THE SCOTTISH SALE Wednesday 26 and Thursday 27 April 2017 Edinburgh

Bonhams



THE SCOTTISH SALE PICTURES

Wednesday 26 April 2017 at 2pm ANTIQUES AND INTERIORS

Thursday 27 April 2017 at 11am 22 Queen Street, Edinburgh

BONHAMS

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New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

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SALE NUMBER

CATALOGUE £10

CUSTOMER SERVICES

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Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 49 (detail) Back cover: Lot 58 (detail) Inside front cover: Lot 39 (detail) Inside back left: Lot 181

IMPORTANT INFORMATION The United States Government has banned the

import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.



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Please note that all furniture and large works of arts not collected before Thursday 11 May 2017 will be transferred to the Bonhams, Edinburgh warehouse – transfer & storage charges will apply.

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

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

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PROVENANCE LOTS 1-6:

John Campbell, 2nd Marquess of Breadalbane KT, PC, FRS (1796-1862) Lady Mary Campbell (1796-1862) Richard Plantagenet Campbell Temple-Nugent-Brydges-Chandos-Grenville, 3rd Duke of Buckingham and Chandos GCSI, PC, DL (1823-1889) The Right Honourable Mary Elizabeth Temple-Nugent-Brydges-Chandos-Grenville, 11th Lady Kinloss, Cl (1852-1944) Lt.-Col. The Honourable Thomas George Breadalbane Morgan-Grenville (1891-1965) Thence by decent





FOLLOWER OF NICOLAS DE LARGILLIÈRE (FRENCH, 1656-1746)

Portrait of Prince James Francis Edward Stuart, the 'Old Pretender' as a boy oil on canvas 27.5 x 24.5 cm. (10 13/16 x 9 5/8 in.)

£600 - 800 €690 - 920 US\$750 - 1,000



2

2

FOLLOWER OF ALEXIS SIMON BELLE (PARIS 1674-1734)

Half-length portrait of Prince James Francis Edward Stuart, the 'Old Pretender' wearing armour and a blue coat

oil on canvas, feigned oval 23.5 x 17.5 cm. (9 1/4 x 6 7/8 in.)

£1,500 - 2,000 €1,700 - 2,300

US\$1,900 - 2,500

Provenance:

The Bernal Collection, Earls of Breadalbane and Taymouth Castle

Exhibited

З

London, The New Gallery, *Exhibition of the Royal House of Stuart*, 1888-1889, cat.no.157

FOLLOWER OF LOUIS GABRIEL BLANCHET (PARIS 1705-1772 ROME)

Three-quarter length portrait of Prince Charles Edward Stuart, the 'Young Pretender' wearing armour oil on copper $16 \times 13.5 \text{ cm.} (65/16 \times 55/16 \text{ in.})$

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance:

The Bernal Collection, Earls of Breadalbane and Taymouth Castle

Exhibited

London, The New Gallery, *Exhibition of the Royal House of Stuart*, 1888-1889, cat.no.151

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





4 FIRMIN MASSOT (GENEVA 1766-1849)

Portrait of John Campbell, 5th Earl and 2nd Marquess of Breadalbane, seated in a mountainous landscape oil on canvas 75 x 61 cm. (29 $1/2 \times 24$ in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000

5

DUTCH SCHOOL, CIRCA 1640

Princess Margaret, and brother Robert, Stuart (children of King James VI & I) oil on canvas laid on panel $25 \times 18 \text{ cm.}$ (9 $13/16 \times 7 1/16 \text{ in.}$)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance:

The Bernal Collection, Earls of Breadalbane and Taymouth Castle

Exhibited

London, Exhibition of the Royal House of Stuart, New Gallery 1888-1889 cat.no.53



5





6 BRITISH SCHOOL, 19TH CENTURY

A Coat of Arms for the Campbells of Breadalbane oil on canvas laid down 28 x 42 cm. (11 x 16 9/16 in.)

£600 - 800 €690 - 920 US\$750 - 1,000



THE FOLLOWING 6 LOTS ARE OFFERED ON BEHALF OF THE DEAN AND CAUVIN YOUNG PEOPLE'S TRUST, EDINBURGH

7

SIR HENRY RAEBURN R.A. (STOCKBRIDGE 1756-1823 EDINBURGH)

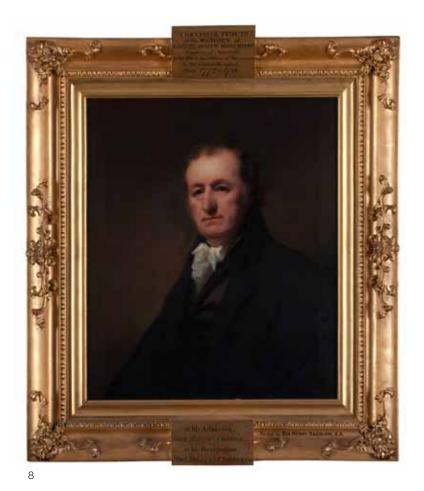
Three-quarter length portrait of Louis Cauvin in brown coat oil on canvas 89 x 70 cm. (35 1/16 x 27 9/16 in.) In 'Raeburn' Frame

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

Painted circa 1810.

Louis Cauvin (1754-1825) was a Leith-born philanthropist, teacher and farmer at Duddingston. On his death his fortune founded Cauvin's Hospital, later the Dean Orphanage, which opened in 1833 in Thomas Hamilton's fine building (now Modern 2 Gallery). The 'Dean and Cauvin Trust' is one of Edinburgh's oldest charities.

Cauvin was depicted in John Kay's etching of 1817, alongside friends Robert Kay and David Scott. It is also reported that Robert Burns and his friend, the engraver John Beugo, received French lessons in Edinburgh from M. Louis Cauvin. Burns and Cauvin had met at the Lodge Canongate Kilwinning. Cauvin was described as being 'particularly choice of dress; he was very hospitable; and a quick discerner of character.' (James Marshall, *A Winter with Robert Burns*, 1846, p.97



8 SIR HENRY RAEBURN R.A. (STOCKBRIDGE 1756-1823 EDINBURGH)

Half-length portrait of Robert Scott Moncrieff in black coat and white stock oil on canvas 74 x 61.5 cm. (29 1/8 x 24 3/16 in.)

£10,000 - 15,000 €12,000 - 17,000 US\$12,000 - 19,000

Exhibited

Glasgow, "Old Glasgow" Exhibition, 1894, cat.no.140

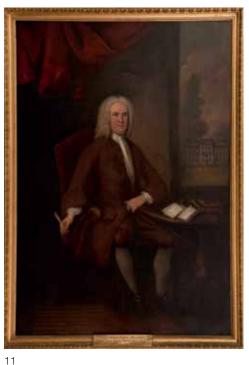
Literature

Sir Walter Armstrong, *Sir Henry Raeburn*, New York, 1901, p.109. Noted as Robert Scott Moncrieff, of Newhall, Treasurer to the Orphan Hospital, 1772-1781, but these dates would seem to refer to his father.

Raeburn also painted (circa 1814) Mrs Scott Moncrieff (National Gallery of Scotland), one of his most celebrated works and 'an icon for Raeburn and the Edinburgh society of his times' (Duncan Thomson, *Raeburn*, Scottish National Portrait Gallery, 1997, cat.no.52). Margaret died in 1824, some thirty years predeceasing her husband, and her portrait 'hung undisturbed in his dining room, through his long widowerhood' (ibid).

Robert Scott Moncrieff (circa 1770-d.1854) was an Edinburgh wine merchant, and friend of Sir Walter Scott.





9 DAVID MARTIN (ANSTRUTHER 1737-1797 EDINBURGH)

Half-length portrait of Thomas Tod holding a quill oil on canvas 91 x 71.5 cm. (35 13/16 x 28 1/8 in.)

£3.000 - 5.000 €3,500 - 5,800 US\$3,700 - 6,200

Tod was a merchant, and Treasurer of the Orphan Hospital 1781-1796.



10

10 DAVID MARTIN (ANSTRUTHER 1737-1797 EDINBURGH)

Half-length portrait of John Howard in blue coat oil on canvas 72.5 x 60.5 cm. (28 9/16 x 23 13/16 in.) In gilt exhibition frame

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Howard's (1726-1790) portrait was also engraved by Thomas Holloway, and published in 1791.

11

JOHN MEDINA (1721-1796)

Full-length portrait of Andrew Gairdner in brown coat signed 'J Medina Pinx' (lower right); bears extensive dedication and date 1775 (lower left) oil on canvas 218 x 199 cm. (85 13/16 x 78 3/8 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Literature

P. McEwan, Dictionary of Scottish Art, Woodbridge, 1994, p.398. 'One interesting feature (of the present picture), noted by Irwin, is that a building related to the sitter's interests is shown through an open window, behind the seated figure.' (ibid)

Gairdner, an Edinburgh merchant, was the originator of the Orphan Hospital, and Treasurer of the Trinity Hospital 1733-1739. He founded the institution due to his concern at the number of orphaned and destitute children in the city. The first Board of Governors read as a 'Who's Who' of the capital, and included the Principal of the University, Lord Advocate of Scotland, Lord Provost and Keeper of the Signet.





12

12 AUGUSTIN AMANT CONSTANT FIDÈLE EDOUART (FRENCH, 1789-1861)

School Room of the Old Orphan Hospital 1830 signed and dated 'Aug Edouart 1830' (lower right) cut paper silhouette on buff paper 44 x 72 cm. (17 5/16 x 28 3/8 in.) together with another similar Managers of the Orphan Hospital (2)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



14



15

OTHER PROPERTIES

13

THOMAS FAED RA HRSA (1826-1900)

The Crofter's Daughter signed and dated 'T Faed 88' (lower left) oil on panel 24 x 16.5 cm. (9 7/16 x 6 1/2 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

14

THOMAS FAED RA HRSA (1826-1900)

Lost in Thought signed and indistinctly dated 'Thomas Faed 18-' (lower right) oil on canvas $34 \times 25 \text{ cm.}$ (13 3/8 x 9 13/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

15

DAVID FARQUHARSON ARA ARSA RSW ROI (1840-1907)

Crossing the Bridge, near Inveraray signed and dated 'D Farquharson 1881' (lower left) oil on board 20 x 30 cm. (7 7/8 x 11 13/16 in.)

£600 - 800 €690 - 920 US\$750 - 1,000

Provenance

Sale; Sotheby's, Hopetoun House, 13th November 1979, lot 292





17

16 JOSEPH FARQUHARSON RA (1846-1935)

A Joyless Winter Day (version) signed with initials (lower left) oil on card 23 x 34.5 cm. (9 1/16 x 13 9/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

17 LOUIS BOSWORTH HURT (1856-1929)

Highland Cattle Watering in Mist signed 'LB Hurt' (lower right) oil on panel 24 x 44 cm. (9 7/16 x 17 5/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700



(detail)

18 SIR DAVID WILKIE, RA (1785-1841)

Reading the Will: Finished Sketch indistinctly signed and dated 'D. Wilkie 1819' (lower left) oil on panel $30 \times 37 \text{ cm.} (12 \times 14 \text{ } 1/2 \text{ in.})$

£25,000 - 35,000 €29,000 - 40,000 US\$31,000 - 44,000

Provenance

John Townsend Purchased for £315 by John Naylor of Liverpool and Leighton Hall, by 1854. His significant collection included other works by Wilkie, Turner and Landseer. Thence by family descent.

Exhibited

The British Institution, 1821, cat.no.17

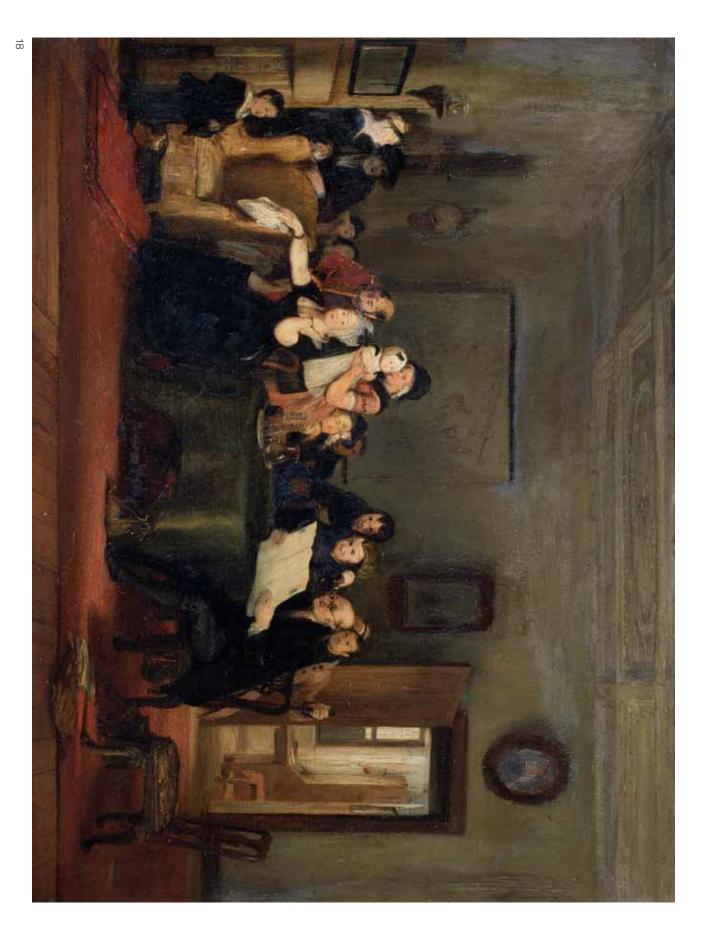
This picture relates to *Reading the Will*, commissioned by the King of Bavaria and still held in the New Pinakothek, Munich.

Born at Cults in Fife, Sir David Wilkie achieved international fame as one of the foremost British artists of the 19th Century. He was particularly celebrated for his genre paintings, which come rarely to the market. This is an archetypal (and timeless) theme for Wilkie, giving free reign to his unerring eye for vivid humour and incident.

Wilkie wrote Townsend in January 1820

"The little picture of the Will I have worked upon very much since I had the pleasure of seeing you, and have completed it so much, both in finishing the parts and in giving solidity to its general effect that it may no longer be considered as a sketch."

We are very grateful to Hamish Miles for assistance in cataloguing this lot.



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20

19 THOMAS FAED RA HRSA (1826-1900)

From Hand to Mouth signed and dated 'Thomas Faed 1876' (lower left) oil on canvas 44.5 x 57.5 cm. (17 1/2 x 22 5/8 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$8,700 - 12,000

20

SIR JOSEPH NOEL PATON RSA (1821-1901) The Entombment

signed with initials 'J.N.P.' (lower left) and dated indistinctly 'April/59, May/...' (lower right); further extensively inscribed and dated '1859' (on a label verso) oil on board $16 \times 24.5 \text{ cm.}$ (6 5/16 x 9 5/8 in.) (arched top)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance

Miss Peggy McNab, 15 July 1917





23

21 **ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-**1936)

Sketch for In Time of Peace (1888) signed 'R Gemmell Hutchison' (lower left) oil on canvas 50 x 40 cm. (19 11/16 x 15 3/4 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

22 **ROBERT PAYTON REID ARSA (1859-1945)** A Lovers' Tryst signed and dated 'R Payton Reid 1910' (lower right)

oil on canvas 107 x 61 cm. (42 1/8 x 24 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

23 WILLIAM SIMSON (1800-1847) The Goat Herd's Cottage oil on panel 19.9 x 31 cm. (7 13/16 x 12 3/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

Provenance With Bourne Fine Art, Edinburgh With Abbott and Holder, London

A Study for Goat Herd's Cottage, 1832 (National Gallery of Scotland).



24 **ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936)** Music by the Sea signed 'Gemmell Hutchison' (lower right) oil on canvasboard 26 x 36 cm. (10 1/4 x 14 3/16 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000



25 **ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936)** Watching the Boats signed 'Gemmell Hutchison' (lower left) oil on board 22 x 30 cm. (8 11/16 x 11 13/16 in.)

£8,000 - 12,000 €9,200 - 14,000 US\$10,000 - 15,000

Provenance John L Kyd Collection



26 * ARTHUR MELVILLE ARSA RSW ARS (1855-1904)

Two Mowers (1880) inscribed and dated (verso) by George Melville, the artist's nephew oil on canvas $31 \times 46 \text{ cm}$. (12 3/16 x 18 1/8 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Provenance The Artist's Studio Private Collection, Canada

Literature AE Mackay, Arthur Melville, Leigh on Sea, 1951. Possibly cat. no. 395

Probably painted in Egypt in 1880.



