLVER NO. 599, CIRCA 1875-89

With sighted barrel stamped 'E. Remington & Sons. Ilion. N.Y. U.S.A.', grooved cylinder, frame with sighting groove and stamped '44' on the left side, hinged loading gate, sprung ejector-rod on 'web-like' housing, trigger-guard, butt integral with the frame, varnished figured rounded grips serial numbered in pencil on the inside (minor bruising, the left one with an old scratch and minor damage along the bottom edge), and retaining nearly all its original nickel-plated finish (very minor flaking and scattered marks)

7½ in. barrel, recent London black powder proof

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,400

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 4 & 5 October 2011, lot 2257

This revolver may be held under s7.3 Heritage Pistol in the U.K.

#### 88 <sup>S5</sup>

#### A .44(W.C.F.) REMINGTON 1875 MODEL ARMY (IMPROVED ARMY OR FRONTIER ARMY) REVOLVER NO. 699, CIRCA 1875-89

Similar to the last, the trigger-guard stamped '44' on the left rear shoulder, and retaining nearly all its original nickel-plated finish (some scattered rust patination in places, grips worn and with minor old bruising)

71/2in. barrel, recent London black powder proof

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Provenance James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2008, lot 1241

This revolver may be held under s7.3 Heritage Pistol in the U.K.

#### 89 <sup>S5</sup> A .44(W.C.F.) REMINGTON 1875 MODEL ARMY (IMPROVED ARMY OR FRONTIER ARMY) REVOLVER NO. 51, CIRCA 1875-89

Similar to the last and with shortened barrel, the trigger-guard stamped '44' at the rear left shoulder, figured rounded grips (both chipped at the toe and with some wear and bruising) incised along the bottom 'F. Tillam' and 'Tyler' respectively, and retaining much of its original nickel-plated finish (worn through in places, particularly on the barrel, the cylinder with some loss of finish and rust patination): in its tooled leather holster or rig (2) 5¾in. barrel, recent London black powder proof

£400 - 500 €440 - 550 US\$490 - 610

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2372





# 90 <sup>S5</sup>

#### A .38(S&W) HARRINGTON & RICHARDSON ARMS COMPANY MODEL 2 TOP-BREAK AUTO EJECTION REVOLVER NO. 733, CIRCA 1889-1940

The barrel with sighting rib stamped 'Harrington & Richardson Arms Company, Worcester, Mass, U.S.A., Pat. Oct. 4'87. May. 14 & Aug 6'89', blade fore-sight, top-strap with sprung catch incorporating the back-sight, fluted-cylinder, the butt with chequered black hard-rubber grips each with H&R target logo at the top 31/4in. barrel, contemporary London black powder proof

Condition: This revolver retains virtually all its original nickel-plated finish with minor areas of rust patination and scratches. The bore is clean and bright

£150 - 200 €170 - 220 US\$180 - 240

This revolver may be held under s7.3 Heritage Pistol in the U.K.

# 91 <mark>S5</mark>

#### A FINE .44(W.C.F.) SMITH & WESSON FIRST MODEL (NEW MODEL NAVY OR D.A. FRONTIER) REVOLVER NO. 13324, CIRCA 1881-1900

The barrel stamped 'Smith & Wesson, Springfield, Mass, U.S.A,' and with patent dates along the sighting-rib and '44 Winchester CTG' on the left, blade fore-sight, top-strap with sprung catch incorporating the back-sight, case-hardened hammer and characteristic trigger, frame with S&W logo on the right, blued trigger-guard, the butt with chequered hard-rubber grips each with S&W logo at the top 61/2 in. barrel, recent London black powder proof

Condition: This revolver retains virtually all its old re-blued and casehardened finish with very minor areas of old rust patination. The cylinder has some old flaking. The bore is clean and bright

#### £500 - 700 €550 - 770 US\$610 - 850

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 17 & 18 March 2009, lot 2197

#### A VERY FINE .38 COLT NEW LINE POCKET REVOLVER NO. 11877 FOR 1880

The barrel stamped 'Colt Pf. F.A. Mfg. Co., Hartford. Ct. U.S.A.' along the top, stamped 'Pat. Sept. 15. 1874' below the muzzle, and etched 'Colt New 38' on the left, fluted cylinder, the frame with sighting groove along the top strap, stamped '.38 Cal', and with disc pawl on the left, hinged loading gate, bright hammer blued along the top, blued spur trigger and chequered arbor pin, the bird's head butt with figured rounded grips serial numbered in pencil on the inside 21/in. barrel, recent London black powder reproof

Condition: This revolver appears to be in unused condition and retains virtually all its original nickel-plated and blued finish. There is very minor wear around the trigger retaining screw and on the lower part of the trigger. The bore is very clean

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2118

This revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

#### 93 <mark>S5</mark>

#### A .44(W.C.F) COLT FRONTIER SIX SHOOTER REVOLVER NO. 44565 FOR 1878

The nickel-plated barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A.' along the top and etched 'Colt Frontier Six Shooter' on the left, blade fore-sight and 'bull's-eye' ejector-housing on the right, the frame with grooved top-strap stamped with patent dates on the left, hinged loading gate, the butt with figured rounded grips 71/2 in. barrel, recent London black powder proof

Condition: This revolver retains some of its nickel-plated finish which is worn through on the left side of the barrel at the breech, along the ejector-housing and on the front and on the raised flats of the cylinder. The trigger-guard and back-strap retain no nickel-plating. The frame on the left has a small ding above the trigger-guard and a further small ding on the right edge beneath the cylinder. There is some scattered light rust patination. The bore is bright with some minor marks and small ding at the face of the muzzle. The breech has two shallow wrench marks on either side. The grips have some light old bruising

#### £3,000 - 4,000 €3,300 - 4,400 US\$3,600 - 4,900

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 17 & 18 March 2009, lot 2136

This revolver is one of between only 50 and 100 .44 calibre barrels with extremely rare rifling comprising seven lands and grooves with left hand gain twist produced before the government production of August 1873. It seems probable that the barrel on this revolver was reused from this first batch of 'left over barrels' given Colt's propensity for reusing parts rather than discarding them. For further information see John A. Kopec *et al, A Study Of The Colt Single Action Army Revolver*, 1976, p. 44

Offered with a Colt Firearms Division letter dated 10 March 1989, confirming the revolvers specifications and that it formed part of a shipment of 50 to Schuyler Heartley & Graham, New York, on 15 June 1878

#### A VERY FINE .45(COLT) COLT SINGLE ACTION ARMY REVOLVER NO. 55616, ISSUED IN 1880

The barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A.' along the top, blade fore-sight, and ejector-housing along the right side, fluted cylinder, frame with grooved top-strap and stamped 'U.S.' with patent dates on the left, trigger-guard and back-strap, the butt with flared figured rounded grips, the left one stamped with the date 1880 over the inspector's mark of Lt. David A. Lyle, the right one clearly stamped with sub-inspector's mark of David F. Clark, and stamped with Clark's 'D.F.C.' sub-inspection marks overall 71/2in. barrel, recent London black powder proof

Condition: This revolver appears to be in unused condition and retains nearly all its original blued and case-hardened finish with areas of old wear along the barrel and on the ejector housing. The frame with very minor patched pitting along the lower right side and a small scrape on the left recoil-shield. The left side with a line of minor screwdriver nicks. The bore is very clean and bright. The grips are in fine unmarked condition

£5,000 - 7,000 €5,500 - 7,700 US\$6,100 - 8,500

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 14 & 15 March 2011, lot 2166

It is remarkable for this revolver to have survived in such outstanding condition considering that the majority saw considerable use during the height of the Indian Wars

# A FINE .45 COLT SINGLE ACTION ARMY REVOLVER NO. 122236 FOR 1887

The blued barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A.' along the top, blade fore-sight, and blued ejector-housing on the right, blued fluted cylinder, case-hardened frame with grooved top-strap and stamped with patent dates on the left, hinged loading-gate numbered 1130, blued trigger-guard and back-strap, the former stamped '45 Cal', the butt with varnished figured rounded grips 51/zin. barrel, recent London black powder proof

Condition: This revolver retains most of its original blued and casehardened finish. The barrel is worn at the muzzle and the ejectorhousing is worn along its outer edge. The cylinder has some old flaking, loss of finish and light radial scratches. The trigger-guard has loss of finish at the front and on the bow. The grip-strap has lost its finish along the back and on the toe. The bore is bright with some light frosting. The grips have some old scrapes to the varnish and minor bruising, the lower edges have wear. The left grip with a chip and an area of scratching

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

David Crocker Estate Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2010, lot 2177

Offered with a Colt Firearms Division letter dated 15 July 1988 confirming the revolver's specifications and that it formed part of a shipment of only 3 to Clabrough & Golcher, San Francisco, on 17 June 1887





#### A VERY RARE .45 COLT SINGLE ACTION ARMY REVOLVER RETAILED BY SAMUEL LOMBARD HART, GUNSMITH, TOMBSTONE, ARIZONA, NO. 111703 FOR 1884