27 AR JOHN DUNCAN FERGUSSON RBA (1874-1961)

Paris Plage signed, titled and dated 'J D Fergusson/Paris Plage 1902' (verso) oil on panel 26 x 21.7 cm. (10 1/4 x 8 1/2 in.)

£40,000 - 60,000 €46,000 - 69,000 U\$\$50,000 - 75,000

Provenance

Madame Autan-Lejeune Duncan Miller Fine Arts Private Collection, U.K.

Fergusson spent several painting holidays in the elegant resort of Paris Plage/Le Touquet in the early 1900s.



27 (recto)



27 (verso)

27A

GEORGE LESLIE HUNTER (1877-1931) Largo Harbour

signed 'L. Hunter' (lower right) oil on panel 15.3 x 20.9 cm. (6 x 8 1/4 in.) Another painting verso, of figures on the beach by the Crusoe Hotel, Largo

£20,000 - 30,000 €23,000 - 35,000 US\$25,000 - 38,000

Provenance

With Duncan Miller, 1995, where acquired by the present owner Private Collection, U.K.



28

EDWARD ATKINSON HORNEL (1864-1933)

Gathering Primroses signed and dated 'EA Hornel 1906' (lower right) oil on canvas 64 x 76 cm. (25 3/16 x 29 15/16 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$25,000 - 37,000





30

29 AR

HANS HANSEN, RSW (1853-1947)

Piccadilly Circus signed 'Hans Hansen' (lower right) watercolour 51 x 74 cm. (20 1/16 x 29 1/8 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

30 AR

CHARLES OPPENHEIMER RSA RSW (1876-1961) On Speyside signed 'CHARLES OPPENHEIMER' (lower right) watercolour

28 x 38 cm. (11 x 15 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



31 AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931)

Black Cat (Sophie) and Flowers signed and dated 'Elizabeth Blackadder 1987' (lower left) watercolour 19 x 34 cm. (7 1/2 x 13 3/8 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000



32 AR **DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931)** Cats and Poppies signed and dated 'Elizabeth V Blackadder 1987' (lower left)

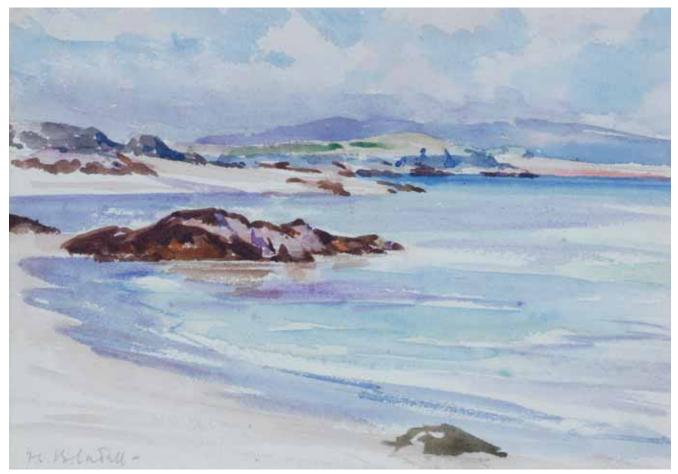
watercolour 58 x 77 cm. (22 13/16 x 30 5/16 in.)

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000



33 AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931) Tortoiseshell, Lilies and Iris signed and dated 'Elizabeth V Blackadder 1984' (lower left) watercolour 28 x 38 cm. (11 x 14 15/16 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000



34 FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)

Beach scene, Iona (Traigh Ban Nam Mannach) signed 'F.C.B. Cadell' (lower left) watercolour 17 x 24.5 cm. (6 3/4 x 9 3/4 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$8,700 - 12,000

Provenance With Ewan Mundy Fine Art, Glasgow



35 AR **STANLEY CURSITER CBE RSA RSW (1887-1976)** Raekirck, Hoy, Orkney signed and dated 'Stanley Cursiter 1924' (lower left)

watercolour 24.2 x 34.3 cm. (9 1/2 x 13 1/2 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Provenance With Bourne Fine Art, Edinburgh

36 GEORGE LESLIE HUNTER (1877-1931)

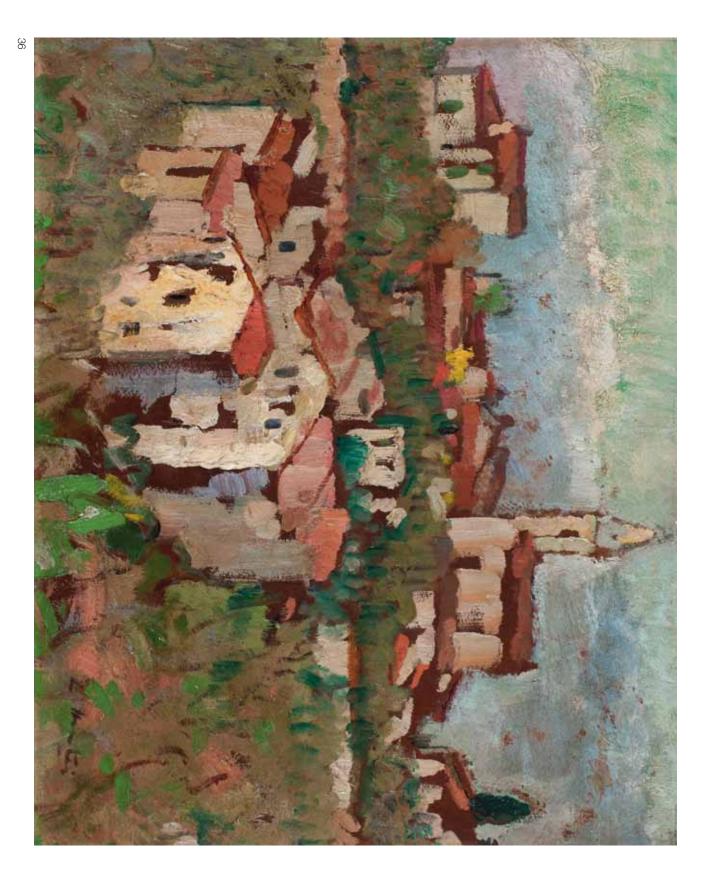
Hill Town, Côte d'Azur signed 'L Hunter' (lower right) oil on board 40.5 x 50.5 cm. (15 15/16 x 19 7/8 in.)

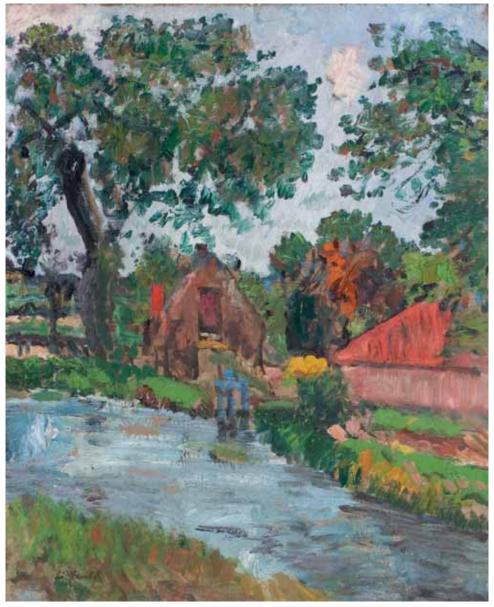
£40,000 - 60,000 €46,000 - 69,000 US\$50,000 - 75,000

Provenance

Sale; Phillips, Edinburgh, Dec 4, 1981, lot 80

Painted in the mid 1920s, when Hunter was living in St Paul de Vence. He worked extensively there, and along the coast at sites including Villefranche, Juan les Pins, Cassis and St Tropez.



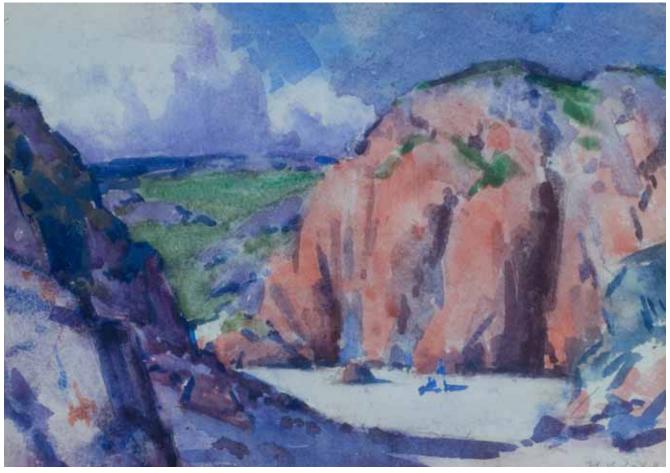


37 **GEORGE LESLIE HUNTER (1877-1931)** The Mill Dam signed 'L Hunter' (lower left) oil on canvas 69 x 56 cm. (27 3/16 x 22 1/16 in.)

£40,000 - 60,000 €46,000 - 69,000 US\$50,000 - 75,000

Provenance With W.B. Simpson, Glasgow

Painted circa 1920, probably at Ceres in Fife, this was a favoured and recurring theme. For comparison see W. Smith, *Hunter Revisited*, Edinburgh, 2012, pl.71



38 **FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)** Port Bhan, Iona signed 'FCB Cadell' (lower right) watercolour 12 x 17 cm. (4 3/4 x 6 11/16 in.)

£5,000 - 8,000 €5,800 - 9,200 US\$6,200 - 10,000

SAMUEL JOHN PEPLOE RSA (1871-1935)

The Terrace, Cassis signed 'peploe' (lower left) oil on panel 32 x 40 cm. (12 5/8 x 15 3/4 in.)

£60,000 - 80,000 €69,000 - 92,000 US\$75,000 - 100,000

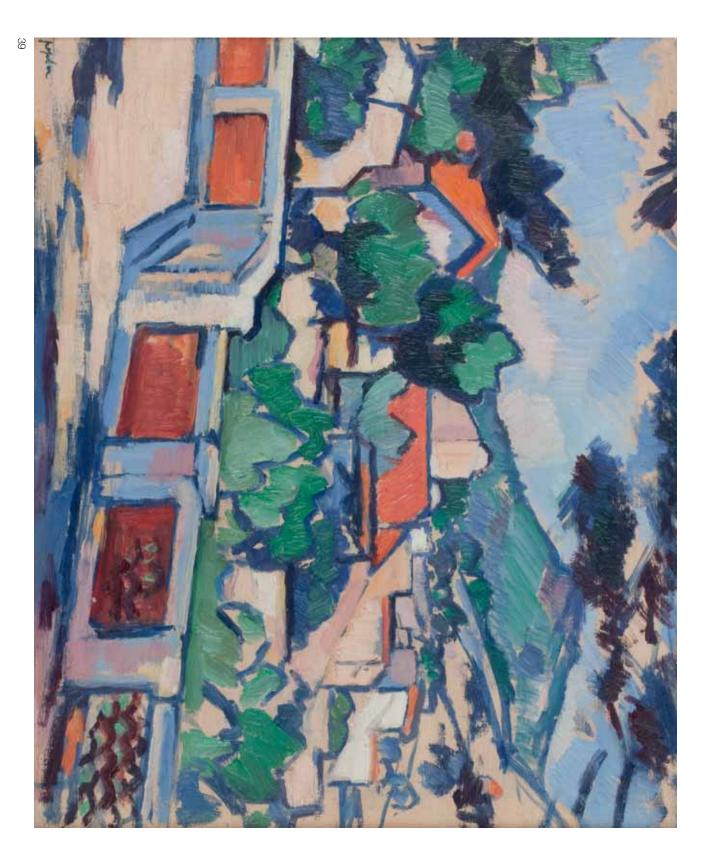
Provenance

A gift from Mrs Peploe Thence by family descent

Painted circa 1913.

Peploe visited Cassis at the invitation of his friend, JD Fergusson, and the picturesque town inspired a group of works which are pivotal to his development. The sun and light led to a brighter palette, and the form of the town itself to more prominent design and structure. This is a more unusual perspective for him, painted above the town and looking over the gardens to explore the visual tension between nature and man-made form.

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42

40 AR **JOHN DUNCAN FERGUSSON RBA (1874-1961)** Nude pencil and watercolour 16 x 10cm. (6 5/16 x 3 15/16in.)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

Provenance With Paul Haves Gallery Per

With Paul Hayes Gallery, Perthshire

41

GEORGE LESLIE HUNTER (1877-1931) The Summer Bonnet

ink and crayon 27 x 25 cm. (10 5/8 x 9 13/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

42

SAMUEL JOHN PEPLOE RSA (1871-1935)

Baby Willy in his bath signed with initials (lower left) conté 21 x 14.5 cm. (8 1/4 x 5 11/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500





44

43 AR **JOHN DUNCAN FERGUSSON RBA (1874-1961)** Torso conté 20.5 x 12 cm. (8 1/16 x 4 3/4 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

Provenance With Ewan Mundy Fine Art, Glasgow

 $_{44}\,\mathrm{AR}$

JOHN DUNCAN FERGUSSON RBA (1874-1961) Woman with Chignon conté 14.5 x 11 cm. (5 11/16 x 4 5/16 in.)

£1,200 - 1,500 €1,400 - 1,700 US\$1,500 - 1,900

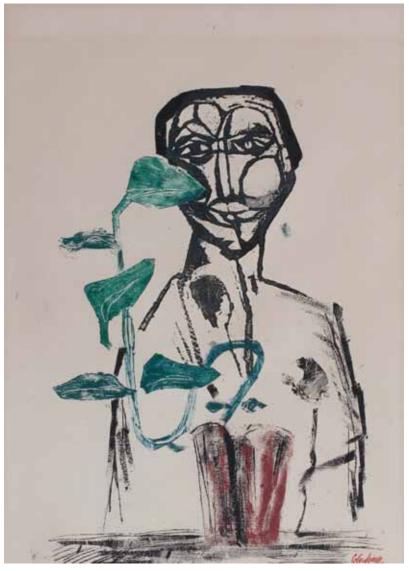
Provenance With Ewan Mundy Fine Art, Glasgow

45 AR **JOHN DUNCAN FERGUSSON RBA (1874-1961)** The Fruit Basket pencil 24.5 x 19 cm. (9 5/8 x 7 1/2 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



45



46 AR ROBERT COLQUHOUN (1914-1962)

Figure with Potted Plant no.1 signed 'Colquhoun' (lower right) colour monotype 53 x 40 cm. (20 7/8 x 15 3/4 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

Provenance

Gilbert Wood, Middlesex

Exhibited

London, The Parton Gallery, *New Drawings by Robert Colquhoun*, Oct-Nov 1957, cat.no.7 London, The Whitechapel Art Gallery, *Robert Colquhoun, an Exhibition of Paintings Drawings and Prints, from 1942 to 1958*, Mar-May 1958, cat.no.238





48

47 AR SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973)

Edge of the Wood Winter signed and dated 'WG Gillies/1936' (lower right) watercolour 51 x 61 cm. (20 1/16 x 24 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Exhibited: Edinburgh, Aitken Dott Festival Exhibition, 1963

48 AR JOAN EARDLEY RSA (1921-1963)

Street Scene bears studio number 'ED5131' (lower right); further annotated throughout ink and wash 14 x 22.3 cm. (5 1/2 x 8 3/4 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance With Roland, Browse & Delbanco, London



49 AR

STANLEY CURSITER CBE RSA RSW (1887-1976)

Apple green signed and dated 'Stanley Cursiter 1925' (lower left) oil on canvas 100 x 126 cm. (39 3/8 x 49 5/8 in.) in original gilt exhibition frame

£100,000 - 150,000 €120,000 - 170,000 US\$120,000 - 190,000

Provenance

Purchased by the owner's father in the 1920s

Exhibited

London, The Royal Academy, 1925, cat.no.183 Bristol, 1925 (label fragments verso) The Royal Glasgow Institute, 1926, cat.no.287 (£300) Edinburgh, The Royal Scottish Academy, 1929, cat.no.250

This rediscovered picture is one of Cursiter's most significant exhibition pieces, and features his favoured model Poppy Low at his home in Royal Circus, Edinburgh, the year he took up the post as Keeper of the National Galleries of Scotland. The sheet music would have belonged to his wife Phyllis, an accomplished violinist. The price of £300 was among his most expensive exhibited pictures to date, equal only to *House of Cards* (Tankerness Museum, Orkney). *One Summer's Day* (£315) is said to have been destroyed by the artist. Other major figure paintings of the period included *Dolce far Niente* (Paisley Museum) and *Girl with a Pewter Jug* (Hunterian Museum, Glasgow)







51

50 AR JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008) Seafront, Trouville signed and dated 'Houston/1980' (lower left) oil on canvas 55.6 x 55.6 cm. (21 7/8 x 21 7/8 in.)