The blued barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A.' along the top, relocated white-metal blade fore-sight, and 'bulls-eye' ejector-housing on the right, case-hardened frame with grooved top-strap and patent dates on the left, the latter with 'U.S.' over-stamped twice with Hart's retailer's mark, hinged loading-gate, blued trigger-guard and back-strap, the butt with figured rounded grips, the left one stamped with sub-inspector's mark of David F. Clark over-stamped with further Hart retailer's mark, and stamped with Clark's sub-inspection marks overall

4¾in. barrel, recent London black powder proof

Condition: This revolver retains most of its original blued and casehardened finish with some minor rust patination and loss of finish in places. The bore and chambers retain most of their original blue. The grips have minor wear along the bottom edges

#### £4,000 - 5,000 €4,400 - 5,500 US\$4,900 - 6,100

#### Provenance

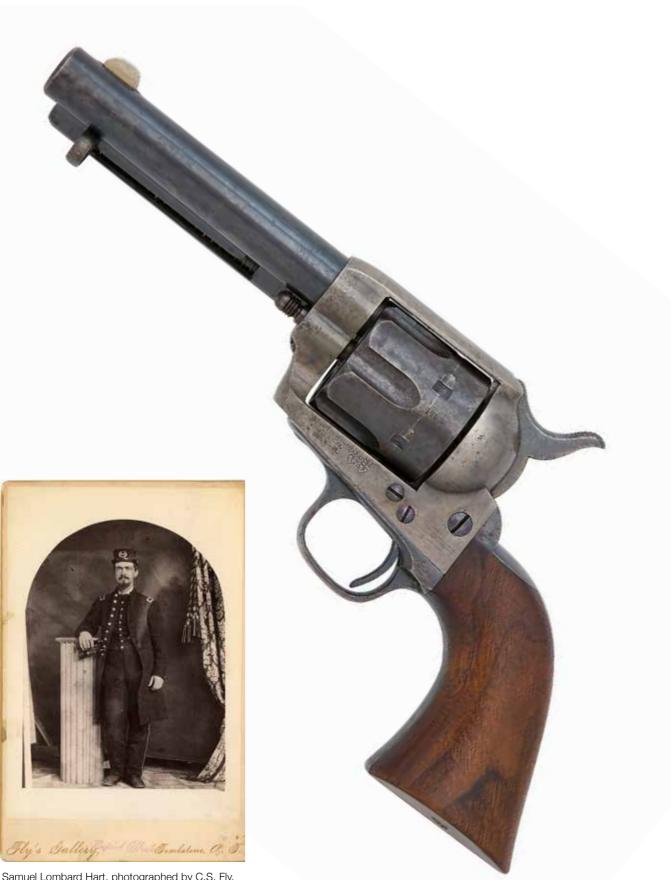
Richard R. Atkinson, Pittsburgh James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2011, lot 2071

#### Literature

The Gun Report, 'The Powder Flask', April 1973 Alfred C. Atterbury, 'An Heroic Search For The "Tombstone Colt", The Gun Report, December 1974

Samuel L. Hart served in the Civil War as a Captain in Company D, 41st Regiment of Wisconsin Infantry and is thought to have arrived in Tombstone Arizona in May 1880 where he opened a gun shop. According to the Tombstone voting rolls he remained there until about 1886 and was one of the witnesses to the famous Gun Fight at the O.K. Corral. Of several known firearms bearing Hart's retailer's mark only two or three are Colt single action army models

Offered with a facsimile Colt Industries letter dated 1 August 1969 confirming the revolver's specifications and that it was part of a shipment of 200 to the U.S. Government inspector at the Colt factory on 24 October 1884; and numerous facsimile letters, articles and muster rolls relating to Hart and to the revolver



Samuel Lombard Hart, photographed by C.S. Fly, Tombstone, Arizona, 1862



# A .44(W.C.F.) COLT FRONTIER SIX SHOOTER REVOLVER NO. 111387 FOR 1884

The barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A.' along the top and etched 'Colt Frontier Six Shooter.' on the left, blade foresight apparently replaced, ejector-housing on the right, fluted-cylinder, frame with grooved top-strap and indistinctly stamped patent dates, the trigger-guard stamped '44 Cal', the butt now with chequered rounded hard-rubber grips each with American eagle motif at the bottom and Colt logo in an oval at the top *4%in. barrel, recent London black powder proof* 

Condition: This revolver retains nearly all it re-finished blueing and case-hardening. The bore is clean and bright with light wear

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2353 (sold with ivory grips)

This revolver may be held under s7.3 Heritage Pistol in the U.K.

# 98 <mark>S5</mark>

#### A .38(W.C.F) COLT SINGLE ACTION ARMY REVOLVER NO. 162405 FOR 1895

Similar to the last, the barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A.' along the top and '38 W.C.F.' on the left, frame stamped with patent dates and Colt logo in a circle, the contemporary chequered rounded black hard-rubber grips each with Colt logo in an oval at the top

4¾in. barrel, recent London black powder proof

Condition: This revolver retains nearly all its original blued and casehardened finish with some minor wear at the muzzle and along the ejector housing. There is speckled patination overall. The bore is bright with scattered light pitting

#### £2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2010, lot 2188

Offered with a Colt Industries letter (date and addressee cut out) confirming the revolver's specifications and that it was one of 15 shipped to Simmons Hardware Co., St. Louis, on 15 August 1895



### A VERY FINE .38(LONG COLT) COLT 1877 MODEL LIGHTNING REVOLVER

#### NO. 65116 FOR 1888

The barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A.' along the top, and etched 'Colt D.A. 38' on the left, blued ejector-housing along the right, blade fore-sight, fluted cylinder, the frame with sighting groove and stamped with patent dates on the left side, bright hammer blued along the top, blued trigger, trigger-guard and spurred bird's head butt, the latter with chequered rounded black hard-rubber grips each with Colt logo at the top *4Viein. barrel, recent London black powder proof* 

Condition: This revolver appears to be in unused condition and retains virtually all its original blued and case-hardened finish. There is very minor wear on one side at the muzzle, on the barrel behind the fore-sight and four small areas on the ejector-housing. The back of the hammer at the base has a tiny patch of surface rust. The bore is very

#### £1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,400

#### Provenance

clean

Doug Carlson Robert Howard Estate Collection James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 1579

This revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

#### 100 <sup>S5</sup> A VERY FINE .38(LONG COLT) COLT 1877 MODEL LIGHTNING REVOLVER NO. 79432 FOR 1890

Similar to the last, the barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford Ct. U.S.A., Patd. Aug. 5 1884, June 5 1900, April 9 01, July 5 04.' along the top and 'Colt D.A. 38' on the left *41/2in. barrel, recent London black powder proof* 

Condition: This revolver retains virtually all its original blued and casehardened finish. There are minor areas of wear and scuffing in places. The trigger has some loss of finish. The bore is bright with scattered light pitting

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,400

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 2357



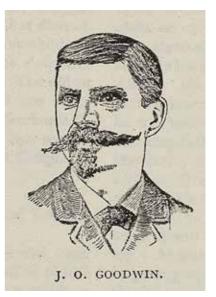
### 101 <mark>S5</mark> AN EXTREMELY RARE BRACE OF .38(LONG COLT) COLT 1877 MODEL LIGHTNING (SHERIFF'S MODEL) PRESENTATION REVOLVERS

### NO. 48967/89 FOR 1884

The barrels each stamped 'Colt Pt. F. A. Mfg. Co., Hartford. Ct. U.S.A' along the top and etched 'Colt D.A. 38' on the left, blade fore-sights, the frames each with sighting groove and stamped with patent dates, hinged loading-gate on the right, fluted cylinders, bright hammers each blued along the top, blued triggers, knurled arbor pin and retaining screws, the trigger-guards each stamped '.38 Cal', bird's head butts engraved respectively 'Joseph O. Goodwin From Alex Thuer 1884' and 'Edwin O. Goodwin from Alex Thuer 1884', each inscription on a furled banner, and rounded chequered black hard-rubber grips each with Colt logo at the top (2) 31/2in. barrels, recent London black powder proof

Condition: These revolvers appear to be in unused condition and retain virtually all their original nickel-plated and blued finish. No. 48967 has some very minor spotted flaking on the right side of the frame in front of the cylinder and minor flaking around the front of the cylinder. No. 48989 has a patch of minor pitting on the loading gate and further patches on one side of the cylinder. The bores are bright

£4,000 - 6,000 €4,400 - 6,600 US\$4,900 - 7,300







#### Provenance

Joseph and Edwin O. Goodwin Dr. Joseph A. Murphy Collection James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 2037

Offered with two facsimile Colt Industries letters dated 24 April 1980 and 7 December 1982 respectively confirming the revolvers' specifications and that they formed part a shipment together on 22 March 1884. Each letter includes remarks regarding Alexander Thuer and his involvement with the Colt Firearms Company