£2,500 - 4,000 €2,900 - 4,600 US\$3,100 - 5,000

Provenance

With Mercury Gallery, London, 27 October 1981

51 AR

JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)

Promenade, Dieppe signed and dated 'Houston/1981' (lower right); further signed, titled and dated (on the stretcher) oil on canvas 71.2 x 76.2 cm. (28 1/16 x 30 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Provenance

With Mercury Gallery, London, 27 October 1981

52 AR JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)

Three Women, Deauville signed 'Houston' (lower right); further signed, titled and dated '1980-81' (on the stretcher) oil on canvas 30.5×35.6 cm. (12×14 in.)

£1,500 - 2,500 €1,700 - 2,900 US\$1,900 - 3,100

Provenance

With Mercury Gallery, London, 27 October 1981

53 AR

JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)

Beach, Trouville signed and dated 'Houston/1980' (lower left); further signed, titled and dated (on the stretcher) oil on canvas 20.6 x 30.5 cm. (8 1/8 x 12 in.).

£1,500 - 2,500 €1,700 - 2,900 US\$1,900 - 3,100

Provenance With Mercury Gallery, London, 27 October 1981



52



53



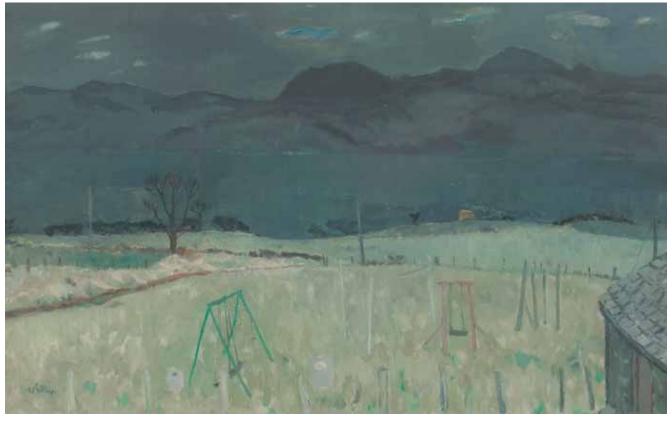
54 AR ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-1965) St. Monans, Fife

signed 'Anne Redpath' (lower right) charcoal, wash and gouache 50.3 x 62.2 cm. (19 13/16 x 24 1/2 in.) Executed in 1952

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Provenance

With Mercury Gallery, London, 8 January 1981



55 AR SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973) Rain over Arran signed 'WG Gillies' (lower left); further signed and titled to artist's label (verso) oil on canvas 76 x 115 cm. (29 1/8 x 44 7/8 in.)

£10,000 - 15,000 €12,000 - 17,000 US\$12,000 - 19,000

Provenance With Aitken Dott, Edinburgh

Exhibited

Edinburgh, The Royal Scottish Academy, 1972, cat.no.219



56 AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931) White Still Life

signed and dated 'EV Blackadder 73' (lower left); further signed, titled and dated (to stretcher) oil on canvas 102 x 152 cm. (40 3/16 x 59 13/16 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000



57 AR ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-1965) The White Begonia

signed 'Anne Redpath' (lower left) oil on canvas 87 x 112 cm. (34 1/4 x 44 1/8 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$25,000 - 37,000

Exhibited Society of Scottish Artists, 1962, cat.no 3403 Lillie Art Gallery Milngavie

Cordelia Oliver, biographer of Joan Eardley, observed in a contemporary review for *The Guardian*: "Anne Redpath has this year sent one of her big still lifes painted you would think with pieces of molten glass, so jewel like are her deep blues"

58 AR

JOAN EARDLEY RSA (1921-1963)

Flowers between Cornfields signed 'Eardley' (lower left) oil and grasses on board 102 x 120 cm. (40 3/16 x 47 1/4 in.) Studio Inventory no.EE269

£60,000 - 80,000 €69,000 - 92,000 US\$75,000 - 100,000

Exhibited

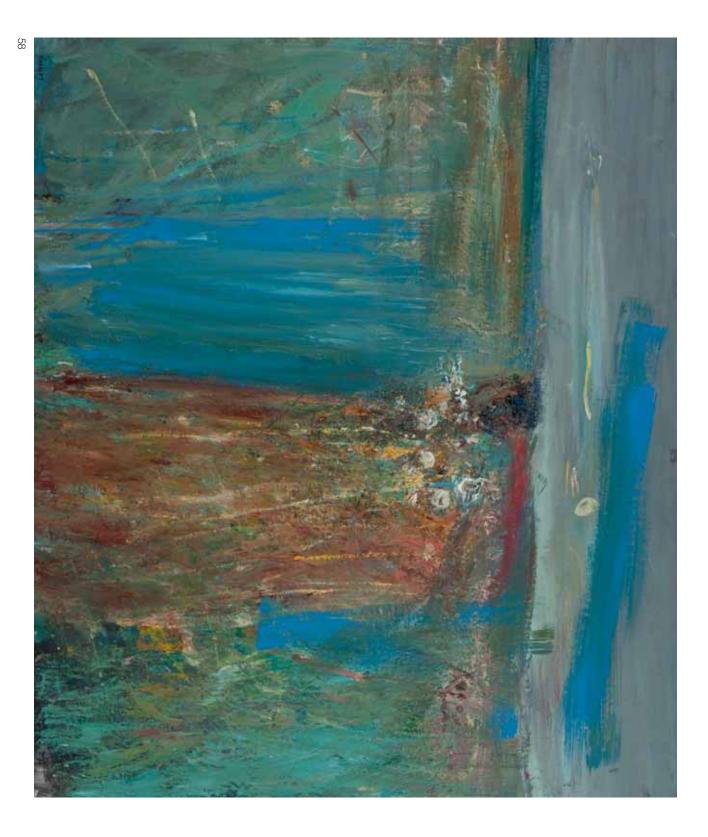
Edinburgh, Aitken Dott, Festival Exhibition, 1964, cat.no.11

Painted at Catterline in 1960

Eardley described her working methods thus:

'When I'm painting in the north east - I hardly ever move out of the village. I hardly ever move from one spot. I find the more I know the place, the more I know the particular spot, the more I find to paint in that particular spot...I very often find I'll take my paints to a certain place that has moved me and I'll begin to paint there and I find perhaps by the end of the summer I haven't moved from that place - my paintings are still there and I've worn a kind of mark in the ground and I leave my paints there overnight and I seem to build up a sort of table and...a studio seems to have arrived outside' (F. Pearson, *Joan Eardley*, National Galleries of Scotland, 2009, p.55).

Eardley was particularly attracted to the untended borders between fields, where the wild flowers grew, and the present picture recalls contemporary paintings *Summer Fields* and *Harvest* (ibid, pl.60-61). Her mixed media works on board encompass traditional oil paint, boat paint and a natural collage of grasses and seeds collected on the spot. The subject is rendered with a palette knife, and scored with the end of a brush.

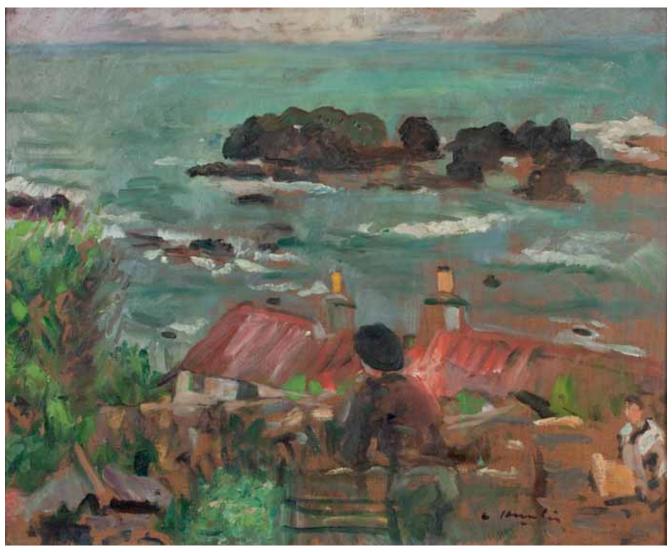




59 ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936) In Sight of Jura

oil on canvasboard 48.5 x 58 cm. (19 1/8 x 22 13/16 in.)

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 22,000



60 **GEORGE LESLIE HUNTER (1877-1931)** Above Largo Bay signed 'L Hunter' (lower right) oil on canvas 56 x 68.5 cm. (22 1/16 x 26 15/16 in.)

£8,000 - 12,000 €9,200 - 14,000 US\$10,000 - 15,000

61 AR JOHN BELLANY CBE RA HRSA LLD(LON) (1942-2013)

Sunset Song signed and titled 'Bellany/Sunset Song' (lower right); further signed, dated and titled to canvas (verso) oil on canvas 209 x 220 cm. (82 5/16 x 86 5/8 in.)

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

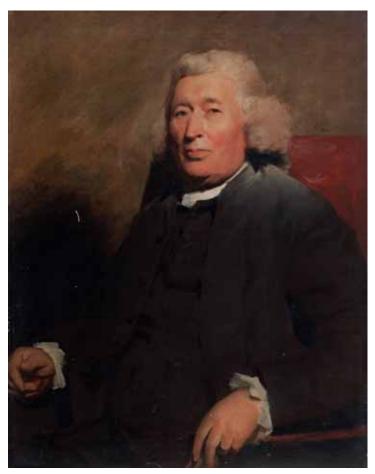
Exhibited

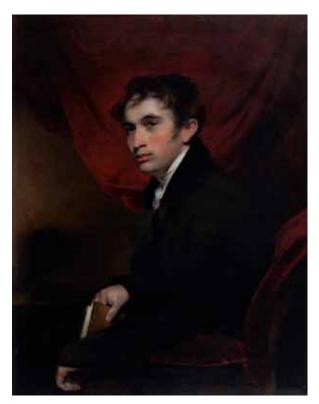
Berlin, Raab Gallery, John Bellany, May-June 1990

Literature

John McEwen, *John Bellany*, Edinburgh/London, 1994, ill. p. 172. " 'As you get older you think: "Painting's just about feeling". Rembrandt, Van Gogh - that's what they're all about,' Bellany remarked, while selecting illustrations for this book. This is overwhelmingly true of *Sunset Song*, painted in 1991 in commemoration of his mother's death two years before. Driving back from Eyemouth on the day of the funeral he had witnessed a superb sunset which he incorporates into a torrid threnody." (McEwen, pp. 167-168)







62 SIR HENRY RAEBURN R.A. (STOCKBRIDGE 1756-1823 EDINBURGH) Half-length portrait of Alexander MacDougall oil on canvas

87 x 67 cm. (34 1/4 x 26 3/8 in.)

£10,000 - 15,000 €12,000 - 17,000 US\$12,000 - 19,000

63

SCOTTISH SCHOOL, 19TH CENTURY

Half-length Portrait of John MacDougall oil on canvas 89 x 69.5 cm. (35 1/16 x 27 3/8 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200





65



SAMUEL BOUGH RSA (1822-1878)

(Possibly) The Water of Leith signed and dated 'Sam Bough 1859' (lower left) oil on canvas 33.5 x 64.5 cm. (13 3/16 x 25 3/8 in.)

£3,000 - 5,000

€3,500 - 5,800 US\$3,700 - 6,200

65

GEORGE SMITH, RSA (1870-1934)

Islanders, possibly emigrants signed 'Smith' (lower right) oil on canvas 64 x 76 cm. (25 3/16 x 29 15/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

66

WILLIAM KENNEDY (1859-1918)

A Rest from Manoeuvres signed 'William Kennedy' (lower left) oil on canvas 40 x 61 cm. (15 3/4 x 24 in.)

£1,800 - 2,500 €2,100 - 2,900 US\$2,200 - 3,100

67 WILLIAM MARSHALL BROWN RSA RSW (1863-1936)

Fisherfolk, probably Berwickshire signed and dated 'Marshall Brown/1905' (lower right) oil on board 34.5 x 24.5 cm. (13 9/16 x 9 5/8 in.)

£700 - 1,000 €810 - 1,200 US\$870 - 1,200



66



67





68

THOMAS MILLIE DOW RSW (1848-1919)

The Coming of Spring signed with initials (lower right) watercolour 54 x 38.5 cm. (21 1/4 x 15 3/16 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Provenance With Ewan Mundy Fine Art, Glasgow

69 AR

STANLEY CURSITER CBE RSA RSW (1887-1976)

Three quarter length portrait of Lady Nina Fraser in blue gown signed 'Stanley Cursiter' (lower right) oil on canvas 125 x 100 cm. (49 3/16 x 39 3/8 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Sir John Fraser Bt, KCVO, MC, Honorary Surgeon Scotland to King George V, commissioned this portrait of his wife in 1939 to commemorate an anniversary. This lot includes a letter to Sir John from Stanley Cursiter about the commission.



70

WILLIAM MCTAGGART RSA RSW (1835-1910)

Children at Harvest Time signed and dated 'W McTaggart 1893' (lower left) oil on canvas 64 x 73.5 cm. (25 3/16 x 28 15/16 in.)

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 22,000



71 LOUIS BOSWORTH HURT (1856-1929)

Highland Cattle, Isle of Skye signed 'LB Hurt' (lower right) oil on canvas 91.5 x 152.5 cm. (36 x 60 1/16 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$25,000 - 37,000

Provenance

With Richard Green, London Sale; Bonhams, *The Scottish Sale: To Include Four Scottish Colourists*, August 31, 2011, lot 1073 (sold for £26,000)



72 WILLIAM MCTAGGART RSA RSW (1835-1910)

Happy Hours signed and dated 'W McTaggart/1886' (lower right) oil on canvas 46 x 66 cm. (18 1/8 x 26 in.)

£5,000 - 7,000 €5,800 - 8,100 US\$6,200 - 8,700

Provenance

Mrs John McTaggart, Helensburgh Sale; Sotheby's, London, August 30, 2000, lot 1256 (£30,000) Private Collection, UK

Literature

Sir James Caw, *William McTaggart, A Biography and Appreciation*, James Maclehose & Sons, Glasgow, 1917, p.256

Probably painted at Carnoustie, this picture recalls other contemporary subjects of children at harvest-time such as *Corn in the Ear*.

73

WILLIAM MCTAGGART RSA RSW (1835-1910)

Spring, The Railway Cutting, Broomieknowe (1893) oil on canvas 65 x 44 cm. (25 9/16 x 17 5/16 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000

Provenance

The Artist's Trustees

Literature

Sir James Caw, *William McTaggart, A Biography and Appreciation,* James Maclehose & Sons, Glasgow, 1917, p.266

Painted near the artist's home, Dean Park, Lasswade on the outskirts of Edinburgh.



73



74

74 AR **PAT DOUTHWAITE (1934-2002)** Purple coat

signed and dated 'Douthwaite 73' (upper left) oil on canvas 149 x 148 cm. (58 11/16 x 58 1/4 in.)

£5,000 - 7,000 €5,800 - 8,100 US\$6,200 - 8,700

Exhibited

Liverpool, Moore Liverpool Exhibition, 1976, nn.



75

75 AR

JACK VETTRIANO OBE HON LLD (BORN 1951)

Seaside Sharks signed 'VETTRIANO' (lower left) oil on canvas 51 x 51 cm. (20 1/16 x 20 1/16 in.)

£15,000 - 25,000 €17,000 - 29,000 US\$19,000 - 31,000

Provenance

Sale; Sotheby's, London, 18 April 2005, lot 225 sold for £50,000

Exhibited

Newcastle, Corrymella Scott Gallery, *Summers Remembered*, 12 November - 3 December 1993, n.no.