Joseph O. Goodwin (1843-1923) was born in East Hartford, Connecticut, where his family had resided for over two hundred years. Following his education he worked in the family business which he left in 1862 in order to join the printing business of Calhoun Brothers in Hartford where he worked until 1871. He then went into business with his brother Edward (as recorded in the Connecticut Historical Society publication, a facsimile of which is offered with the lot. This may be in error as No. 48989 is clearly engraved 'Edwin'). On 5 October 1874 he was elected Town Clerk, a position he was to hold until his death. He was a prominent figure in town affairs, and due to his efficient service and kindly spirit he enjoyed the confidence of all. He was influential in the founding of East Hartford High School and from 1879 to 1921 served as secretary of the School Board and as chairman of the High School Committee. Over the years he filled many positions of trust and responsibility including representative to the Connecticut General Assembly; Trustee, Director and Secretary of the Raymond Library Company; Treasurer of the Village Improvement Society; Secretary of the Cemetery Center Committee; Secretary of the Operative Saving Society of Connecticut and manager of its Loan Department; and was Director of the Dime Saving Bank of Hartford. During his youth he devoted his leisure time to writing and was one of the publishers of East Hartford's first newspaper *The Elm Leaf*, which appeared in 1863. In 1879 he published *East Hartford Its History and Traditions* and also wrote a short history of the town entitled *Memorial History of Hartford County*. Photographs on his collection of Indian relics are preserved in the Smithsonian Institute, Washington

Edwin or Edward O. Goodwin was elected first Fire Chief of the East Hartford fire district in 1894

Offered with numerous facsimile paperwork giving further details regarding Joseph and Edwin Goodwin

Alexander Thuer spent many years working for the Colt Firearms Company and was instrumental in the conversion of Colt revolvers from percussion to metallic cartridges. He was also the designer of the highly popular Colt third model deringer



# 102 <sup>S5 Y Ф</sup>

#### A FINE .38(W.C.F) COLT SINGLE ACTION ARMY REVOLVER AND RIG BELONGING TO THE FAMOUS SHERIFF TOM TURNER OF SANTA CRUZ COUNTY, ARIZONA NO. 302729 FOR 1908

The blued barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A.' along the top and '.38 W.C.F.' on the left, blade-foresight, and ejector-housing on the right, blued fluted cylinder, case-hardened frame with grooved top-strap, and stamped with Colt logo together with patent dates on the left, hinged loading-gate, blued trigger-guard stamped with small 'VP' in a triangle, and number '6', the blued butt with rounded ivory grips each inset with white-metal Colt logo medallion at the top, the right one carved in relief with a steer's head set with gold eyes and pink sapphire nostrils *4%in. barrel, recent London nitro proof* 

In its contemporary leather dress rig in the style of Ed Bohlin, the outer surfaces tooled with flowering foliage, set with ten chased silver florets, and with two leather restraining straps each with chased silver buckle, the one securing the holster stamped 'Keystone Bros, San Francisco, Sterling' on the inside, the skirt under the holster with faded hand written inscription 'Tom Turner Dec 1908 Empire Ranch', the inside of the buckle tap stamped in gold 'Arizona Historical Society' over what appears to be 'Doc's Sporting Goods Oakland CA'

Condition: This revolver retains much of its original blued and casehardened finish. There is some loss of blueing on the barrel, cylinder, trigger-guard and back-strap. The frame has areas of very light rust patination. The bore is very bright. The grips have minor age cracks mainly along the bottom. The right grip has a very small repair at the heel

£5,000 - 7,000 €5,500 - 7,700 US\$6,100 - 8,500

#### Provenance

Sheriff Tom Turner, Arizona James D. Julia, Inc., Fairfield, Maine, 8 & 9 October 2007, lot 2352



Tom Turner (1860-1937) originally from Texas was for many years connected with the area of Nogales, Arizona, where he served as Sheriff of Santa Cruz County. At various times during his life he was a rancher, wagon foreman of the San Raphael Ranch, manager of the Empire Ranch and later general foreman of the Greene Cattle Company. According to numerous newspaper articles and other accounts (offered with the lot) he was not a man to be trifled with. Very tenacious in his pursuit of outlaws who stole livestock from his ranch, in one instance it is recounted that he pursued a band of Mexican rustlers into the north of the Chiricahuas Mountains where he recovered his livestock following a gun battle in which he killed three out of the four. Following an inquest and the burial of the bodies the coroner's jury adjudicated on the affair the outcome of which resulted in an old Justice looking severely at Turner and commenting ...young man, you have committed a very serious offence, and you deserve the most serious punishment this court can inflict upon you. Damned if I don't fine you the drinks for the town for letting that other Mexican get away'. It apparently took Turner all day to treat every man of Wilcox who could be induced to take a drink and it cost him \$14. During his time as manager of the Empire Ranch he confronted six troublesome individuals and in the ensuing gun battle managed to kill five of them all 'in the length of the boxcar'. In 1900 he was elected Sheriff of Santa Cruz County (an office he held until 1904) and found that the custom of pistol toting was prevalent with most of the men in his jurisdiction carrying handguns in violation of the law. This led to him publishing a notice that it was contrary to the law and giving warning that the law would be enforced. It is related that Turner and a deputy confronted about 150 revellers in one of the town's largest dance halls, The Palace, and managed to confiscate firearms from most of them. According to a newspaper report he kept his firearm confiscation activities 'up from time to time for a week until he had a collection of something more than a thousand revolvers...'. A newspaper article in the Phoenix Oasis on June 1901 goes on to explain 'before Turner's election gun plays were numerous in Nogales. A man who had the nerve to disarm a community like Nogales should be entitled to the support of every voter'. For further information see Jane Eppinga, Nogales Life And Times On The Frontier, 2002

Offered with a Colt Firearms Division letter dated 2 July 1988 confirming the revolver's specifications and that it was part of a shipment of 30 to Simmons Hardware Co., St. Louis, on 11 August 1908; and numerous facsimile transcripts and newspaper articles relating to Turner, his life and times

#### 103 <sup>S5</sup> A .455(ELEY) COLT NEW SERVICE REVOLVER NO. 71550 FOR 1914

The blued barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A.' above the patent dates along the top and 'New Service 455 Eley' on the left, blade fore-sight, blued fluted cylinder, blued frame with grooved top-strap and Colt logo on the left, the right scratch engraved with previous owner's name 'P. Vardy, S.A.H.A.', butt with chequered rounded black hard-rubber grips each with 'Colt' in an oval at the top, and lanyard-loop 5¾in. barrel, contemporary London nitro proof

Condition: This revolver retains most of its original blueing with some loss of finish and rust patination. There is some old light scratching. The bore is bright with areas of minor pitting

£250 - 350 €280 - 390 US\$300 - 430

S.A.H.A. probably stands for the South African Heavy or Horse Artillery. Formed in Cape Town in 1914 under the command of Lt.Col. J.M. Rose, RMA, the regiment expanded rapidly and fielded several heavy artillery brigades during the German South West Africa campaign. In 1915 five Imperial service batteries were raised for service in France and Flanders

This revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

### 104 <mark>S5</mark>

#### A .45(COLT) COLT NEW SERVICE REVOLVER NO. 66766 FOR 1914

Similar to the last, converted from .455(Eley), the Colt barrel markings along the top removed, 5% in. barrel, Birmingham nitro reproof

Condition: This revolver is refinished overall over light wear and scattered minor pitting. The fore-sight is replaced and the back-sight adapted. The bore is clean and bright. The left grip is split though and repaired. The right grip is chipped at the toe. The lanyard-loop is missing

£250 - 350 €280 - 390 US\$300 - 430

This revolver may be held under s7.3 Heritage Pistol in the U.K.

### 105 <mark>\$5</mark>

# A RARE .450(ELEY) COLT NEW SERVICE REVOLVER

#### NO. 141940 FOR 1917

The nickel-plated barrel stamped 'Colt's Pt. F.A. Mfg. Co., Hartford. Ct. U.S.A.' above patent dates along the top, and 'New Service 450 Eley' on the left, blade fore-sight, nickel-plated cylinder with matt flutes, nickel-plated frame with Colt logo and matt grooved top-strap, hammer, trigger, trigger-guard and butt all en suite, the last with rounded chequered rounded black hard-rubber grips each with 'Colt' in an oval at the top, and lanyard-loop *71/2in. barrel, London nitro proof* 

Condition: This revolver retains virtually all its original finish with very minor scattered marks and scratches. The bore is very clean and bright. The grips are very lightly worn. The left grip with two small dents

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 1237





#### A .455 WEBLEY MARK VI SERVICE REVOLVER NO. 354699

The barrel with high blade fore-sight, U-notch back-sight, and struck with a sold out of service mark in front of the holster-guide, the left side of the frame stamped 'Webley Patents, Mark VI 1918' and overstruck with a further sold out of service mark, the butt stamped 'D. Jenkins. R.E.' along the back, butt with chequered hard-rubber grips, and lanyard-ring

6in. barrel, Enfield inspection marks and recent London nitro reproof

Condition: This revolver retains most of its original finish with some patination in places. The bore is excellent. The grips with some light wear and marks

£200 - 300 €220 - 330 US\$240 - 370

This revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

### 107 <mark>S5</mark>

#### A .455 WEBLEY MARK VI SERVICE REVOLVER NO. 183647

Similar to the last, the left side stamped 'Webley Patents, Mark VI 1915' *6in. barrel, recent London nitro reproof* 

Condition: This revolver retains traces of its original finish with some rust patination overall. The bore is very bright showing wear with some small spots of very light frosting. The left grip with fine old split at the base. The right grip chipped at the base. The lanyardring is bent

£300 - 400 €330 - 440 US\$370 - 490

This pistol may be held under both categories of s.7 Heritage Pistols in the U.K.