Literature

A. Quinn and T. Rawstorne, Jack Vettriano, London, 2004, illustrated on p. 37

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77

76 AR

DAVID MCCLURE RSA RSW RGI (1926-1998)

The Spanish Fisherman signed and dated 'DM Clure 55' (lower left) oil on board 101 x 126 cm. (39 3/4 x 49 5/8 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

Exhibited Edinburgh, Scottish National Gallery of Modern Art, April-May 1955

77 AR

DAVID MCCLURE RSA RSW RGI (1926-1998) St. Monans

oil on board 60 x 75 cm. (23 5/8 x 29 1/2 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance The Estate of David McClure, RSA



78 AR SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973) Near Broughton signed 'WG Gillies' (lower left) oil on board 41 x 72 cm. (16 1/8 x 28 3/8 in.)

£2,500 - 3,500 €2,900 - 4,000 US\$3,100 - 4,400

79 AR

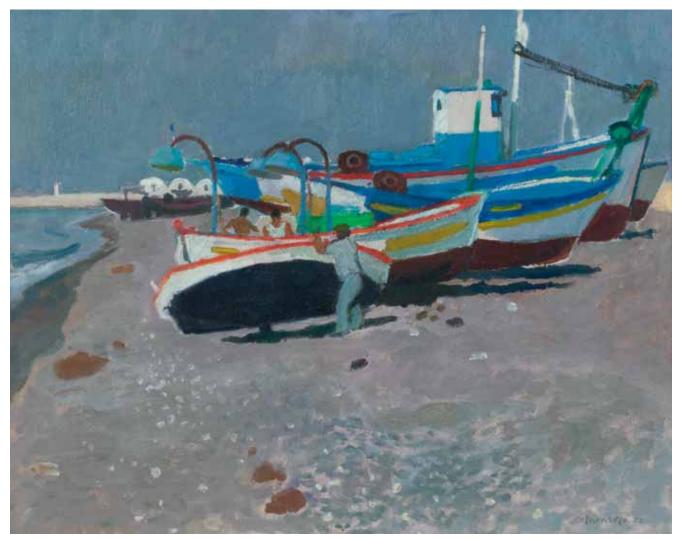
JAMES F T MORRISON RSA RSW LLD (BORN 1932)

Grampians in the Distance signed and dated 'Morrison 1977' (lower right) oil on board 62 x 102 cm. (24 7/16 x 40 3/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance With The Thackeray Gallery, London





80 AR ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV (1917-1998)

Mending Fishing Boats signed and dated 'Morrocco 82' (lower right) oil on board 50 x 60 cm. (19 11/16 x 23 5/8 in.)

£10,000 - 15,000 €12,000 - 17,000 US\$12,000 - 19,000

Provenance With The Thackeray Gallery, London, 1983





82

81 AR **JOHN BOYD RP RGI (1940-2001)** The Reader signed 'Boyd' (lower left) oil on canvas 58 x 50 cm. (22 13/16 x 19 11/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500 82 AR **ALEXANDER GOUDIE (1933-2004)** Neptune signed 'Goudie' (lower right) mixed media on ceramic tiles 59.5 x 79.5 cm. (23 7/16 x 31 5/16 in.) overall

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500





₈₃ AR

DAVID MCLEOD MARTIN RSW RGI SSA (BORN 1922)

Still Life of Flowers signed 'David M. Martin' (lower right) oil on board 45 x 34 cm. (17 11/16 x 13 3/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900

84 AR SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981) A Summer Bouquet signed 'W. MacTaggart' (lower left)

oil on board 60 x 39 cm. (23 5/8 x 15 3/8 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Exhibited

Edinburgh, Aitken Dott, May 1977, cat.no.79

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86

₈₅ AR

JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008)

Flowers and Bird signed and dated 'John Houston '58' (lower left) gouache and mixed media $66 \times 100 \text{ cm.}$ ($26 \times 39 \text{ 3/8 in.}$)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

86 AR SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992)

Pears and Gourds signed 'Robin Philipson' (to backboard); titled to artist's label (verso) mixed media 20 x 25 cm. (7 7/8 x 9 13/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500





88

87 AR

JACK VETTRIANO OBE HON LLD (BORN 1951)

Handsome Lazy Waiter signed 'Vettriano' (lower right) oil on canvasboard 50.5 x 61 cm. (19 7/8 x 24 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$8,700 - 12,000

Exhibited: Edinburgh, Solstice Gallery, November 1990

88 AR

JOHN BELLANY CBE RA HRSA LLD(LON) (1942-2013) Head of a Woman signed 'Bellany' (lower left) oil on canvas

oil on canvas 73 x 58 cm. (28 3/4 x 22 13/16 in.)

£2,500 - 4,000 €2,900 - 4,600 US\$3,100 - 5,000

89 - 99 No lots

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hopelos

THE SCOTTISH SALE DAY TWO Thursday 27 April 2017 at 11am









100 A VICTORIAN SCOTTISH GEM-SET BANGLE

The tapered and hinged bangle set to the front with three oval-cut citrines each within an engraved claw setting, and spaced by varicoloured agate inlaid between engraved foliate decoration, the back bangle with scrolling engraving, mounted in gold, *inner width 56mm*

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

101

A VICTORIAN SCOTTISH AGATE BROOCH

Of circular form entering on a cross, with engraved Celtic motifs and bead detailing, set with vari-coloured agate plaques, mounted in gold, *diameter 38mm*

£300 - 500 €350 - 580 US\$370 - 620

102

A VICTORIAN SCOTTISH GEM-SET BROOCH

Set centrally with a circular-cut citrine, to a raised scroll setting, framed by an engraved surround further set with circular-cut garnets, citrines and amethysts, mounted in gold, *diameter 44mm*, to a fitted case retailed by James Robertson & Son, Princes Street, Edinburgh

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

103 A VICTORIAN SCOTTISH GEM-SET BROOCH

Set centrally with a circular-cut citrine, to a raised scroll setting, framed by an engraved surround further set with circular-cut citrines, amethysts and garnets, mounted in gold, *diameter 45mm*

£500 - 700 €580 - 810 US\$620 - 870

104

TWO VICTORIAN SCOTTISH GEM-SET BROOCHES

Of typical form with pronounced triangular claws, one set with an ovalcut citrine, the other with a cushion-cut amethyst, both mounted in gold, *widths 29 and 40mm* (2)

£400 - 600 €460 - 690 US\$500 - 750



A VICTORIAN SCOTTISH AMETHYST BROOCH

Set centrally with a hexagonal-cut amethyst, within a pierced surround of geometric design, with wirework detailing, *width 38mm, to original fitted case retailed by Fielden, Dunfermline*

£250 - 300 €290 - 350 US\$310 - 370

106 A SCOTTISH 9CT GOLD LUCKENBOOTH BROOCH, BY JOHN HART, EDINBURGH 1978

Of crowned twinned hearts design, set with an oval-cut paste, *length* 45mm, stamped IONA, makers mark JH

£250 - 300 €290 - 350 US\$310 - 370

107

A VICTORIAN SCOTTISH SMOKY CITRINE BROOCH

Set centrally with a circular-cut smokey citrine, with a half-pearl to each cardinal point, within a stylised surround with fleur-de-lys accents, *width 41mm, pearls untested*

£400 - 600 €460 - 690 US\$500 - 750

108

A REGIMENTAL SWEETHEART BROOCH FOR THE SEAFORTH HIGHLANDERS

Of conventional form, with personal inscription to the reverse, *length* 33mm

£250 - 350 €290 - 400 US\$310 - 440

109

A CITRINE BROOCH

Formed as an oval-cut citrine between a pair of antlers, mounted in 9ct gold, *length 45mm*

£250 - 300 €290 - 350 US\$310 - 370





A VICTORIAN SCOTTISH GRANITE BANGLE AND BROOCH

The bangle mounted in silver, with alternating red and grey granite inlaid panels, *inner width 55mm*, the brooch of bar form with elliptical motif, also inlaid in red and grey granite, *width 58mm*, *with engraved initials to back* (2)

£300 - 500 €350 - 580 US\$370 - 620

111

THREE SCOTTISH GEM-SET BROOCHES

Comprising a Victorian example of open circular twist form set with grey agate, an example set with brown banged agate to a scroll design frame and a 20th century example set with paste and agate, *widths 40 - 77mm*

£300 - 500 €350 - 580 US\$370 - 620

112 A 1970S COPPER AND ENAMEL BUCKLE, BY JOHN LEMAN

Decorated with various-colour enamels in a Celtic design, *total width 10cm, signed 'John Leman'*

£250 - 300 €290 - 350 US\$310 - 370

John Leman appears to have worked in Aboyne, Aberdeenshire, in the 1970s.

113

A COLLECTION OF SCOTTISH PEBBLE JEWELLERY

To include two circular brooches, one of open-work form, the other with central paste, both set with vari-coloured hardstones, an anchor brooch, a bracelet with engraved metal and hardstone panels, a dirk kilt pin etc (8)

£300 - 400 €350 - 460 US\$370 - 500

114

A COLLECTION OF SCOTTISH JEWELLERY

Including a necklace set with reeded panels of agate, two brooches set with granite, etc.

£400 - 600 €460 - 690 US\$500 - 750





115_

AN EARLY 19TH CENTURY ENAMEL MEMORIAL RING FOR JOHN RENNIE

The broad band with central black enamel panel and motto 'IN MEMORY OF' between a border of foliate motifs, engraved to the interior with ' John Rennie Esq. Ob, 4 Oct, 1821, At 60', *size M, damages*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

John Rennie is widely regarded as one of Scotland's greatest engineers. Born in East Lothian in 1761, he was indicted into the Scottish Engineering Hall of Fame in 2014. Rennie was responsible for such important Scottish projects as development of the East and West Docks at Leith which put the port on the maritime map. In Scotland his other projects include the Bell Rock Lighthouse near Arbroath, Greenock Docks and the Musselburgh and Kelso bridges. Further afield, he was involved with Plymouth breakwater, Liverpool Docks, and the old Waterloo and London Bridges. Rennie is buried in St Paul's Cathedral, London. 116 A VICTORIAN SCOTTISH AGATE AND MALACHITE BRACELET Formed as series of alternating square and cross shaped plaques,

each set to one side with vari-coloured agates and to the other side with malachites, with engraved scrolling decoration, mounted in gold, *length 21cm, to original fitted case*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500











OF JACOBITE INTEREST: AN 18TH CENTURY ENAMEL RING SET WITH A CAMEO PORTRAIT OF PRINCE CHARLES EDWARD STUART, CIRCA 1750

Set with a rock crystal covering a yellow metal disc depicting Prince Charles Edward Stuart in profile, all to a pinched-collet closed-back setting, the reverse reeded and set with a glazed locket compartment, between pierced and enamelled shoulders, one of thistle design, the other of white rose design, the hoop formed as three scrolls with a dedication reading 'C::P::R: 1745/ DUM SPIRAT/ SPERO'

£5,000 - 7,000 €5,800 - 8,100 US\$6,200 - 8,700

Provenance

Private collection, acquired in the 1990s.

CPR, likely stands for Charles, Prince Regent, and Dum Spirat Spero translates as 'While he breathes, I hope', which helps date the ring to before Charles' death on the 31st January 1788.

For a near identical ring, see National Museums Scotland, ref. H.NJ 91. This ring, referred to as 'The Seton Ring' was formerly in the collection of The Setons of Touch and acquired by the Museum through the National Art Collections Fund. The National Museums Scotland also holds an unmounted disc identical to that mounted in this lot and 'The Seton Ring', ref H.R 129, which was gifted by Alexander Gairdner, the Edinburgh goldsmith in the 1780s. The disc bearing the portrait of The Young Pretender may be based on the mid 18th century portrait bust by Jean-Baptiste Lemoyne in the collection of The Scottish National Portrait Gallery but where it was struck by is open to some debate. Hawkins' 'Medallic Illustrations of British History', vol ii, p601, no 253, suggests a disc of the same design held at that time by The British Museum may have been struck around the point that The Young Pretender returned to Scotland but other scholars, such as Helen Farquhar, suggest the medallist Roettiers as a possibility.

For a near identical disc, see Glendining's 'The Collection of Jacobite and Anti-Jacobite Medals and Stuart Touchpieces formed by Noel Woolf', 4 November 1992, lot 166. This medal is described as French, probably by Charles or Joseph Roettiers, after the bust by Lemoyne and with 'the back 'pricked' to facilitate fixing into a ring'.

For a discussion on Jacobite rings, see 'Jacobite Rings', by R. B. K. Stevenson, The Society of Antiquaries of Scotland, Volume 80, p127 - 131.

For a discussion on Jacobite objects and mottoes, see 'The Material Culture of The Jacobites', by Neil Guthrie, Cambridge University Press, 2013.





A PRIVATE COLLECTION OF WORKS BY MALCOLM APPLEBY

118 AR

FOUR PENDANTS, BY MALCOLM APPLEBY

Of varied designs, one yellow metal example of oval form and decorated with a tree, another yellow metal example with floral motifs, a third base of base metal containing a yellow metal disc stamped with a cat, the forth of a spider, *lengths including bale 22 - 27mm*, the white metal example with maker's mark, the others unmarked

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

119 AR

A COLLECTION OF FOUR PIECES WITH INSCRIPTIONS, BY MALCOLM APPLEBY

Comprising a silver pill box, with engraved name and date, *Edinburgh* 1975, two unmarked yellow metal pendants with the same initials, *lengths including bale 22mm*, and a white metal pendant decorated with a stylised bird and engraved around the sides with a presentation inscription from the maker, suspended from a belcher-link chain, *length of chain 62cm, length of pendant including bale 38mm*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

120 AR

TWO PRINTS, BY MALCOLM APPLEBY

The first of an owl on tree stump, mounted and framed, signed, *size* of frame approximately 61×50 cm, the second a unframed print of a Hosta leaf, with pencil notes stating it to be an Artist's Proof, signed and dated 1990, *size approximately* 56×76 cm

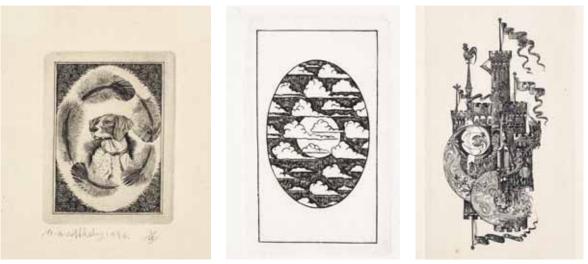
£800 - 1,000 €920 - 1,200 US\$1,000 - 1,200



120







121 AR

A COLLECTION OF THREE PRINTS, BY MALCOLM APPLEBY

Comprising a design for a locket, with notes stating it to be a Proof Line and A.P., signed and dated 1983, a study of a turreted castle, signed in pencil, and a design of a gundog surrounded by feathers, numbered 1/50, signed and dated 1984 in pencil, all to glazed frames, sizes of prints approximately 23 x 14cm, 25 x 18cm and 13 x 10cm

£800 - 1,000 €920 - 1,200 US\$1,000 - 1,200

122 AR

A COLLECTION OF THREE PRINTS, BY MALCOLM APPLEBY

Comprising a design for a locket, with pencil notes stating it to be an Artist's Proof, signed and dated 1983, a study of hair, signed and dated 1979 in pencil and a design of a mask signed in pencil, all to glazed frames, *sizes of prints approximately 22 x 14cm, 21 x 15cm and 27 x 18cm*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

123 AR

A QUANTITY OF STAMPED CASTINGS AND COMMEMORATIVE COINS WITH THREE WAXES BY MALCOLM APPLEBY

Including sixteen tokens designed for Goldsmith's Hall travelling exhibition 'Loot' in 1976, a commemorative medal for the celebration of the 650th anniversary of The Worshipful Company of Goldsmith's in 1977, three waxes, various buttons, stampings, etc. (qty)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

124 AR

THREE MIXED METAL PIECES, BY MALCOLM APPLEBY

Comprising two wedding bands, one in iron, the other possibly unfinished and a pendant, together with a ring surmounted by a daisy motif, *all unmarked* (4)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



122

A PRIVATE COLLECTION OF JEWELLERY BY MALCOLM APPLEBY

125 AR

A PAIR OF ANNULAR BROOCHES, BY MALCOLM APPLEBY

Each of open, slightly elliptical oval form and decorated with scrolling foliate motifs and at one side a cockerel with elaborate plumage, widths 63mm, each signed 'Malcolm Appleby'