#### 108 <mark>S5</mark>

#### A .455 WEBLEY MARK VI SERVICE REVOLVER NO. 260303

Similar to the last, the left side of the frame stamped 'Webley Patents, Mark VI 1917' 6*in. barrel, recent London nitro reproof* 

Condition: This revolver retains traces of original blue in places with some scattered rust patination overall. The bore is excellent. The grips are very lightly worn

£250 - 350 €280 - 390 US\$300 - 430



#### 109 <sup>S5</sup> AN UNUSUAL .455/.476 WEBLEY MARK II SERVICE REVOLVER NO. 47274

The barrel with sighting-rib, blade fore-sight and U-notch backsight, the left side of the frame stamped 'Webley Mark II Patents' with holster-guide, cavalry hammer, bird's head butt with chequered rounded hard-rubber grips, and lanyard-ring

4in. barrel, military inspection marks, recent London black powder proof

Condition: This revolver retains virtually all its original nickel-plated finish with very minor flaking in places. The bore is a shade dull with some light pitting and wear to the rifling. The grips with some very minor nicks and scratches

£500 - 700 €550 - 770 US\$610 - 850

This revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

### 110 <mark>S5</mark>

#### A .455/.476 WEBLEY WG ARMY MODEL SERVICE REVOLVER RETAILED BY ARMY & NAVY, NO. 9902

The barrel stamped 'Army & Navy, C.S.L.' along the sighting-rib, blade fore-sight and open back-sight, the left side of the cylinder-strap stamped '"W.G." Army Model', the left side of the frame stamped 'Webley Patents' and with the maker's winged bullet logo, butt with chequered rounded wooden grips, and lanyard-loop *6in. barrel, Birmingham black powder proof* 

Condition: This revolver retains virtually all its later nickel-plated finish over areas of very light pitting. The action is defective. The bore is dull and pitted with some wear. The grips have some wear and minor bruising

#### £400 - 600 €440 - 660 US\$490 - 730

www.armsresearch.co.uk have kindly confirmed that this revolver was sold in 1898 by Army & Navy to Colonel R. Buxton



#### A RARE .455 WEBLEY KAUFMAN SERVICE REVOLVER RETAILED BY ARMY & NAVY, NO. 1041

The octagonal barrel stamped 'Army & Navy, C.S.L.' along the sighting-rib, white-metal blade fore-sight and grooved back-sight, the left side of the frame stamped 'Webley Patents' and with the maker's winged bullet logo, bird's-head butt with chequered figured rounded grips, and lanyard-loop

5¾in. barrel, Birmingham black powder proof

Condition: This revolver retains much of its original blued finish with some flaking overall and wear along the butt and trigger-guard. The bore is a little dull with some pitting. The grips very lightly worn with some minor bruising

£800 - 1,200 €880 - 1,300 US\$970 - 1,500

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 17 & 18 March 2009, lot 1179

The Army & Navy records confirm that this revolver as sold in 1883 to a Major Armstrong (1862-1899). He served in the 2nd Cheshire Regiment and it appears that he was killed at the Battle of Talana Hill, South Africa, on 20 October 1899

This revolver incorporates M. Kaufmann's British Patent No. 3313 of 1881 for his compound barrel latch, and may be held under both categories of s.7 Heritage Pistols in the U.K.

112 <sup>S5</sup>

#### A .455/.476 WEBLEY WG ARMY MODEL SERVICE REVOLVER RETAILED BY ARMY & NAVY, NO. 14607

The barrel stamped 'Army & Navy, C.S.L.' along the sighting-rib, blade fore-sight and open back-sight, fluted cylinder, the left side of the cylinder-strap stamped '"W.G." Army Model', the left side of the frame stamped 'Webley Patents' and with the maker's winged bullet trademark, butt with flared chequered wooden grips, and lanyard-ring *6in. barrel, Birmingham black powder proof* 

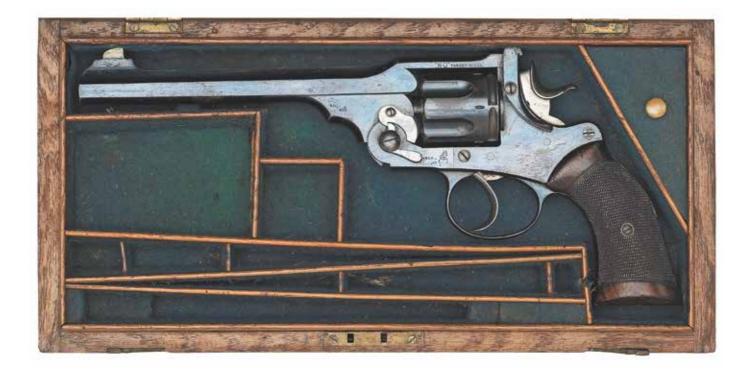
Condition: This revolver retains much of its original finish. The bore is bright with some very light pitting and slight wear to the rifling. The barrel, frame and cylinder with some light scratches, marks and light rust patination with small spots of light pitting to the cylinder and backstrap. The grips are slightly rubbed. The right grip slightly chipped at the back-strap

£800 - 1,200 €880 - 1,300 US\$970 - 1,500

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 1178

www.armsresearch.co.uk have kindly confirmed that this revolver was sold in 1900 to Simpley Esq.



#### 113 <sup>S5</sup> A FINE CASED .450/.455 P. WEBLEY & SON WG TARGET 1896 MODEL REVOLVER NO. 18947

The barrel with pinned high white-metal blade fore-sight and stamped '.450/.455' along the left side, drift-adjustable back-sight, fluted cylinder, the left side of the frame stamped 'Webley Patents' and with the maker's winged bullet logo, the butt with chequered figured rounded grips (lanyard-ring missing)

71/2in. barrel, Birmingham nitro proof

In its original brass-mounted oak case fitted and lined in blue baize, the lid (faded, keyhole escutcheon missing, minor old split) with circular brass escutcheon punched with initials 'K.D.J.D.'

Condition: This revolver retains nearly all its original blued finish with some areas of flaking. The trigger-guard has a minor area of pitting along one edge. The back of the butt with an area of pitting. The bore is a shade dull with some very light scattered pitting and light wear. The grips with minor dings and flattening to the chequering

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

Provenance James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 1177

The pinned fore-sight complies with the 1897 Bisley regulations and the revolver may be held under both categories of s.7 Heritage Pistols in the U.K.

#### A RARE .455 WEBLEY FOSBERY PATENT 1903 MODEL RECOIL-OPERATED SERVICE REVOLVER NO. 1266

The barrel with high blade fore-sight and dovetailed U-notch backsight, the recoiling frame with holster-guide, stamped with the maker's mark and '.455 Cordite', lever-safety, butt with chequered black hard-rubber grips, and lanyard-ring *6in. barrel, Birmingham nitro proof* 

Condition: This revolver retains most of its original blueing with some areas of scattered pitting. The bore is clean and bright showing some light wear

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 16 & 17 March 2009, lot 1175

Offered with a facsimile handwritten note signed by Ebeneezer Gay, dated July 1991, and further handwritten details confirming that the revolver was purchased by George S. Terry, Gay's stepfather, in 1914 together with its accessories and a leather holster. Terry once remarked 'that the pistol never gave any trouble despite the all pervasive mud of the trenches and that he never had a need for a second shot'

www.armsresearch.co.uk have kindly confirmed that this revolver was sold in 1914 to Sir W.G. Armstrong, Whitworth & Co., Newcastle on Tyne



### 115 <sup>S5</sup>

#### A FINE HISTORIC CASED .476 WEBLEY R.I.C. NO. 1 NEW MODEL SERVICE REVOLVER RETAILED BY W. RICHARDS, 27 OLD HALL ST., LIVERPOOL, NO. 32810