£300 - 500 €350 - 580 US\$370 - 620

126 AR

A SILVER PENDANT, BY MALCOLM APPLEBY, EDINBURGH 2011

Double sided, each designed as an abstracted cat, one of which with its tongue out, *length including bales 50mm, signed 'M.Appleby' with the 'E' reversed*

£300 - 500 €350 - 580 US\$370 - 620

127 AR

TWO PAIRS OF SILVER CUFFLINKS, BY MALCOLM APPLEBY, EDINBURGH 2000 AND 2005

The first pair formed as a disc with a stylised flying cat, with chain-link connectors and bar terminals, *diameter of disc 21mm*, the second pair of similar design but with the design of a mermaid, *width of disc 22mm*

£300 - 500 €350 - 580 US\$370 - 620

128 AR

A SILVER BELT BUCKLE, BY MALCOLM APPLEBY, EDINBURGH 2010

The oval buckle decorated with the mask and clawed feet of a phoenix, the reverse with intricate scroll work, *width 70mm*

£400 - 600 €460 - 690 US\$500 - 750

129 AR

A PENDANT NECKLACE, BY MALCOLM APPLEBY, EDINBURGH 2007

The dyed pink freshwater cultured pearls suspending a pendant in the form of a swan decorated with stars to one side and moving water to the other, *length of necklace 40cm, length of pendant including bale 52mm*

£500 - 700 €580 - 810 US\$620 - 870

130 AR

A SILVER PENDANT, BY MALCOLM APPLEBY, EDINBURGH 2008

The circular pendant depicting a stylised owl, *length including bale* 50mm, signed 'Malcolm Appleby'

£300 - 400 €350 - 460 US\$370 - 500

131 AR

THREE BROOCHES, BY MALCOLM APPLEBY

The first in the form of a panda, *length 50mm, signed 'Malcolm* Appleby 3.1.2012', the second a diving seabird, *width 55mm, signed* 'Malcolm Appleby', and the third an entwined swan and otter, *width* 43mm, signed 'Malcolm Appleby'

£600 - 800 €690 - 920

US\$750 - 1,000

132 AR

A SILVER NECKLACE, BY MALCOLM APPLEBY, EDINBURGH 2006

Designed as a series of interlocking broad freeform oval links with scrolls and foliate decoration, *length 58cm*

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

133 AR

A COLLECTION OF SILVER BUTTONS, BY MALCOLM APPLEBY

Each of circular form and of various designs, including a leaf, a sun, a dragon, a boat in full sail, an owl, etc., *diameters 15 - 28mm, all with maker's mark*

£500 - 700 €580 - 810 US\$620 - 870

134 AR

A COLLECTION OF FIVE SILVER PENDANTS, BY MALCOLM APPLEBY

All of circular form and of various designs to include a hen, a lion's mask, etc., *lengths including bale 25 - 28mm, each bearing maker's mark*

£300 - 500 €350 - 580 US\$370 - 620

135 AR

A COLLECTION OF FIVE SILVER PENDANTS, BY MALCOLM APPLEBY

All of circular form and of various designs to include a sun, a bee, etc., *lengths including bale 21 - 27mm, each bearing maker's mark*

£300 - 500 €350 - 580 US\$370 - 620





COINS

136 MARY AND HENRY RYAL 1556, VF.

£700 - 900 €810 - 1,000 US\$870 - 1,100

137

MARY BAWBEE, (2) Stirling, rare VF; penny with baby head F, rare. (2)

£200 - 400 €230 - 460 US\$250 - 500

138

JAMES IV BILLON PENNY, (3)

F; James V groat, trefoil in field VF; James V groat VF. (3)

£300 - 400 €350 - 460 US\$370 - 500

139

MARY NONSUNT, (5)

1559 VF; Mary bawbee S5433 VF; Mary half bawbee voided cross VF; Mary billon penny VICIT VERITAS rare VF; Francis and Mary hardhead S5449 VF

£200 - 400 €230 - 460 US\$250 - 500



ALEXANDER III PENNY (3)

Berwick, VF; David II groat Edinburgh, young head VF; half groat VF

£300 - 400 €350 - 460 US\$370 - 500

141

JAMES VI HALF MERK 1575 (4)

near VF; ten shilling piece 1598 $\rm VF$; five shilling piece 1594 VF; turner S5524 VF

£300 - 500 €350 - 580

US\$370 - 620

142

MARY TESTOON 1556, S5405 VF

£300 - 500 €350 - 580 US\$370 - 620

143

CHARLES II MERK 1664 (4)

scarce near VF; Charles I turner (2) F; anne shilling 1708 E* VF. (4)

£200 - 300 €230 - 350 US\$250 - 370

144 WILLIAM AND MARY 1691 40/- PIECE (2)

near VF; 5/- piece 1694 VF, scarce. (2)

£200 - 300 €230 - 350 US\$250 - 370











145 (detail)

EDINBURGH SILVER

145

A GEORGE II SILVER BULLET TEAPOT

by Harry Beathune, assay master of Edward Penman, Edinburgh 1728 Of conventional form on domed foot, the hinged cover engraved with a band of scrolls, flowerheads and trellis-work, crested, weight 20oz gross.

£2,000 - 2,500 €2,300 - 2,900 US\$2,500 - 3,100

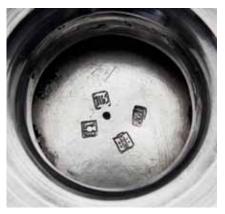
This crest is recorded for Fenwick and although assayed in Edinburgh it's design and execution appears to be in non-Scottish style. Burke's General Armory (1884) records this crest for Fenwick baronets of Fenwick Northumberland.

₁₄₆ Υ Φ A GEORGE III SILVER TEAPOT

by Alexander Zeigler, Edinburgh 1773 Of inverted pear shape, embossed with fruit and foliage, the handle with ivory insulators, bird finial, weight 22.2oz.

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900





146 (detail)





147 (detail)

147 Υ Φ A GEORGE II SILVER TEAPOT

by John Welsh, assay master of Hugh Gordon, Edinburgh 1749 Of inverted pear shape, chased and embossed with scrolling foliage, shells and flowerheads, the handle with ivory insulators, bud finial, weight 20oz.

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

₁₄₈ Υ Φ

A WILLIAM IV SILVER HOT WATER POT

by John Mckay, Edinburgh, date letter unclear, probably 1830 The body embossed with a scene depicting a formal garden with summer house and fountain, within trellis-work, c-scrolls and flowerheads, the front with a cartouche bearing preentation insciption, the handle and spout with mask detail, bud finial and ivory insulators, height 23cm, weight 31.4oz.

£600 - 800 €690 - 920 US\$750 - 1,000

The inscription reads ' To Dr. Abercrombie from his grateful and attached friend Henrietta Visc.ts Duncan 1832.'

Dr. John Abercrombie (1780-1844) was the official to Heriot's Hospital and Physician to the King for Scotland.

See also lot 342.

148A ^Υ Φ A VICTORIAN SILVER EWER

by John Mckay, Edinburgh 1863 Of conventional form on slight-domed circular foot, the upward scrolling handle with ivory insulators, the body embossed with scrolling foliate and bead detail, with central cartouche engraved with initial 'H', the hinged cover with acanthus finial, *height 36cm, weight 37oz.*

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500







149 Y Φ

A WILLIAM IV SCOTTISH SILVER TEA SERVICE by Marshall & Sons, Edinburgh 1836

Of compressed melon form on circular domed foot, engraved with scrolling foliage and flowerheads, and a coat of arms, the teapot with cast flower finial and ivory insulators, weight 40oz.

£700 - 900 €810 - 1,000 US\$870 - 1,100

This shield of arms was recorded for Craigie of Glendoick in the Lyon register for 1771. Burke's General Armory (1884) concurs with the crest cornucopia and motto for the same name.

$_{150} Y \Phi$ **A VICTORIAN SILVER TEAPOT**

by Jas. Howden, Edinburgh 1845

Engraved with scrolling foliage and floral sprays, and with a presnetation inscription for Royal Company Of Archers, Queen's Prize, rubbed, the handle with ivory insulators, weight 18.7oz.

£300 - 400 €350 - 460 US\$370 - 500

151 Y Φ A VICTORIAN SILVER TEAPOT

by A.G. Whighton, Edinburgh 1847

Of compressed bullet form on spreading foot, the body chased with scrolls, fruit and flowerheads, with acanthus detail to the spout and handle and ivory insulators, weight 23oz.

£300 - 400 €350 - 460 US\$370 - 500



151



A GEORGE III TWIN HANDLED SILVER BREAD BASKET

by W&P.Cunningham, Edinburgh 1812

Of rectangular form with an undulating rim of shells, scrolls and flowerheads, engraved with the crest of Cunningham, *length 44cm*, *weight 43.6oz*.

£500 - 700 €580 - 810 US\$620 - 870

153

A LATE VICTORIAN SILVER WINE COOLER

By Hamilton and Inches, Edinburgh 1896 In the Arts and Crafts style with three handles and later inscribed 'Romford Stayers Plate', *height 19.5cm, diameter 18cm, weight 34.3oz.*

£700 - 1,000 €810 - 1,200 US\$870 - 1,200

154

AN EARLY 20TH CENTURY SILVER CRUMB SCOOP

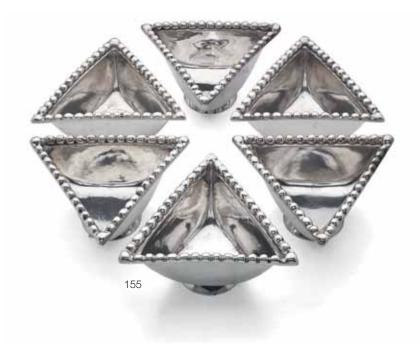
by Hamilton & Inches, Edinburgh 1904 Of conventional form with mid-rib, turned wooden handle, *length 28cm*.

£250 - 300 €290 - 350 US\$310 - 370



153











157 (detail)

155

A MATCHED SET OF SIX SILVER TRAPRAIN HOARD FACSIMILE SALTS

by Brook & Son, Edinburgh 1923-35 Of triangular form on circular foot and with beaded border, *height 4.5cm, weight 30oz.*

£600 - 800 €690 - 920

US\$750 - 1,000

156

A PAIR OF SILVER TRAPRAIN HOARD FACSIMILE SPOONS by Brook & Son, Edinburgh 1920

In the form of Cochlearia, with oval bowls and long tapering handles, together with two 20th century silver quaichs, *weight 7.8oz.* (4)

£300 - 500 €350 - 580 US\$370 - 620

157

A SILVER TUMBLER CUP

by William Kirk, Edinburgh 2000 Hammer raised, accompanied by Scottish Gallery catalogue of his work, 'Towards Perfection' 2011, *height 4.5cm, diameter 6.5cm, weight 2.3oz.*

£500 - 700 €580 - 810 US\$620 - 870



GLASGOW SILVER

158

A GEORGE II SILVER COMMUNION CUP

by David Warnock, Glasgow 1756, four marks; DW (overstruck), DW, S, fish, tree and bell (some rubbed)

The bowl of slightly tapering plain form, on baluster and knop stem on spreading stepped foot, *height 20cm*, *diameter 12.5cm*, *weight 16.6oz*.

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

David Warnock was a goldsmith in Glasgow and was made a master of the Glasgow Hammermen in 1756. This cup is the same design as the one described and illustrated in Burns (1892), one of four listed as being in the possession of the Marquis of Breadalbane.

Burns, T. (1892). Old Scottish Communion Plate. Edinburgh: R. & R. Clark. (pp 376-377).



AN INTERESTING SET OF THREE VICTORIAN SILVER COMPORTS

by James Cameron & Son of Kilmarnock, Glasgow 1881 With shallow parcel-gilt circular bowls, engraved with formal borders, the rims embossed with fruit, flowers and birds, the tapering knopped columns with anthemion detail, the largest comport on square foot, the side panels of which depict the crest and motto of William Patrick Adam of Blair Adam, Kinross-shire, and various local landmarks, the smaller two on triangular base with engraved monogram in addition to the above, *loaded, height 27 and 21cm*. William Patrick Adam, CIE, DL (14 September 1823 – 24 May 1881) was a British colonial administrator and Liberal politician. He was twice First Commissioner of Works under William Ewart Gladstone and also served briefly as Governor of Madras between 1880 and 1881.

Crest: A cross crosslet fitchée Gules surmounted by a sword in saltire Proper

Motto: CRUX MIHI GRATA QUIES - The cross gives me welcome rest.

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700



159 (detail)



by James Cameron & Son of Kilmarnock, Glasgow 1898 Of conventional form, with acanthus-capped corners and on foliate feet, the body with panels depicting scenes of notable buildings of Kilmarmock including the Dick Institute, further panels of thistles and scrolling foliage, the finial cast and enamelled as the Kilmarnock coat of arms, accompanied by the original luncheon menu from the day of the casket's presentation to Major General Sir Robert Murdoch Smith, loaded.

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

160

The presentation inscription reads 'Presented to Major General Sir Robert Murdoch Smith K.C.M.G., R.E, by The Provost, Magistrates and Town Councillors of the Burgh of Kilmarnock on the occasion of his being admitted a Burgess and Freeman of The Burgh on 9th February 1899.'

Major General Sir Robert Murdoch Smith KCMG (18 August 1835 – 3 July 1900) was a Scottish engineer, archaeologist and diplomat. He is known for his involvement with the excavation of antiquities found at Knidos and Cyrene, the telegraph to Iran, Persian antiquities bought for the Victoria and Albert Museum. He also served as Director of the Edinburgh Museum of Science and Art.



160 (detail)





162



163 (detail)



163

SCOTTISH PROVINCIAL SILVER; ABERDEEN

161

A MATCHED 19TH CENTURY THREE PIECE SILVER TEA SERVICE

the teapot by George Jamieson of Aberdeen, London hallmarks for 1842, the cream jug and sugar bowl by Barnard Bros., London 1833

Each of fluted form on scrolling foliate feet, with leaf and flowerhead rims, the teapot with cast flower finial and ivory insulators, *weight 520z*.

£700 - 900

€810 - 1,000 US\$870 - 1,100

162

A PAIR OF LATE 18TH CENTURY SILVER GRAVY SPOONS

by James Smith of Aberdeen, two marks; JS, ABD Of Old English pattern with engraved initial 'O', weight 4.8oz.

£300 - 400 €350 - 460 US\$370 - 500

163

TWO EARLY 19TH CENTURY SILVER GRAVY SPOONS

by James Erskine of Aberdeen, the first marks; hand and dagger, E, the second E, tripe turrets, hand and dagger, E One engraved with the crest and motto of Lumsden, weight 5.8oz.

£300 - 400 €350 - 460 US\$370 - 500



GBABDN

164 (detail)

164 AN EARLY 19TH CENTURY SILVER TEAPOT

by George Booth, circa 1810, five marks; G.B, A,B,D,N Of plain oval form, with wooden scroll handle, *14oz gross.*

£600 - 800 €690 - 920 US\$750 - 1,000

165 TWO LATE 18TH CENTURY SILVER GRAVY SPOONS

by James Erskine of Aberdeen, the first with marks JE, ABD, zodiac sign, the second JE, ABD

Both of Old English pattern, with engraved initials, *weight 5.3oz*.

£300 - 400 €350 - 460 US\$370 - 500

166 TWO LATE 18TH CENTURY SILVER GRAVY SPOONS

by Nathaniel Gillet, four marks; flower, NG, mallet, flower, and John Leslie, three marks; IL, ABD, IL Both of Old English pattern, one with engraved initials, *weight 5oz*.

£300 - 400 €350 - 460 US\$370 - 500



166 (detail)



A SET OF TWELVE SCOTTISH SILVER TABLESPOONS

by James Erskine of Aberdeen, three marks; J.E, ABD, Omega, 1792-1820

Of Old English pattern, engraved with initial 'D', weight 23oz.

£400 - 600 €460 - 690 US\$500 - 750

168

A GROUP OF ABERDEEN SILVER FLATWARE

by Peter Gill, with Edinburgh hallmarks To include a Victorian fiddle and shell pattern fish slice, crested, Edinburgh 1840, a set of six tablespoons ensuite, Edinburgh 1837, teaspoons by the same maker etc, weight 24.7oz. (18)

£300 - 400 €350 - 460 US\$370 - 500

169

A SET OF SIX SILVER TABLESPOONS AND SEVEN FURTHER ABERDEEN TABLESPOONS

the set by William Whitecross, five marks; W.W, A,B,D,N, circa 1830, the remainder James Erskine, Peter Ross etc Of fiddle pattern, some with engraved initials, weight 27oz.

£300 - 400 €350 - 460 US\$370 - 500



167 (detail)

170 A SET OF TWELVE SCOTTISH SILVER TABLE FORKS

by George Booth of Aberdeen, five marks; G.B, A ,B, D, N, 1800-1850

Of plain fiddle pattern, engraved with crest, weight 28oz.

£400 - 600 €460 - 690 US\$500 - 750

171

A VICTORIAN ABERDEEN GRANITE AND SILVER-MOUNTED INKSTAND,

By Alexander and John Smith of Aberdeen also with Edinburgh hallmarks for 1891,

The grey rectangular granite base with silver pen stand and spherical cut glass ink bottle, the domed silver cover with engraved monogram, *height 10cm, length 17.5cm*.

£200 - 300 €230 - 350 US\$250 - 370

172

AN EARLY 19TH CENTURY SILVER SOUP LADLE

by William Jamieson, circa 1820, five marks; WJ, A, B, D, WJ Of fiddle pattern, with engraved initial, *length 31cm*, *weight 6oz*.

£200 - 300 €230 - 350 US\$250 - 370





A TWIN HANDLED SILVER SUGAR BOWL

by G&A Booth of Aberdeen, five marks; GB,AB,GB,AB,GB The lower body gadrooned, the acanthus-capped reeded handles with shell thumb-piece, 23cm across the handles, weight 12.5oz.

£300 - 500 €350 - 580 US\$370 - 620

174

A GROUP OF ABERDEEN SILVER FLATWARE various makers

To include a pair of toddy ladles, by *G* & *A* Booth, three marks; *GB*, *ABD*, *AB*, three caddy spoons, by *George Sangster*, *William Whitecross*, twelve teaspoons and a masking spoon by James Erskine etc, weight 9.8oz. (18)

£300 - 500 €350 - 580 US\$370 - 620











177 (detail)

175 TWO 19TH CENTURY SILVER SOUP LADLES

by William Whitecross, five marks; W.W, A,B,D,N, and William Grey, three marks; WG, ABD, WG Both of fiddle pattern, the latter with engraved crest, weight 13.8oz.

£400 - 600 €460 - 690

US\$500 - 750

176

A SET OF TWELVE GEORGE III SCOTTISH SILVER TABLE FORKS

by William Jamieson of Aberdeen, two marks; WJ, ABD, circa 1810 Of Hanoverian pattern, engraved with initials 'IBI' or 'JBJ', weight 24.5oz.

£300 - 500 €350 - 580 US\$370 - 620

177

A SILVER SOUP LADLE AND A SILVER MARROW SCOOP

the ladle by James Gordon, two marks; IG, ABD, the marrow scoop with maker's mark of IS possibly for James Smith, ABD The ladle of Old English pattern with engraved foliate initials, the marrow scoop of conventional form, *length 32cm and 22cm* respectively, weight 8.5oz.

£400 - 600 €460 - 690 US\$500 - 750

178 A SET OF TWELVE GEORGE III SCOTTISH SILVER TABLE FORKS

by George Booth of Aberdeen, four marks; GB struck twice, AB struck twice, circa 1810

Of Hanoverian pattern, engraved with initial 'R', weight 24.2oz.

£400 - 600 €460 - 690 US\$500 - 750

179

A SET OF TWELVE SCOTTISH SILVER TABLESPOONS

by John Leslie of Aberdeen, two marks; IL, ABD, 1774-1821 Of Old English pattern, engraved with the initial 'F', *weight 26oz.*

£300 - 500 €350 - 580 US\$370 - 620

180

A COLLECTION OF ABERDEEN FLATWARE

To include four tablespoons by James Erskine.

£400 - 600 €460 - 690 US\$500 - 750



DUNDEE

181 Y Φ

A UNIQUE GEORGE II SCOTTISH SILVER COFFEE URN

by Alexander Johnston, Dundee 1742

The plain egg shaped body, set on three equally spaced cabriole legs with paw feet, the looped serpent like handles with upward reaching mythical head terminals, the hinged lid with plain bun finial, with ivory fan spigot and mythical head spout, the upper body chased with floral, shell and scroll decoration the front and reverse crested, height 29cm, weight 47.5oz.

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

The arms are for

BALFOUR of Balbirnie impaling CALDOR of Castlemartin (The bottom right hand quarter of the wife's side of the cartouche has been excluded possibly due to lack of space)

Although 16 Scottish coffee urns of this type and period are known to exist they were all manufactured in Edinburgh. Alexander Johnston, who had served his apprenticeship with a leading Edinburgh maker would have been well aware of the contemporary Edinburgh fashion.

Johnston led a fascinating life. When not making silver, he was an active Jacobite and as a member of Bonnie Prince Charlie's Life Guards, he was on the winning side at the Battle of Prestonpans in 1745. His fortunes suffered a downturn at the Battle of Culloden and he was subsequently captured by the Hanoverian forces.

Although coffee was widely drunk by wealthy Scots in the eighteenth century, few coffee pots have survived and, until recently, the exact function of the two handed coffee pots was not known. It was believed they may have been used for holding hot water or making tea. Research in the ledgers of the Edinburgh goldsmith John Rollo, however, has revealed a bill for a coffee pot weighing 62 ounces - double the weight of the conventional single handed coffee pot which has led specialists in the field to conclude confidently that this refers to the two handled version.







183 (detail)



182 (detail)

ELLON

182 **A RARE SILVER TODDY LADLE** by John Mackie of Ellon, five marks; J.M,E,L,L,N Of fiddle pattern, length 16.5cm, weight 1.2oz.

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

PETERHEAD

183

A RARE SILVER MUG

by William Ferguson of Peterhead, two marks; WF, PHD, circa 1825 Of cylindrical tapering form with two bands of reeeded decoration, scroll handle, later engraved with the initial EH, *height 7.5cm*, *weight 3.2oz*.

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000

Surviving works by William Ferguson with Peterhead marks are rare and mostly comprise spoons and ladles. Peterhead Museum has in it's collection a silver snuff box. The only other piece of recorded hollow ware is a mug which featured in Christie's sale of 26th May 1998 and sold to a private collector for £20,000.

William Stephen Ferguson (1802-1875) was apprenticed to Charles Fowler of Elgin in 1817 at the age of 15. The following is taken from his obituary "After serving his apprenticeship with an ingenious handicraftsman, Mr Ferguson went to Edinburgh, and remained there two years to get still more insight into his trade, and in 1825 set up on his own account in Peterhead, where he remained three years, after which he opened a shop in Elgin."

Literature

Moss, G.P Provincial Silversmiths of Moray and Their Marks, Quartet Books Limited, London 1994, p67-68.

OF SCOTTISH INTEREST

184

A COLLECTION OF VARIOUS PROVINCIAL SILVER SPOONS to include Banff, Aberdeen, Dundee and Perth

Comprising a pair of fiddle pattern tablespoons, by George Elder of Banff, three marks; GE, mother and child, B, six dessert spoons by William Jamieson of Aberdeen, two marks; WJ, ABD, further tablespoons, dessert spoon etc, weight 16oz. (14)

£300 - 400 €350 - 460 US\$370 - 500

185

A MIXED COLLECTION OF SCOTTISH AND COLONIAL FLATWARE

various makers and dates

To include a matched set of six Hanoverian spoons, *four by James Glen, Glasgow 1743, two by Milne & Campbell, Glasgow 1757* and various teaspoons etc, *weight 38.2oz.*

£500 - 600 €580 - 690 US\$620 - 750

186

A SMALL COLLECTION OF SCOTTISH PROVINCIAL SILVER FLATWARE

various makers and dates

To include a pair of Greenock sugar tongs with shell bowls, teaspoons by *Hamilton & Co of Calcutta* etc, *weight 15.3oz*.

£150 - 200 €170 - 230 US\$190 - 250

187

A COLLECTION OF VARIOUS SCOTTISH FLATWARE

£400 - 600 €460 - 690 US\$500 - 750

188

A PAIR OF VICTORIAN SILVER-MOUNTED CUT GLASS THISTLE VASES

by Thomas Whitehouse, London 1896 Each cut-glass body formed as a thistle head with applied silver rim, height 15.5cm.

£200 - 300

€230 - 350 US\$250 - 370

189

OF SCOTTISH MILITARY INTEREST, A LATE VICTORIAN SILVER FLOWER VASE

makers mark of H.S, Sheffield 1891

Of tapering form, the lower body part wavy gadrooned, engraved *From The Officers, Fife Battery, R.F.A 1917.* and engraved with the insignia, *height 27cm, weight 15.5oz.*

£200 - 300 €230 - 350 US\$250 - 370



188



189



190

A GEORGE V SILVER THREE PIECE CRUET SET

Fenton Bros., Sheffield, 1927-29, one spoon 1935 Each piece realistically modelled as a thistle head standing on a leafy base, the salt and mustard spoon with thistle head terminals, together with a pair of thistle form salts, by John Millward Banks, Birmingham, 1892, height 6.5cm, weight 5.9oz, weight 185gms. (7)

£300 - 400 €350 - 460 US\$370 - 500



191 A VICTORIAN SILVER CARD CASE DEPICTING THE SCOTT MONUMENT

makers mark unclear, one over-striking another, possibly R&P, Birmingham 1870 Of rectangular form, all-over engraved with scrolling foliage, the front chased and embossed with The Scott Monument in high relief, blank cartouche to the reverse, *length* 10cm, weight 2.1oz.

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900

192 AN 20TH CENTURY SILVER LOVING CUP

by Mappin & Webb, London 1935 The twin handles surmounted by the lion upon the corwn, the tapering body engraved 'In Commemoration Of His Majesty King George V, 25 Years Reign 1935' and with Royal monogram , height 20cm, weight 14oz.

£300 - 500 €350 - 580 US\$370 - 620

193 OF ROYAL INTEREST, A GEORGE V SILVER LOVING CUP AND COVER

by C.S.Harris, London 1922 On spreading foot, with twin scroll handles and pull-off cover, engraved Dr.A. Hendry From King and Queen 1931 and engraved with Royal coat of arms, height 17cm, weight 15.7oz.

£600 - 800 €690 - 920 US\$750 - 1,000



BOXES AND MULLS

194

A VICTORIAN RAM'S HEAD TABLE SNUFF MULL

retailed by Wheatley of Carlisle, stamped inside lid

The horns terminating in thistle mounts each set with a faceted paste, the hinged cover thistle-embossed and set with an circular-cut paste, *length 52cm*.

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

195

OF MASONIC INTEREST, A SILVER MOUNTED RAM'S HORN SNUFF MULL unmarked

The hinged cover profusely embossed with thistles incorporating discreet Masonic symbols, centrally set paste and presentation shield to the body, *length 13cm*.

£250 - 350 €290 - 400 US\$310 - 440

The inscription reads 'James Bell C.E, N.B.Railway 1860.'

196

A GROUP OF SILVER PRESENTATION BOXES

various makers and dates To include a snuff box, of large proportions, engraved with scrolling foliage and with an inscription to James Bell, *Birmingham* 1844, two further silver snuff boxes, a silver spectacle case and a tortoiseshell snuff box, weight of silver boxes 15.4oz gross. (5)

£400 - 600 €460 - 690 US\$500 - 750

197 THREE SNUFF MULLS AND A SKEAN DHU

mulls unmarked, skean dhu Edinburgh 1894 The larger ram's horn mull with presentation plaque, the two smaller with thistle-embossed lids, skean dhu with Celtic knot-work (skean dhu damaged), largest mull 15cm long. (4)

£400 - 600 €460 - 690 US\$500 - 750







198

AN IMPRESSIVE VICTORIAN SILVER MOUNTED PRESENTATION RAM'S HEAD TABLE SNUFF MULL

by John Meade, Edinburgh 1859

The horns terminating in thistle mounts each set with a faceted paste, the hinged cover thistle-embossed and set with an oval-cut paste, applied with a presentation shield and suspending various tools to include hammer, rake, spoon, rabbits foot, etc., the stand with domed glass top, moulded edge with undulating frieze on a turned pedestal with facetted knops, upon a tripod base embellished with cabochons, terminating in scroll feet and ceramic castors, *height of stand and dome 126cm*.

£3,000 - 4,000 €3,500 - 4,600 US\$3,700 - 5,000

The presentation inscription reads ' Presented to James Bell Esq.C.E by a few friends, Decr.1863.'

James Bell senior was born in 1807 or 1808 in East Lothian. The son of builder and engineer Robert Bell from whom he learned the business of civil engineering. Early in his career he was appointed manager and engineer of the Paisley & Renfrew Railway followed by a period as resident engineer on the eastern section of the Glasgow and Ayr Railway. Similar work followed on the construction of the North British Railway from Edinburgh to Berwick in 1842-44. In 1844 he was appointed engineer of the Eastern Section for the North British Railway. He subsequently became engineer-in-chief for the entire system. James Bell retired in 1879 and died in 1885 at 28 Brighton place, Portobello. All of his sons joined the North British Railway, his eldest son James Bell junior succeeding his father as engineer in chief on his retirement.

Literature Dictionary of Scottish Architects

ARMS, ARMOUR, MILITARIA AND PIPING Lots 199 - 228

AN 18TH CENTURY BASKET-HILTED BACKSWORD

With slightly tapering blade cut with a narrow fuller along the back on each side for most of its length and stamped 'BFIB' beneath 'GR' on both sides towards the forte with iron guard of flattened bars framing ovoidal panels and saltires pierced with triangles and circles, scrolled wrist-guard, domed pommel with rounded button, and later wooden fish skin covered grip with metal ribbon and liner, (tip lacking hilt with damages and repairs). 77cm blade

£500 - 700 €580 - 810 US\$620 - 870

200

A SCOTTISH BASKET-HILTED BACKSWORD SECOND QUARTER OF THE 18TH CENTURY

With tapering double-edged blade towards the point and double fullered over nearly its entire length on each side, with iron guard of rounded bars pierced with hearts and circles, the side-panels each with 'rams-horn' foreguards, bun-shaped pommel with flattened button, spirally grooved wood grip, (some light pitting). blade 88cm

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



104 | BONHAMS

A SCOTTISH OFFICER'S BASKET HILTED BROADSWORD OF THE BLACK WATCH ROYAL HIGHLANDERS

Kirkwood Thistle Street Edinburgh With tapering double fullered double-edge blade etched along the forte on one side with 'The Black Watch Royal Highlanders', and a figure of St. Andrew with motto 'Nemo me Impune lacessit' surrounding VR cypher and along the other a crowned Sphinx above a thistle and foliage and 'Kirkwood Thistle St., Edinburgh', regulation steel guard retaining its buff leather liner faced in red woollen cloth, pommel scabbard and nut lacking, together with another similar example the blade etched VR and faintly Edinburgh, (scabbard lacking). (2)

82.5cm and 75cm long

£400 - 600 €460 - 690 US\$500 - 750

202

A VICTORIAN 1845 PATTERN INFANTRY OFFICER SWORD

The 79cm blade with single fuller on each side, etched overall with foliate designs and crowned VR cypher, the recasso etched with indistinct makers name, and 'Yorkshire', the hilt with folding section and pierced with VR cyphers with crown and roses, thistle and shamrock, the grip with wire bound fish skin, and blanched leather sword knot, contained in its steel scabbard with twin suspenders, together with a WWII Polish Sergeant FANY uniform comprising two dress tunics, one battledress tunic, a great coat, a Royal Artillery Colonel Dress uniform tunic, side cap, tunic, a Victorian Brigadier tunic and cap, evening dress jacket, waistcoat, trousers and jacket, a hunting jacket, a quantity of other uniforms together with a matador outfit. (qty)

£250 - 350 €290 - 400 US\$310 - 440

Property of an Argyllshire Deceased Estate

203

A SCOTTISH OFFICER'S REGIMENTAL BASKET-HILTED BROADSWORD OF THE QUEENS OWN CAMERON HIGHLANDERS

By Wilkinson Sword Co. Ltd., London, No. 66930

With tapering fullered double-edge blade etched along forte on one side with crowned 'GR IV' cypher between symmetrical designs of thistles and along the other with crown regimental details between symmetrical foliate and 'The Queens Own Cameron Highlanders' with regulation steel guard retaining its buff leather liner faced in red woollen cloth and tassel in its leather covered scabbard, together with a wooden mounting board. (2) 82cm blade

£600 - 800 €690 - 920 US\$750 - 1,000



A LATE 19TH CENTURY WHITE METAL MOUNTED SCOTTISH REGIMENTAL DIRK OF THE BLACK WATCH

With bright tapering blade fullered and notched along the back, one side etched '2nd Bn Royal Highlander' with figure of St. Andrew amongst foliate scrolls, the other with crowned VR cypher and 'Firmin Son St. Martins Lane London', the hardwood baluster hilt carved with basket weave and set with brass nails, the basal mount cast with thistles, and pommel set with a piece of faceted glass in original wood-lined leather scabbard with border engraved mounts each with applied thistles, the locket with the figure of St. Andrew, the bi-knife and fork ensuite with the dirk.