The ovoid barrel with sighting-flat and white-metal blade fore-sight, the left side of the frame stamped 'Webley's R.I.C., No. 1 .476C.F., New Model' above maker's winged bullet logo, bright arbor-pin and pivoting ejector-rod (retaining screw missing), the top of the frame grooved for sighting and engraved with retailer's name and address, bright hinged loading-gate, the butt with pommel-cap, chequered figured rounded grip, and lanyard-ring

#### 41/2in. barrel, Birmingham black powder proof

In its fitted oak case lined in blued baize with cartridge tray and glass oil bottle, the exterior of the lid (minor old split) with circular brass escutcheon engraved 'Lieutenant Douglas Claris, R.N., HMS Thstle' (sic)

Condition: This revolver retains nearly all its original blued and bright finish. The blueing has some areas of flaking and wear. The bore is very clean with some spots of very light frosting

#### £1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,400

#### Provenance

Lt. John Douglas Claris Dr. Frank Miller Estate Collection James D. Julia, Inc. Fairfield, Maine, 6 & 7 October 2008, lot 1212



Lieutenant John Douglas Claris was born in 1889 and was a naval officer aboard H.M.S. Thistle during the Revolutionary overthrow of China's Qing Dynasty at the time of the Xinhai Revolution that resulted in the establishment of the Republic of China. He is known to have documented his naval career in some detail and a number of photographs by him together with his log are preserved in the Imperial War Museum, London. One entry in the log details Claris leading a group of armed seamen off the Thistle to protect the local consulate building from a crowd of rebels initially estimated at between two and three thousand. By the time the detachment arrived the ranks of the crowds had swelled to a staggering twenty thousand. Claris's forty men managed to hold the crowd at bay by initially resorting to firing over their heads but as objects thrown by the crowd started to strike his men the British opened fire, dispersing the crowd and thus allowing the Imperial troops time to arrive in sufficient numbers to combat the local threat. Claris took a photograph of a party of armed sailors in front on the consulate building which shows the group's armaments including two Maxim machine guns, one of which can be seen manned by Consul General Goff's infant son

#### 116 S5 A VERY FINE CASED .380(C.F.) KYNOCH SCHLUND PATENT REVOLVER NO. 515

The barrel tipping down for loading, stamped 'Kynoch Gun Factory Aston' along the sighting flat, and 'Patent Model' along the top-strap, high blade fore-sight, fluted cylinder with extractor, characteristic action with sprung chequered barrel release catch at the rear, inspection catch in front of the large trigger-guard, and chequered trigger assembly, rounded pommel-cap retained by three screws, and chequered figured rounded butt

4in. barrel, Birmingham black powder proof

In its contemporary partly re-lined and re-fitted mahogany case with brass ramrod, the exterior of the lid with shield-shaped vacant brass escutcheon

Condition: This revolver is in remarkable original condition and retains virtually all its nickel-plated and blued finish with only very minor losses. The bore is very slightly worn with scattered minor pitting

£4,000 - 5,000 €4,400 - 5,500 US\$4,900 - 6,100

#### Provenance

Dr. Geoffrey Sturgess Collection James D. Julia, Inc., Fairfield, Maine, 10-12 March 2014, lot 3012

This revolver incorporates Schlund's British Patent No. 9084 of 1885 and No. 11900 of 1886. These Patents featured the safer latching of the frame and the movement of the 'Tranter-type' cocking lever to within the trigger-guard





## 117 <mark>S1</mark>

#### A .303 VINERS LTD. NO. 4 MK. 1 BOLT-MAGAZINE SERVICE RIFLE NO. 6990

In standard service configuration and finish, barrel stamped 'VNS' and with rampmounted blade fore-sight, the stock with steel butt-plate and trap, sling swivels, and folding Vernier sight

Weight 9lb., 13%in. pull (12%in. stock), 23¾in. barrel, recent London nitro proof

Condition: The bore is dull with some wear to the rifling and some frosting in the grooves

£200 - 300 €220 - 330 US\$240 - 370

Viners Ltd., Sheffield, was one of the companies subcontracted to produce components during World War II in order to keep up with the demand

## 118 <mark>S1</mark>

#### A .303 MALTBY NO. 4 MK. 1 BOLT-MAGAZINE SERVICE RIFLE NO. AH12548

In standard service configuration and finish, barrel with ramp-mounted blade fore-sight, the stock with steel butt-plate and trap, the wrist dated '1943' sling swivels, the action mounted and folding Vernier sight Weight 8lb. 14oz., 13%in. pull (13in. stock), 251/in. barrel, recent London nitro proof

Condition: The bore is a shade dull with some frosting

£200 - 300 €220 - 330 US\$240 - 370

#### 119<sup>S1</sup> A .303 NO. 4 MK. 1 BOLT-MAGAZINE SERVICE RIFLE NO. AN16132

In standard service configuration and finish, barrel with ramp-mounted blade fore-sight, the stock with steel butt-plate and trap, sling swivels, and folding Vernier sight Weight 8lb. 14oz., 13%in. pull (13in. stock), 251/4in. barrel, recent London nitro proof

Condition: The bore is a shade dull

£200 - 300 €220 - 330 US\$240 - 370

## 120 <mark>S1</mark>

#### A .303 NO. 4 MK. 1\* SAVAGE & STEPHENS BOLT-MAGAZINE SERVICE RIFLE NO. 44C0741

In standard service configuration and finish, the receiver stamped 'U.S. Property', the wrist band stamped 'S' and with flaming cannon ball inspection mark, barrel with rampmounted blade fore-sight, the stock with steel butt-plate and trap, sling swivels, and folding Vernier sight

Weight 9lb. 2oz., 131/sin. pull (121/2in. stock), 251/4in. barrel, London nitro proof

Condition: The two-groove rifled bore is a shade dull

£200 - 300 €220 - 330 US\$240 - 370

In early 1941, with America still officially neutral, the British Government contracted the Savage Arms Corp. to build 200,000 No. 4 rifles at the former J. Stevens Arms Co. factory in Chicopee Falls, Mass. Following the entry of America into the War, Savage continued to make the No. 4 under the auspices of lendlease agreements



## 121 <mark>S1</mark>

#### A .30-06 SPRINGFIELD ARMORY MODEL 1903 MARK I BOLT-MAGAZINE SERVICE RIFLE

#### NO. 1045079

In standard service configuration, with bolthead flag-safety, the receiver ring stamped 'U.S. Springfield Armory, Model 1903 Mark I', and the side of the received cut-out for Pederson device, the stock with steel buttplate and trap, sling swivels, the barrel stamped 'S A, 11-18A' and with Springfield Armory flaming cannon ball inspection mark, bayonet lug, block-mounted blade fore-sight, and flip-up rear-sight graduated from '100' to '2,700' yards

Weight 9lb. 1oz., 12%in. pull (12%in. stock), 24in. barrel, recent London nitro proof

Condition: The bore is a shade dull with very light wear to the rifling

£500 - 700 €550 - 770 US\$610 - 850

#### 122 <mark>S1</mark>

#### A 7.92x57MM MAUSER K98 BOLT-MAGAZINE SERVICE CARBINE NO. 10007

In composed service configuration, with bolt-head flag-safety, thumb-recess and charger-guide, recoil blocks, rolled-edge trigger-guard, stock with steel butt-plate, leather sling, bayonet-lug, and cleaning rod, the barrel with ramp-mounted blade fore-sight with protector and elevating rear-sights, the receiver mounted with a 'cad' 9 (for Kahles, Vienna), telescope-sight, no. 46300, in a sidemounted telescope-sight mount-rail Weight 10lb. 6oz. (inc. 'scope), 13in. pull (12%in. stock), 23%in. barrel, recent London nitro proof

Condition: The bore is bright with very little wear to the rifling

£500 - 700 €550 - 770 US\$610 - 850

## 

#### A 7.92x57MM MAUSER K98 BOLT-MAGAZINE SERVICE CARBINE NO. 8032

In standard service configuration, with bolthead flag-safety, thumb-recess and chargerguide, recoil blocks, stock with steel butt-plate, leather sling, bayonet-lug, cleaning rod, the barrel with ramp-mounted blade fore-sight with protector and elevating rear-sights, the receiver mounted with an 'Ajack 4x90' telescope-sight (no. 51838) in a side-mounted telescope-sight mount-rail

Weight 11lb. (inc. 'scope), 13in. pull (123/sin. stock), 233/sin. barrel

Condition: The bore is dull and lightly pitted with some light wear to the rifling

£600 - 800 €660 - 880 US\$730 - 970



#### 124 <sup>S5</sup> A 45(A C P) COLT M1911 SELE

## A .45(A.C.P.) COLT M1911 SELF-LOADING SERVICE PISTOL NO. 396240 FOR 1918

The left side of the slide stamped 'Colt's Pt. F.A. Mfg. Co./Hartford., Ct. U.S.A.' together with patent dates, the Colt logo between, the right side stamped 'Model of 1911. U.S. Army', the left side of the frame stamped 'United States Property', butt with original diamond chequered grips, grip-safety, and fixed lanyard-ring, the magazine with base-plate stamped 'Colt 45 Auto' *5in. barrel, recent London nitro proof* 

Condition: This pistol retains traces of original blueing. The surface overall is rust patinated with some wear. The bore is frosted. The grips are worn

£400 - 600 €440 - 660 US\$490 - 730

This pistol may be held under s7.3 Heritage Pistol in the U.K.

## 125 <mark>\$5</mark>

#### A .45(A.C.P.) COLT M1911 SELF-LOADING SERVICE PISTOL NO. C16919 FOR 1915

Similar to the last, the left side of the slide stamped 'Colt's Pt. F.A. Mfg. Co./Hartford., Ct. U.S.A.' together with patent dates, the Colt logo at the rear, the right side stamped 'Colt Automatic/Calibre .45' above 'Government Model', butt with diamond chequered grips, and two-tone magazine each with fixed lanyard-ring *5in. barrel, contemporary Birmingham nitro proof* 

Condition: This pistol retains some of its original blueing in places with some rust patination and wear overall. The bore is clean and bright. The grips are in fair condition

£400 - 600 €440 - 660 US\$490 - 730

This pistol may be held under s7.3 Heritage Pistol in the U.K.



#### A RARE .455(WEBLEY AUTOMATIC) WEBLEY & SCOTT LTD. MARK I NAVY SELF-LOADING SERVICE PISTOL NO. 2890 FOR 1913

The barrel with blade fore-sight, the left side of the slide stamped 'Webley & Scott Ltd., Pistol Self-Loading, .455, Mark I, 1913' and with maker's winged bullet logo beyond, the top with Australian Department of Defence mark, open back-sight, butt with grip-safety and housing the magazine, old replacement vertically grooved wooden grips, and lanyard ring

5in. barrel, recent London nitro reproof

Condition: This pistol retains much of its original finish with some loss of finish, old minor bruises and light scratches. The bore is bright. The grips with old minor bruises and light scratches

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

#### Stern Collection

James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 165

It is thought that this is one of less than 1,000 made during the period 1913-19 of which a small number were assembled as late as 1933

www.armsresearch.co.uk have kindly confirmed that this pistol was sold in 1913 to the Director of Navy Contracts



Actual size

#### 127 <mark>S5</mark>

#### A 6.35MM(RIMLESS) BERGMANN MOD. 2 SELF-LOADING PISTOL NO. 1657

The slide stamped 'Theodor Bergmann, Gaggenau, Waffenfabrik Suhl, Cal. 6.35, D.R.P., a.' along the left side and with sighting-groove along the top, and chequered black hard-rubber grips each impressed 'Bergmann' *2in. barrel, German proof* 

Condition: This pistol retains much of its original finish with scattered areas of minor rust patination

£300 - 400 €330 - 440 US\$370 - 490

This pistol may be held under s.7.3 Heritage Pistol in the U.K.



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1195

Provenance James D. Julia, Inc., Fairfield, Maine, 5 & 6 October 2010, lot 1074

THE DAEDALUS COLLECTION | 113



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#### A RARE 6.5MM(BERGMANN RIMMED) BERGMANN NO. 3/1896 SELF-LOADING PISTOL NO. 3174

The barrel with adjustable bead fore-sight, the slide with open-sights, the frame engraved 'Patent Bréveté S.G.D.G' and with sidelever-safety on the left, Bergmann factory logo of a miner, and sprung downward-opening loading-gate with inspection ports on the right engraved 'Pistolet Bergmann', the butt with chequered rounded wooden grips, and integral lanyard-ring 41/2in. barrel, German nitro proof

Condition: This pistol retains nearly all its old re-blued finish over scattered areas of light pitting. The bore is clean and bright. The grips with light wear and minor bruising

Both sides

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

Stern Collection James D. Julia, Inc., Fairfield, Maine, 10 & 11 March 2008, lot 131

114 | BONHAMS

#### 130 <sup>S5</sup> A VERY RARE 9MM(BERGMANN) BERGMANN 1903 MARS SELF-LOADING PISTOL NO. 288

The barrel with flat sighting rib and blade fore-sight, the slide stamped 'Cal.9' and the locking-block engraved 'Bergmann Mars Pat Brev. S.G.D.G.', frame with side-safety on the left and open-sights, fully detachable box-magazine serial numbered '763' and with inspection ports, butt with chequered wooden grips, and integral lanyard ring *4in. barrel, German nitro proof* 

0.41.9

Condition: This pistol retains most of its original blued finish with areas of light wear. The bore is very clean with slight frosting. The grips have minor bruising. The right grip has a small chip on the right at the top

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 1143

This pistol is thought to be one of only 900 made in this calibre and may be held under both categories of s.7 Heritage Pistols in the U.K.

Both sides

## 131 <sup>S58</sup>

#### AN EXTREMELY RARE AND FINE 7.8MM(BERGMANN) BERGMANN NO. 5/1897 SELF-LOADING PISTOL NO. 260

The barrel with block-mounted pyramidal blade fore-sight, the slide stamped 'Pistolet Bergmann / Patent Brevete S.G.D.G.', frame with blued adjustable open-sights from '100' to '1000' meters, side-safety, fully detachable serial numbered box magazine with circular inspection ports matching the magazine housing, and butt with chequered hard-rubber grips each with Bergmann gothic 'B' logo (2)

4in. barrel, German nitro proof

In its leather shoulder-stock holster serial numbered to the pistol, with side pouch and suspension strap

Condition: This pistol retains virtually all of its original finish with some wear to the edges and minor marks. The magazine with some very light pitting. The bore is clean with very light pitting. The right grip is lightly rubbed and has a minor chip at the top. The shoulder-stock holster has minor handling marks

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 6 & 7 October 2008, lot 1142

The No.5/1897 Bergmann self-loading pistol underwent trials by both the Swiss and British military before being ultimately rejected. Only 800 are thought to have been made







#### 132 <sup>S1</sup> A WWII PERIOD 27MM WALTHER DOPPEL SCHUSS FLARE PISTOL NO. 3375

With bright push-forward snap-action, underlever and safety-catch, the top of the action-body with barrel selector-switch and stamped 'Doppel Schuss', and stamped on either side with Waffenampt mark, the standing breeches with loaded indicators, bright barrels with wooden hand-guard, and butt with chequered wooden grips 91/kin. barrels, recent London reproof

Condition: The action and butt are rust patinated. The bores are bright and clean. The hand-guard has minor damage and bruising. The grips are worn

£300 - 400 €330 - 440 US\$370 - 490

#### 133 TWO 32-ROUND SNAIL-DRUM MAGAZINES, A LOADING/ UNLOADING TOOL, AND A CLEANING ROD, ALL FOR PARABELLUM PISTOLS

The first stamped 'BN', serial numbered '511682' and retaining its magazine shroud; the second also stamped 'BN' and serial numbered '57124/663394'; the third and fourth each of characteristic form (4)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

The Blum Patent magazines bearing 'BN' were manufactured by the famous toy manufacturer Bing of Nuremberg

#### 

#### A FINE 7.65MM(PARABELLUM) WAFFENFABRIK SWISS MODEL 1906/29 (RED GRIP) SELF-LOADING PISTOL NO. 52338

The barrel with adjustable blade fore-sight, the toggle engraved with whitened Swiss cross on shield motif and with U-notch back-sight, the back of the frame below the toggle stamped with whitened Waffen Franconia logo, butt with chequered red/brown plastic grips, grip-safety, and unnumbered red plastic-tipped chromium-plated magazine *4%in. barrel, recent London nitro reproof* 

Condition: This pistol retains nearly all its original finish. The bore is excellent

#### £500 - 700 €550 - 770 US\$610 - 850

#### Provenance

Dr. Geoffrey Sturgess Collection James D. Julia, Inc., Fairfield, Maine, 14-16 October 2013, lot 3247

#### Literature

Joachim Görtz & Dr Geoffrey Sturgess, *The Borchardt & Luger Automatic Pistols A Technical History for Collectors from C93 to P.08*, 2012, p. 1140

This pistol may be held under both categories of s.7 Heritage Pistols in the U.K.