30.5cm blade (45cm overall)

£600 - 800 €690 - 920 US\$750 - 1,000

205

A 78TH OF FOOT SEAFORTH HIGHANDERS WHITE METAL MOUNTED DIRK

Engraved 'R. & H. B. Kirkwood 66 & 68 Thistle St., Edinburgh'

With double fuller and faceted back edge, the blade etched with regimental titles and battle honour scrolls, the wooden hilt carved with basket weave and set with brass studs the pommel set with cut glass and contained within its leather covered scabbard and white metal mounts embossed with regimental devices and thistles, bi-knife and fork mounted ensuite.

31cm blade (47cm overall)

£400 - 600 €460 - 690 US\$500 - 750

206

A SCOTTISH SILVER MOUNTED DIRK OF CAMERONIAN INTEREST

Leckie, Graham & Co., Glasgow, 1871 With bright tapering single edged blade with faceted back edge and single fuller, the hardwood baluster hilt carved with basket weave, the pommel set with a cut glass, the basal mount cast with thistles, contained within a wooden leather covered scabbard mounted ensuite, the locket centred with a cartouche engraved 'RBT', the rear of the central mount engraved 'Presented to Pipe Major R. B. Thornburn, The Cameronians by the officers of the 1st 9th Gurka Regt. Cawnpore India 1st July 1908'. 24cm blade (48cm overall)

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900





20

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

204

A LATE 19TH CENTURY WHITE METAL MOUNTED DIRK

With faceted back edge, the blade pierced with thistles and hearts, carved wood basket weave hilt set with studs, the pommel set with a foil backed cut glass, within a foliate mount, in its leather scabbard with applied thistle mounts, locket lacking, with companion knife and fork. 30.5cm blade (46cm overall)

£300 - 500 €350 - 580 US\$370 - 620

208

A SCOTTISH REGIMENTAL PIPE MAJOR'S DIRK OF THE SCOTS GUARDS

Stamped to the rear of the locket J. Stewart & Son, 88 George Street

The blade with faceted back edge and single fuller, the carved wood basket weave hilt set with a foil back cut glass, contained within its leather covered scabbard applied with thistle mounts, the locket with Scots Guards badge, complete with companion knife and fork. 28cm blade (43cm overall)

£600 - 800 €690 - 920 US\$750 - 1,000

By repute this dirk belonged to Lieut Thomas Sharon Fermor-Hesketh

209 A 19TH CENTURY WHITE METAL MOUNTED DIRK

With faceted back and single fuller, plain blade, the carved wood basket weave hilt set with studs the pommel set with cut glass, contained in its leather covered scabbard, the locket and mounts engraved overall, complete with companion knife and fork ensuite.

27cm blade (47cm overall)

£400 - 600 €460 - 690 US\$500 - 750



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





210

AN OFFICERS SILVER PLAID BROOCH OF THE BLACK WATCH Hallmarked Birmingham 1891

By R & H B Kirkwood, the quoit overlaid with central thistle sprays and the figure of St. Andrew with cross stout pin to reverse. 10cm diameter

£250 - 350 €290 - 400 US\$310 - 440

211

A SILVER GORDON HIGHLANDERS CAP BADGE Birmingham 1921

Together with a Toronto Scottish cap badge, a bi-metal Kings Crown Black Watch cap badge, a single metal example, two King's Crown The Highland Cyclist Battalion cap badges, a white metal Scots Guards cap badge, a Royal Scots cap badge, an Aberdeen volunteers silver plated cap badge, Cambridgeshire regiment, 3rd Carabiners and Leicester regiment, cap badges, a brass Cameron shoulder title and an RAF eagle. (14)

Silver cap badge 6cm wide, 7cm high

£200 - 400 €230 - 460 US\$250 - 500

212

A BRITISH MILITARY PIPER'S DIRK

Wilkinson Sword Co. Ltd., London The 29.5cm blade with clip back point, the black basket weave decorated grip with white metal studs, the pommel set with a Queens Crown in relief, contained within it leather covered scabbard with thistle decorated mounts and later applied figure of St Andrew. 44cm overall

£100 - 150 €120 - 170 US\$130 - 190

A LATE 19TH/EARLY 20TH CENTURY WHITE METAL MOUNTED SPORRAN

The arched cantle with three ball finals and white horse hair covered bag with twin black horse hair tassels, the rear of the bag covered in embossed red leather, together with two children's sporran, the first example with cantle engraved with a thistle and the second centred with a boars head. (3)

£200 - 300 €230 - 350 US\$250 - 370

214

A BRASS AND LEATHER SPORRAN, PROBABLY 18TH CENTURY

With arched and studded brass cantle, the worn leather bag with central box pleat.

£400 - 600

€460 - 690 US\$500 - 750

For examples of similar sporrans see *Ancient Scottish Weapons* by James Drummond.

215

AN EARLY 20TH CENTURY BADGER HEADED SPORRAN

Of standard form with five tassels, together with a fox head sporran, mid-20th century seal skin sporran with plated arched cantle and five tassels, an early 20th century child's sporran with arched engraved silver-plated cantle, white horsehair covered bag with twin black tassels, the rear of the bag stamped 'R.W. Forsyth Highland Accessories makers, Edinburgh & Glasgow', together with a green Glengarry bonnet, (5).

£300 - 500

€350 - 580 US\$370 - 620

216

AN EARLY 20TH CENTURY BEAVER SPORRAN

The beaver mask and fur mounted on a leather backing inscribed, 'Made in Scotland'.

£100 - 150 €120 - 170 US\$130 - 190

217

AN EARLY 20TH CENTURY VOLUNTEER BATTALION GORDON HIGHLANDERS SPORRAN

The arched plated cantle centred with a figure of St. Andrew, the white horsehair covered bag with five black tassels, the bag rear covered in green leather, together with a white metal mounted sword belt. (2)

£200 - 300 €230 - 350 US\$250 - 370



216

AP

219

218







218 OF BALMORAL INTEREST: A SILVER MOUNTED HIGHLAND DRESS SET Edinburgh 1882

Comprising a matching dirk, sporran and plaid brooch, with faceted back edge and single fuller on each side, the wooden hilt with carved interlaced basket weave design, the hilt set with faceted quartz, contained within its leather covered scabbard with bi-knife and fork mounted ensuite, the mounts with engraved and pierced designs, the sporran with arched and engraved pierced cantle with three finials, white horsehair covered bag, lined in doeskin, the plaid brooch of lobed circular form engraved and pierced and pierced quartz stone, with pin back. (3) 30cm blade, brooch 11cm diameter

£6,000 - 8,000 €6,900 - 9,200 US\$7,500 - 10,000

By family repute this dress set belonged to Francis Clark (d.1895), personal Highland servant to Queen Victoria took up the role upon the death of his cousin, the renowned John Brown, in 1883. Sharing not only professions but also likenesses, Francis Clark has often been mistaken for his cousin in photographs of him working on Balmoral Estate.

219

OF BALMORAL INTEREST: A GROUP OF THREE WHITE METAL VICTORIAN CAP BADGES

Comprising a white metal cap badge of Balmoral Highlander type, the circular quoit with crowned lion above a Queens crown, surrounded by a belt, applied with the motto 'Nemo Me Impune Lacessit', together with a similar badge centred with a thistle, and a circular silver badge engraved with thistles, engraved to the rear 'Francis Clark 1888', Birmingham, 1863. (3)

£600 - 800 €690 - 920 US\$750 - 1,000

Images by George Washington Wilson (1823-93) held by the Royal Collection trust show Francis Clark wearing a simliar cap badge.



OF BALMORAL INTEREST: A CASED HIGHLAND DRESS SET WITH SILVER MOUNTED ACCOUTREMENTS

Mostly Kirkwood Edinburgh 1897 Comprising silver mounted dirk, plaid brooch, skean dhu, sporran, shoe buckles, kilt and plaid, the silver mounted dirk with bright tapering blade notched along the back edge, with basket weave baluster grip with engraved basel mount, plain pommel cap with engraved design, contained within its wooden leather covered scabbard engraved overall with concentric designs, with bi-knife and fork ensuite, the rear of the locket with stamped 'R. and H. Kirkwood, 66 and 68 Thistle Street, Edin.', the sporran, shoe buckle and plaid brooch with matching hallmarks, together with a skean dhu of a similar design, hallmarked rubbed, together with button stick, under kilt garment, two kilts in Royal Stuart tartan, shoe with silver buckles, two plaids, three pairs of socks and leather sporran, all contained within a wooden case with metal mounts. (qty)

£4,000 - 7,000 €4,600 - 8,100 US\$5,000 - 8,700

This dress set has many similarities to those later produced for the Balmoral Highlanders, and by family repute was worn at Balmoral by a relation of Francis Clarks family who were also in service.

221

OF BALMORAL INTEREST: A VICTORIAN WHITE METAL SKEAN DHU

The tapering blade with faceted back edge, the wooden hilt carved with basket weave design and thistle and set with studs, the hilt set with a foil-backed cut glass, contained within a leather covered scabbard with foliate engraved shape, engraved to the rear of the hilt, 'F. CLARK' and to the rear of the locket, 'Balmoral 1870'.

9cm blade (18cm overall)

£150 - 200 €170 - 230 US\$190 - 250



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









222 A ROYAL COMPANY OF ARCHERS **COURT UNIFORM**

Comprising a frock coat with King's Bodyguard buttons and thistle bullion embroidered cuffs and tails, trousers and crimson sash together with a cloak bearing label for Stewart Christie & Co., 88 George St., Edinburgh also including quiver strapwork (qty)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

223 A FRAMED GROUP OF SIX MEDALS 1939-1945 Star; Italy; Defence Medal; War Medal; Efficiency Medal, G. VI. R. with Territorial suspension bar, with corresponding

miniatures and Liverpool Scottish cap badge.

£100 - 150 €120 - 170 US\$130 - 190

224 A VICTORIAN ROYAL COMPANY OF ARCHERS COURT SWORD

Henry Wilkinson Pall Mall, London The blade etched with foliate scrolls and thistles, and with 'Royal Company of Archers Kings Bodyguard' and on the opposite side with crowned 'GR V' cypher and 'Henry Wilkinson Pall Mall London', the gilt hilt embossed with foliage, the down-turned shell guard applied with white metal thistles, wire bound grip, the sword knot with 'GR' cypher, the leather scabbard with foliate engraved mounts and chape, together with its doeskin lined case.

78cm blade (91cm overall)

227

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500 225

A CASED PAIR OF ROYAL COMPANY OF **ARCHERS EPAULETTES**

The green velvet strap sections embroidered overall with gold thistle-pattern lace, the crescents with raised ovals, bearing a central thistle enclosed by the legend 'Kings bodyguard R.C.A.', the fringe with 22 bullions, lined with green silk and green morocco embossed 'Macdougall & Co. Ltd., 42 Sackville Street, Piccadilly. W.1.' with gilt finial buttons, stamped 'Kings Bodyguard R.C.A.', contained within their black lacquered tin case.

£400 - 600 €460 - 690 US\$500 - 750

226 Y Φ

A SET OF IVORY AND SILVER MOUNTED NAILL BAGPIPES

Naill Birmingham 1977

Of African blackwood with green velvet covered gortex bag, half mounted in silver and ivory, the drone caps, stocks and drone ferrules, chased with geometric designs, the chanter stamped 'D. Naill Co.', the sole with hallmarks for Henderson, 1972, contained within a flight case.

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

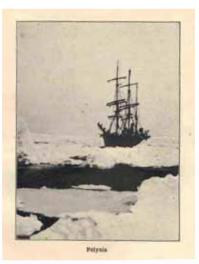
A CASED ROYAL COMPANY OF ARCHERS COCKED HAT

Of black silk with bullion details and applied badge centred with thistle and 'Nemo Me Impune Lacessit', the interior lined in white silk embossed 'Macdougall & Co. Ltd. 42 Sackville Street, Piccadilly, W1.' contained within its black lacquered case, with applied brass shield shaped cartouche engraved 'King's Body Guard for Scotland', together with detachable plume contained in its cylindrical black lacquered case, (2).

£400 - 600 €460 - 690 US\$500 - 750

224

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



OF DUNDEE WHALING INTEREST: A 19 BORE PERCUSSION MUSKET FOR WHALING SHIP POLYNIA

W Greener Birmingham 1867

The 77.5cm sighted barrel, stamped 'W. Greener, Birmingham 1867' and 'Polynia', with shaped tang, plain back action lock, figured full stock, stamped 'Polynia', the steel trigger guard and butt plate and turned ramrod pipes together with a folder of research into the ship Polynia, this includes two letters from W. W. Greener, and various other reference materials relating to the loss of the ship.

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

228

Identified through the stamp 'Polynia' on the barrel and stock, this percussion gun has been linked to the 19th century Scottish whaling and sealing ship Polynia. This theory is strengthened further by the absence of stamps on the metal areas of the weapon. Whilst exposed to salt water and air frequent scrubbing of weapons such as this was necessary to counter corrosion. This could also account for the absence of the maker's name from the lock plate and serial number on the tang of trigger guard.

The Polynia was built in 1861 in Dundee by the Dundee Seal and Whale Fishing Company Fleet. The whaler was commanded by Captain William Guy from 1883 - 1891 and was lost in this year in the Davis Strait, reportedly by two large ice floes roughly 2 miles in circumference. Her rudder and sternpost were quickly smashed and she sank roughly six hours later. Her 36 strong crew and captain bailed out and were rescued by the steam yacht Aurora.

Image acknowledgment: The Freshwater and Marine Image Bank





-meal





229 A SMALL WEMYSS BLACK AND WHITE PIG

With sponged decoration, *16cm long,* impressed WEMYSS, black printed T.Goode & Co retailers mark

£400 - 500 €460 - 580 US\$500 - 620

230

A COLLECTION OF WEMYSS 'CABBAGE ROSES' POTTERY

Comprising a sponge dish, *24cm wide*, a heart inkstand with two covers (liners lacking), a preserve pot and cover, *12cm high*, together with a pair of 'Jazzy Pyrethrums' vases, marked 218, *22cm high*, various impressed and printed factory marks (5)

£450 - 550 €520 - 630 US\$560 - 690

231

A WEMYSS 'CHERRIES' JAPAN VASE AND A PEN TRAY

Together with a Wemyss style rectangular box and cover marked 'Made in England', *vase 21.5cm high, pen tray 25cm wide, box 11cm wide,* vase impressed WEMYSS and printed T.Goode & Co retailers mark, pen tray impressed and painted WEMYSS, T.Goode & Co retailers mark

£300 - 400 €350 - 460 US\$370 - 500





TWO WEMYSS 'COCKEREL' VASES

Comprising a 'Brown Cock and Hens' Grosvenor vase, *20cm high*, impressed WEMYSS, and a 'Black Cockerels' beaker vase, *11.3cm high*, impressed WEMYSS, printed T.Goode & Co retailers mark

£300 - 400 €350 - 460 US\$370 - 500

233

A SMALL WEMYSS 'SHAMROCK' PIG

16cm long, impressed with crescent WEMYSS WARE R.H.& S.

£400 - 500 €460 - 580 US\$500 - 620

234

A WEMYSS MEDIUM DOG BOWL PAINTED WITH 'DOG ROSES'

Bearing the inscription 'Plus je connais les hommes plus j'admire les Cheins', *17cm diameter,* impressed with crescent WEMYSS WARE R.H.& S.