135 <mark>S5</mark>

#### A FINE 7.65MM(PARABELLUM) WAFFENFABRIK MODEL 1906 SELF-LOADING PISTOL NO. 15371

The barrel with block-mounted adjustable blade fore-sight, the toggle engraved 'Waffenfabrik, Bern' with Swiss cross and open-sights, the framed stamped 'P. 58', butt with grip-safety, chequered wooden grips, and wood-capped magazine *4%in. barrel, recent London nitro reproof* 

Condition: This pistol is in excellent condition overall and retains virtually all its original blued finish. The bore is very clean and bright with some areas of light frosting

£500 - 700 €550 - 770 US\$610 - 850

#### Provenance

Dr. Geoffrey Sturgess Collection James D. Julia, Inc., Fairfield, Maine, 14-16 October 2013, lot 3246

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#### A RARE 7.63MM MAUSER C-96 FIXED-SIGHT CONE-HAMMER SELF-LOADING PISTOL NO. 10303

Tio. 10000

The barrel with blade fore-sight, the breech stamped 'Waffenfabrik Mauser Oberndorf A/N', the receiver with rare fixed back-sight, butt with grooved wooden grips, and lanyard-mount (ring missing) (2) *51/2in. barrel, German nitro proof* 

In its contemporary wooden shoulder-stock holster, no. 9624

Condition: This pistol retains much of its original blueing. The bore is a shade dull and frosted with some very light scattered pitting. The front of the frame has some loss of blueing. The shoulder-stock holster has some old minor bruising and scratches. The lid with old minor split

£700 - 1,000 €770 - 1,100 US\$850 - 1,200

#### Provenance

Ralph Merrill Collection James D. Julia, Inc., Fairfield, Maine, 11 & 12 March, lot 2367

This pistol may be held under both categories of s.7 Heritage Pistols in the U.K.

#### 137 <mark>S5</mark>

#### A FINE 7.63MM MAUSER C96 CONE-HAMMER SELF-LOADING PISTOL NO. 9208

The barrel with blade fore-sight, the breech stamped 'Waffenfabrik Mauser Oberndorf A/N', the receiver with tangent-sight graduated to '500' yards, butt with grooved wooden grips, and lanyard-ring (2) 51/2in. barrel, German nitro proof

In its contemporary wooden shoulder-stock holster, no. 1808

Condition: This pistol retains virtually all its original blueing. The bore is a shade dull with some very light scattered pitting. The stock has some old minor bruising and light scratches

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

Ralph Merrill Collection James D. Julia, Inc., Fairfield, Maine, 11 & 12 March, lot 2366

This pistol may be held under both categories of s.7 Heritage Pistols in the U.K.

#### 138 <mark>S5</mark>

#### A 7.63MM MAUSER C96 CONE-HAMMER SELF-LOADING PISTOL NO. 11363

The barrel with blade fore-sight, the breech stamped 'Waffenfabrik Mauser Oberndorf A/N', the receiver with tangent-sight graduated to '500' yards, the magazine housing machine-inscribed 'A.G.P. "6496", 27.I.Y.', butt with grooved wooden grips, and lanyard-ring (2) 51/2in. barrel. German nitro proof

In its wooden shoulder-stock holster serial numbered to the pistol and carved en suite with the magazine housing on one side

Condition: This pistol retains nearly all its original blueing with some patches of rust patination along the barrel. The bore is slightly dull with some light wear to the rifling. The head of the grip retaining screw is burred. The shoulder stock-holster has some old minor bruising

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance

Gerald Archibald Pape (1876-1927) volunteered for the Royal 1st Devonshire Yeomanry Cavalry which sponsored the 27th (Devonshire) Company of the 7th Battalion, Imperial Yeomanry. The regiment saw action in South Africa following the disastrous reverses suffered at the battles of Stormberg, Magersfontein and Colenso which became known in Great Britain as 'Black Week'. Pape then served in WWI and was promoted to Lieutenant in 1916. Following the War he served as Master of The Silverton Foxhounds and The Stoke Hill Beagles



#### 139 <sup>S5</sup> A FINE AND RARE 7.65MM(PARABELLUM CARBINE) D.W.M. 1902 AMERICAN EAGLE SELF-LOADING CARBINE

NO. 24623

The barrel with ramp-mounted bead fore-sight and adjustable rear-sight, the chamber with 'American Eagle' crest, the toggle with 'D.W.M' markings, butt with grip-safety and chequered wooden grips, and unnumbered wooden-capped magazine *11in. barrel, German nitro proof* 

The later detachable wooden stock with original mount serial numbered to the pistol, ebonite butt-plate, and sling-swivels: in their later fitted suede case lined in red baize with spare magazine and later cleaning rod

Condition: This pistol is in fine condition overall and retains virtually all its original slightly dulled blued finish. The bore is very clean with some very light scattered pitting. The wooden grips have some minor losses to the tips of the chequering

£7,000 - 10,000 €7,700 - 11,000 US\$8,500 - 12,000

Provenance

James D. Julia, Inc., Fairfield, Maine, 14-16 October 2013, lot 3091

The luger carbine requires a special high-powdered cartridge, DWM #471A



## 140 <sup>S5</sup>

#### A VERY FINE 7.65x25MM WAFFENFABRIK LOEWE C-93 SYSTEM BORCHARDT PATENT SELF-LOADING PISTOL NO. 451

The barrel with Lyman's bead fore-sight, open back-sight, the toggle stamped 'D.R.P. No. 75837', the slide stamped 'System Borchardt. Patent.', and the receiver-ring stamped 'Waffenfabrik Loewe, Berlin', chequered wooden grips, and wood-tipped magazine serial numbered to the pistol (2)

71/zin. barrel, German nitro proof In its original shoulder-stock holster serial numbered to the pistol and with contemporary Lyman flip-up peep-sight

Condition: This pistol is in excellent condition overall retaining virtually all its original finish with some very light scratches and marks to the rear of the recoil spring box. The bore is very clean with some small patches of very light frosting. The wooden grips with crisp chequering. The stock has some very light scratches and marks to the wood. The leather holster has some old cracks and losses

£15,000 - 18,000 €17,000 - 20,000 US\$18,000 - 22,000

#### Provenance

James D. Julia, Inc., Fairfield, Maine, 4 & 5 October 2011, lot 1072

This pistol, the first commercially successful automatic pistol, may be held under both categories of s.7 Heritage Pistols in the U.K.



## 141 <mark>S58</mark>

#### AN EXCEPTIONALLY RARE NORDENFELT .43(SPANISH) CENRE-FIRE TEN-BARRELLED MECHANICAL GUN NO. 163, CIRCA 1884

The barrels in horizontal line and each of hexagonal section at the muzzle to allow removal, and rifled with eight spiral grooves, the rifling in good condition, the iron side-plates each stamped 'RA' in a circle and carrying the forward bracket securing the muzzles and incorporating a front sight on each side, brass breech-plate also stamped 'RA' in a circle on each side (sliding cartridge-carrier replaced), serial numbered flat iron action with narrow pivoting cover at the rear secured by a threaded screw with knurled head and opening to allow the removal of the firing pins, recessed at the front to allow the spring-held black-painted replacement ammunition hopper to be fitted from the left side, sprung dry-firing and oscillation levers each with knurled circular handle, the action operated by a replacement lever on the right side moving back to lock the action, and forward to fire sequentially from right to left and automatically oscillating the barrels from left to right, pivoting safety-hook engaging with the operating lever, adjustable back-sights, one serial numbered and calibrated in white-metal from '1' to '9', the other calibrated to 250 metres, and each with circular elevating wheel, on U-shaped iron yoke mounted on a green-painted iron riveted cut-out carriage expertly constructed after an original and with bronze windage and elevation wheels, the trail with centrally mounted tool chest with hinged lid opening to form a seat, manoeuvring handles, axel of square section, and cambered spoked wooden wheels with iron rims and retaining pins 31% in. barrels, 1051/2 in. overall, 70% in. wide

£50,000 - 70,000 €55,000 - 77,000 US\$61,000 - 85,000

#### Provenance

Acquired in Buenos Aires, Argentina in 2001 Sold in these Rooms, Antique Arms, Armour and Modern Sporting Guns..., 1 December 2009, lot 462

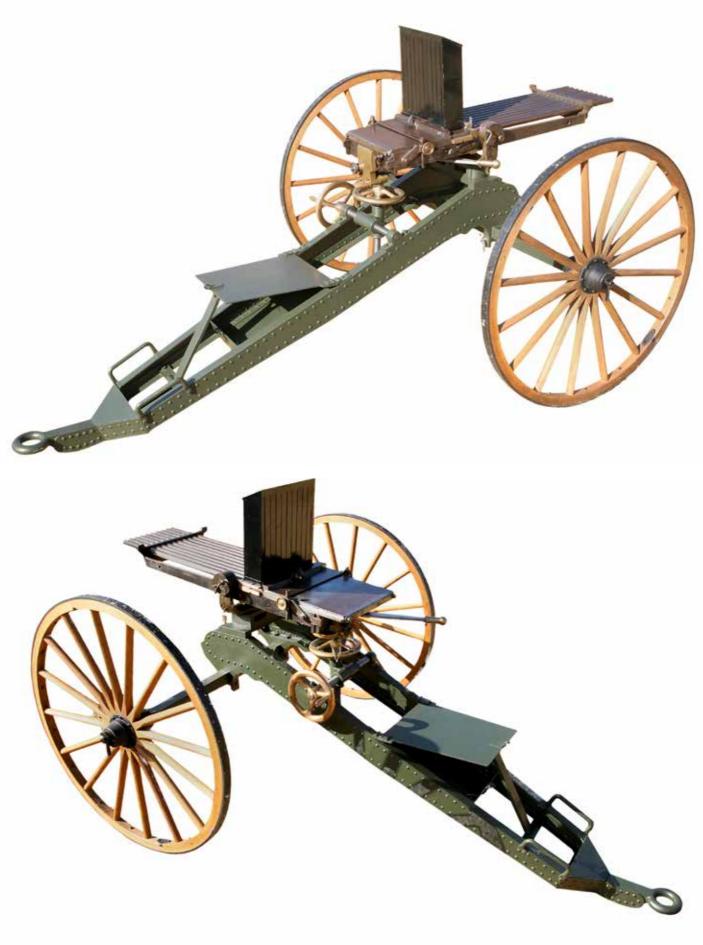
The Nordenfelt mechanical or machine gun was designed by the Swedish engineer Heldge Palmcrantz in around 1873. It consisted of up to twelve barrels arranged in a line. The mechanism is gravity-fed from a hopper, the ammunition dropping into a carrier-block. When the lever is pushed forward the carrier-block moves in line with the barrels chambering the cartridges which are subsequently discharged in sequence. On pulling the lever back, the sequence is reversed and the fired cases extracted, at the same time moving the carrier across to accept more cartridges. Depending on the speed of the operator, an average rate of fire was in the region of about 100 rounds a minute per barrel. In 1878, in order to finance production, Palmcrantz approached Torsten Nordenfelt (1842-1920), a Swedish banker, based in London, who was importing steel into Britain. The original British patent was granted to J.H. Johnson on behalf of H. Palmcrantz, J.T. Wimborg and E. Unge on 13 May 1873 (no. 1739). On 17 September 1878 a further patent was granted to T. Nordenfelt on behalf of Palmcrantz which appears to have protected the overall design. Subsequent patents were granted on 18 December 1882 (no. 5324) and 11 May 1883 (no. 2401). Nordenfelt promoted the design widely, including the British military machine gun trials of 1879, and founded the Nordenfelt Gun and Ammunition Company with factories in Stockholm, Erith in Kent, and Spain. In a trial held at Nordenfelt's grounds near Dartford, Kent in July 1883 (as reported in the Times on 28 July), he trialled numerous firearms and ordnance of his own production in front of 'a very large company, composed of members of the army and navy, and representatives of foreign powers'. According to the same news report, 'The ten-barrelled gun, mounted on a field carriage, ... gave 900 rounds in the minute, fired 100 rounds with spreading motion in seven seconds, 200 rounds at 30° of elevation in 13 seconds, and a like number at 30° of depression in 11 seconds'.

The British Navy appear to have used examples in Egypt in 1882, and some also accompanied General Hick's expedition to the Sudan the following year. They were still in service in 1889 at the battle of Wad al-Nujumi at Toski, although a quote from a subaltern of the IXth battalion of the Egyptian army suggests that by this time they had acquired a reputation for jamming. The British army had phased the Nordenfelt out of service by 1891 in favour of the Maxim gun, although a photograph of the Machine Gun Course at Enfield in 1905 suggests that they were still available for issue to the Army Ordnance Corps.

In 1888 Nordenfelt was forced to merge his company with that of Hiram Maxim, possibly with the coercion of Sir Basil Zaharoff (who had previously been promoting the Nordenfelt in competition with Maxim), forming the 'Maxim-Nordenfelt Guns and Ammunition Company'. Following a personal bankruptcy in 1890, Nordenfelt left the company and moved to France, starting the Société Nordenfelt, which was responsible for creating the eccentric screw-breech used on the French 75mm gun. In 1903 he retired to Stockholm, where he died in 1920

Only three other ten-barrelled Nordenfelt's appear to be recorded, one on display at the Musée de l'Armée, Paris, another in the Artillery and Signal Troops Musuem, St. Petersbourg, Russia, and another at the Amsterdam War Memorial, Victoria, Australia (no. REL/05627)

#### END OF SALE



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## ANTIQUE ARMS AND ARMOUR

Wednesday 30 November 2016 Knightsbridge, London A FINE CASED PAIR OF HIGHLAND 28-BORE GOLD-INLAID ALL-METAL FLINTLOCK BELT PISTOLS PRESENTED TO THE MARQUESS OF BREADALBANE BY THE ELECTORS OF PERTHSHIRE IN 1836, BY WHEELER & SON OF BIRMINGHAM, CIRCA 1835 £15,000 - 20,000 ENQUIRIES

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# Bonhams

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## MODERN SPORTING GUNS, RIFLES AND VINTAGE FIREARMS

Thursday 1 December 2016 Knightsbridge, London

#### ENQUIRIES

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A FINE PAIR OF 12-BORE ROUND-ACTION EJECTOR GUNS BY DAVID MCKAY-BROWN, NO. 7485/6 £30,000 - 40,000



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#### 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 or any *Sstimate* 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 vour number which is identified as the Buver'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 Buver. This is our Buver'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  $\pounds100,000$  of the Hammer Price 20% from  $\pounds100,001$  to  $\pounds2,000,000$  of the Hammer Price 12% from  $\pounds2,000,001$  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  $\pounds$ 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  $\pounds$ 12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

#### 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/exportcontrols/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 *Saller*.

#### 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 sumame 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 or therwise.

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

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

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

#### 24. WINE

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

#### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

Wines lying in Bond are marked  $\Delta$ . 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

- Subject to CITES regulations when exporting these items V 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.
- Objects displayed with a w will be located in the W 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 ۸
- 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.
- 0 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 Φ 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 Policv (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www. bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

#### **APPENDIX 1**

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

- These terms govern the Contract for Sale of the Lot 1.1 by the Seller to the Buyer.
- The Definitions and Glossary contained in Appendix 1.2 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.
- 13 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.

#### SELLER'S UNDERTAKINGS 2

- 2.1 The Seller undertakes to you that:
- the Seller is the owner of the Lot or is duly authorised 2.1.1 to sell the Lot by the owner;
- save as disclosed in the Entry for the Lot in the 2.1.2 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 guiet 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.

#### DESCRIPTIONS OF THE LOT 3

- 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.
  - 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.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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The Seller does not make and does not agree 4.1 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.

#### **RISK, PROPERTY AND TITLE**

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5.1

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- 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 Buver. 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.
- Title to the *l* ot remains in and is retained by the 5.2 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

#### PAYMENT

- 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.
- 62 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.

#### COLLECTION OF THE LOT

- 71 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams
- The Seller is entitled to withhold possession from you 72 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.
- You will be wholly responsible for packing, handling 7.4 and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot
- 7.5 You will be wholly responsible for any removal, storage or other charges or Expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, Expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

#### THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*
- 9.3.2
   the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
   10.6
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liability not excluding the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
  - The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### GOVERNING LAW

11

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

#### **APPENDIX 2**

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buver'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 [<sup>AR</sup>], 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 Bonhans 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 l ot 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

#### RESPONSIBILITY FOR THE LOT

6

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

#### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or person al 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 nonconforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

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

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

#### MISCELLANEOUS

12

- 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.

#### GOVERNING LAW

13

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

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street. London W1S 1SB.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "\VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot. "Without Reserve" where there is no minimum price at which

a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

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

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

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

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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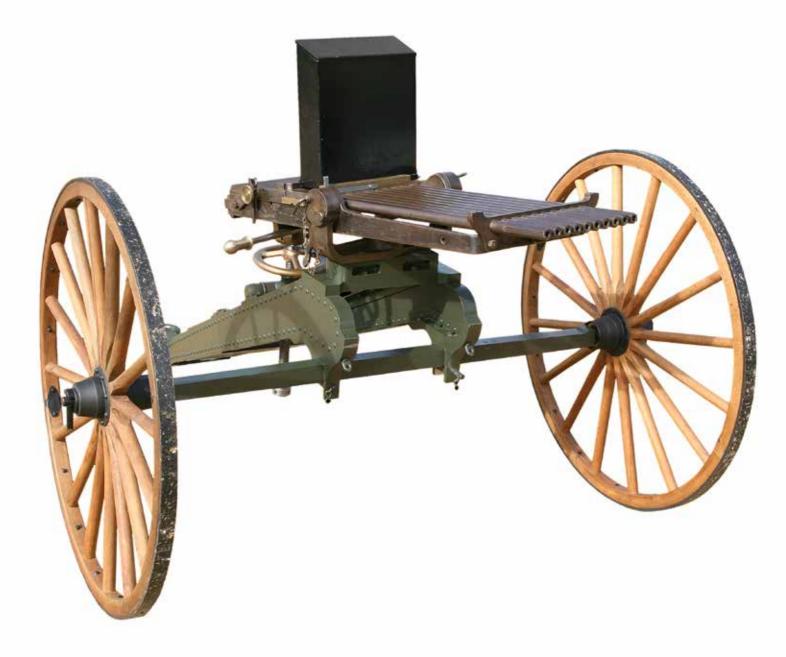
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