£500 - 600 €580 - 690 US\$620 - 750







A WEMYSS 'CARNATIONS' SOAP DISH, LINER AND COVER 14.5cm wide, impressed WEMYSS

£200 - 300 €230 - 350 US\$250 - 370

236

A WEMYSS 'APPLES' GYPSY FLOWER POT

12.6cm high, 17cm wide, impressed with crescent WEMYSS WARE R.H.& S.

£250 - 350 €290 - 400 US\$310 - 440

237

A SMALL WEMYSS 'CABBAGE ROSES' PIG

The roses painted on a black ground, *16cm long*, impressed WEMYSS

£400 - 500 €460 - 580 US\$500 - 620

238

A WEMYSS HONEY BOX WITH COVER AND DRIP TRAY PAINTED WITH 'BEEHIVE AND BEES'

The cover with thistle finial handle, *the tray 19cm x 19cm*, tray and box impressed WEMYSS, green painted Wemyss, blue printed T.Goode & Co retailers mark

£500 - 700 €580 - 810 US\$620 - 870







240 (detail)



239

A PORTOBELLO FIGURE OF A BAGPIPER Circa 1820

Modelled wearing green and blue tartan kilt and jacket, and a blue bonnet, playing a set of pipes, standing on a green circular plinth base, (some restoration), 24.5cm high

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

240 A RARE JACOBITE SALTGLAZE JUG

Circa 1750

The body of baluster form with fluted strap handle, the front enamelled with a portrait of Bonnie Prince Charlie, amidst further decoration of exotic birds perched on flowering branches, (imperfect), 18.5cm high

£2,500 - 3,000 €2,900 - 3,500 US\$3,100 - 3,700

Provenance

The Stobhall Sale, The Property of Viscount Strathallan, Bonhams, Edinburgh, 2nd May 2012, lot 223

Jellinek & Sampson Antiques, 156 Brompton Road, London, 14th June 1972, £500 to Lord Perth (receipt available)

241

FOUR PORTOBELLO FLAT BACK FIGURE GROUPS AND A **GLASGOW JUG**

19th century

The figure groups modelled as fish wives, two of which stand alongside a basket of fish, the jug moulded with scenes of fish wives carrying baskets of fish and selling fish, figures 18cm to 23cm high, jug 19.5cm high, jug with Glasgow pottery and registration mark

£500 - 700 €580 - 810 US\$620 - 870

242

TWO SCOTTISH TOBY JUGS AND A SCOTTISH WINDOW REST

One toby early 19th century pearlware, with traditional sponged decoration, holding a jug and a nip of whisky, 16cm high, the other an early 20th century example, painted and signed R.Liddell, Lasswade, 25cm high, the 19th century window rest modelled as a military man on a base moulded with painted leaves, 13.7cm high (3)

£300 - 400 €350 - 460 US\$370 - 500









243 A WEDGWOOD PARIAN BUST DEPICTING SCOTTISH ENGINEER, JAMES WATT

Circa 1860

Modelled facing dexter, on a round socle foot, *39cm high,* impressed WATT, JOSIAH WEDGWOOD & SONS, E W WYON F, PUBLISHED AUGUST 24TH 1859

£200 - 300 €230 - 350 US\$250 - 370

244

A JOHN GEDDE, VERREVILLE, GLASGOW POTTERY WINE BIN LABEL MARKED FOR PORT

Early 19th century Together with three English examples, one for Brandy, impressed SPODE, the others for Ale and Whiskey, unmarked, *13cm-14cm wide* (4)

£250 - 350 €290 - 400 US\$310 - 440

245 A LARGE ENGRAVED CALEDONIAN WATERLOO RUMMER

Circa 1821

Engraved to one side with a man in kilted attire taking snuff, flanked with a spray of thistles, inscribed above him 'Caledonian' and below 'Waterloo', inscribed to the reverse 'Presented by Brother George Hosegood to the Caledonian Society, May 3rd 1821', within an oval border, flanked by thistles and roses to the other, the rim engraved with a band of stylised thistles, on a short stem with triple annulated knop, on a flat foot, *21cm high*

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

246

A LARGE RUMMER ENGRAVED WITH THE COAT OF ARMS AND MOTTO FOR CLAN MACPHERSON

Circa 1820

The coat of arms engraved above a banner bearing the motto 'Touch not the cat bot a glove', further engraved to one side with a flowering rose and to the other with thistles, the rim with a stylised band of thistles, on a short stem with triple annulated knop, on heavy flat foot, *21cm high*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

Of ecclesiastic origin, the name MacPherson is derived from the gaelic Macaphersein, meaning 'Son of the Parson'. The clan is reputed to have been founded by Murdo Cattenach, a priest of Kingussie in Badenoch. The current 27th Clan Chief is the Hon. Sir William MacPherson, who resides at the family seat of Newton Castle, Blairgowrie, Perthshire.

247

AN UNUSUAL JACOBITE JELLY GLASS Circa 1750

With flared rim, engraved with a six petal rose on a thorny stem, bearing an opening bud and a closed bud, an oak leaf to the reverse, on a short single knop stem and heavy round foot, *13.6cm high*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

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



A COLLECTION OF ENGRAVED GLASS FROM THE HOLYROOD GLASSWORKS, EDINBURGH

Late 19th century

Comprising four small jugs of globular form, and four tumblers, all engraved with swags of mixed flowers and insects in flight, each piece with monogrammed initials, probably 'JR', the jugs raised on four feet, the tumblers raised on three feet, all headed with lion mask prunts, jugs 13.5cm high, tumblers 9.5cm high (8)

£500 - 700 €580 - 810 US\$620 - 870

249 A JACOBITE AIRTWIST GLASS Circa 1750

The round funnel bowl engraved with a six petal rose on a thorny stem, with a closed bud, on a multispiral airtwist stem and conical round foot, *14.8cm high*

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

Provenance

Nicolas Shaw Antiques, Great Grooms Antiques Centre, West Sussex, purchased 13th January 2001

250 A PAUL YSART BUTTERFLY PAPERWEIGHT

Moncrieff period The butterfly wings composed with complex canes, on an opaque lilac ground, within an alternating garland of complex canes, PY signature cane, 5cm high, 7.2cm diameter

£200 - 250 €230 - 290 US\$250 - 310



249

250



251

A JACOBITE STYLE WINE GLASS 19th century

The round funnel bowl engraved with a six petal rose, the stem with a closed bud and an opening bud, a moth to the reverse, on an opaque twist stem and round foot, *15.5cm* high

£300 - 400 €350 - 460 US\$370 - 500

Purchased from R.Saunders Antiques, 71 Queens Road, Weybridge, Surrey, in 1975 (receipt available)

252 AN ENGRAVED DECANTER AND STOPPER OF POSSIBLE JACOBITE SIGNIFICANCE Circa 1770

Of sugar loaf form with faceted lozenge stopper, the body engraved with two polished six petal roses, the stems with closed buds and opening four petal buds, with faceted polished bands around the neck and base, 29.5cm high

£350 - 450 €400 - 520 US\$440 - 560



252

253

A SUITE OF EDINBURGH CRYSTAL 'LOCHNIGAR' WHEEL ENGRAVED GLASS

Engraved with a band of fruiting vines, over a facet cut body, on knopped stems, including champagne bowls, wine, sherry and lacqueur glasses, flutes, tumblers and a square section decanter, marked 'Made in Edinburgh Scotland' (70)

£500 - 700 €580 - 810 US\$620 - 870





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



254 A COLLECTION OF EDINBURGH CRYSTAL 'THISTLE' GLASSWARE

With cut and engraved decoration depicting bands of thistles, design H828, including a square spirit decanter, a liqueur decanter, a water jug, a whisky jug, a candle lamp, a bell, and numerous pairs of glasses including small tot, large tot, punch cup, whisky tumbler, brandy, large brandy, highball tumbler and large O/F tumbler, marked Made in Edinburgh Scotland (27)

£500 - 700 €580 - 810 US\$620 - 870 255 A COLLECTION OF EDINBURGH

CRYSTAL 'THISTLE' GLASSWARE With cut and engraved decoration depicting bands of thistles, design H828, including a claret decanter and stopper, a wine decanter and stopper and numerous pairs of glasses including hock, saucer champagne, goblet, liqueur, sherry, claret, and white wine, marked Made in Edinburgh Scotland (28)

£500 - 700 €580 - 810 US\$620 - 870



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





Clindsor Castle

almoral Castle.

256 VICTORIA (QUEEN)

Two autograph letters, the first in the third person ("The Queen"), the second signed ("VRI"), to the Rev John Cameron Lees, in the first thanking him for an "interesting book & the fine Photographs of St Giles" which she did not realize was meant for her and which prompts her to look back on their meeting that afternoon and on the loss she has sustained [in the death of John Brown]: "She would wish to say also that she felt comforted & encouraged by all he said to her this afternoon. The Queen could not trust herself to speak of all she has gone thro' this year; -- or of the very heavy cloud which still rests on her; which she wished to do. - But she cannot refrain from saying now... the loss of one of the truest best, & most devoted of friends weighs very heavily on her. The brave, true loving honest Highland heart that served her --, watched over her, took care of her... for so long, & is totally irreplaceable! She can only pray that God who gave her this friend in the time of her grief... & has now taken him from her - May give her strength & courage to bear up against the loss of such a help & comfort when it was sent" [contractions expanded]; the second offering him the post of Dean of the Chapel Royal and Dean of the Order of the Thistle in place of "Our dear lamented friend Principal Tullach" and held formerly by "dear Norman McLeod" ("... No one could fill these offices more worthily than yourself or be a fitter successor to the distinguished, good & noble hearted Man whose great Spirit is now with His & our God!..."); the first letter seemingly complete but possibly lacking a second bifolium, 6 pages, both on paper bearing the royal cypher, black-edged mourning paper, 8vo, Balmoral Castle and Windsor Castle, 14 October 1883 and 21 February 1886

£600 - 900 €690 - 1,000 US\$750 - 1,100

'THE BRAVE, TRUE LOVING HONEST HIGHLAND HEART THAT SERVED HER' – QUEEN VICTORIA LAMENTS THE LOSS OF JOHN BROWN, her beloved 'Highland Servant' who had died a little over six months earlier, on 27 March 1883.

In 1887, the recipient of these letters, J. Cameron Lees, was in accordance with the second of these letters appointed first Dean of the reconstituted Chapel Royal in Scotland and Dean of the Order of the Thistle, Scotland's premier chivalric order, the two offices having been united by royal warrant in 1886. He was also an Honorary Chaplain to the Queen, and Minister of St Giles's, publishing *St. Giles', Edinburgh, Church, College, and Cathedral, from the Earliest Times to the Present Day* in 1889.

257 • QUEEN VICTORIA AT THE FALLS OF ARCHARN

Watercolour of the Falls of Archarn, inscribed for the Queen, in ink to verso "... falls of Archarn viewed by Queen Victoria 9th September 1842", on paper, 115 x 76mm.; together with an early twentieth century MacGregor-Whitton scrapbook, including two Christmas cards and another signed by the future Edward VIII, dated 1919, 1927 and 1918 respectively, other signatures include novelist Marie Corelli, Diana Mitford, [Earl] Dumfries [5th Marquess of Bute] and others on visits to Warwick Castle, Craigievar Castle and elsewhere, *approximately 40 pages, contemporary calf, 8vo,* together with another nineteenth century scrapbook of Mary & Gracy Murray, bookplate (3)

£300 - 500 €350 - 580 US\$370 - 620

Queen Victoria and Prince Albert first visited Scotland in September 1842, arriving in the port of Leith aboard the royal yacht. They went on to spend a belated honeymoon, in the royal tradition, at Taymouth castle and during this visit to she visited the Falls of Archarn.

258 •

LADY AMELIA ATHOLL'S BOOK OF COMMON PRAYER

The book of common prayer and administration of the sacraments, and other rites and ceremonies of the Church, according to the use of the Church of England: together with the Psalter or Psalms of David, pointed as they are to be sung or said in churches, *black printed title with red ruled borders, inscribed in ink "Amelia Atholl" to lower title, further inscribed in ink to verso of title "Lovatt his book, Given me by My Lady Marques of Atholl 1687", small loss to lower title margin reinforced to verso, printed in double columns with red ruled borders, paper repair to lower text of A2, loss to lower corner of R2, some staining and foxing to margins, Scottish Restoration binding, elaborate gilt decoration to upper and lower boards, spine in 7 panelled sections, later marbled end-papers [STC R35357; Wing B3643], 4to,* Cambridge, John Hayes, 1675

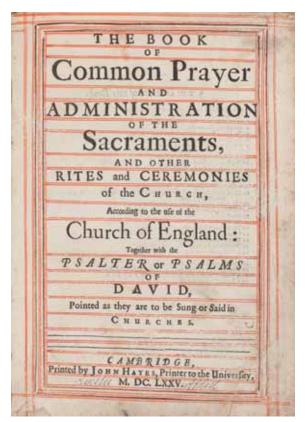
£500 - 700 €580 - 810 US\$620 - 870

Provenance: Lady Amelia Atholl, signed to title; Hugh Fraiser, 9th Lord Lovatt, inscription; thence by descent.

A gift from Lady Amelia Marques of Atholl to her son in law Lord Lovatt. John Murray, 1st Duke of Atholl, married Lady Amelia Ann Sophia Stanley, daughter of James Stanley, 7th Earl of Derby and Charlotte de La Tremoille. Their second daughter Lady Amelia Murray married Hugh Frasier, 9th Lord Lovatt.



257







259 MARY QUEEN OF SCOTS

Letter Signed ("Marie R" at foot) to [William Keith], the Earl Marischal of Scotland, in Scots, anent his reluctance to attend court: she accepts his "excusation in gude part" but reminds him to come to her as soon as his health will allow as his "advise on mony maters is verre needfull"; promising him furthermore not to take any action with regard to the Earl of Caithness, as requested by Keith in his letter; adding that "We ned not to be Langsun ffor we Luke schortlie for your awn presence" [abbreviations expanded]; integral address overleaf and contemporary docket, with later filing docket, trace of seal and original dispatch-slits; the opening 'M' of Mary's signature lightly inked 1 page, some slight dust-staining but overall in fine condition, folio, Edinburgh, 19 September 1566

£10,000 - 15,000 €12,000 - 17,000 US\$12,000 - 19,000

MARY QUEEN OF SCOTS PLEADS WITH A RELUCTANT EARL MARISCHAL, ten months before her enforced abdication. The recipient, William Keith, was hereditary Earl Marischal of Scotland and – more to the point – father-in-law of Mary's half-brother the Earl of Moray. Having failed to engineer a protestant marriage for Mary, Moray had staged a half-hearted rebellion (the so-called Chaseabout Raid) the year before and fled to England. He returned to Scotland in March 1566, armed with a £1000 subsidy from Elizabeth, the day after the murder of Mary's secretary, Riccio. Moray was to be reconciled with the Queen following the birth of her son, the future James VI and I, that June, and was close to her during the period of physical collapse and near-death suffered by her that October and November.

Their reconciliation notwithstanding, Moray was to adopt the same tactics as his father-in-law (as evinced by our letter) and avoid the court altogether as Mary's reign moved towards its denouement the following year. Moray used as his excuse not his own ill-health, but that of his beloved wife Annas (Agnes), the Earl Marischal's daughter: 'Moray's sudden wanderlust was the masterstroke of his career. His desire "to see the pairtis of France, Flanderis or ony uther pairtis beyond sey"... was delightfully vague, but the provision in his will which left Mary as the guardian of his daughter was exceptionally astute. To describe Moray's leave of absence during the tempestuous months from April to August as conspicuous would be an understatement' (Mark Loughlin, Dictionary of National Biography). Only after Mary's enforced abdication did Moray return to Scotland: 'On 15 August he interviewed his half-sister, who had abdicated on 24 July, 'like a ghostly father' ... in Lochleven, listing the errors of the final two years of her reign. On 22 August Moray was proclaimed regent for James VI, with the support of the confederate lords and the protestants of Edinburgh, and with Mary's endorsement' (Loughlin). The Earl of Caithness, concerning whom Mary offers the Earl Marischal her assurances, was a leading catholic and conservative supporter of Mary, and had taken Mary's side in her dispute with the protestant Moray the year before: 'In the crises of the last years of Queen Mary's personal rule he remained an ally of the gueen. After the murder of Darnley, Caithness acted as foreman of the jury at the sham trial which acquitted the earl of Bothwell of the crime' (Allan White, ODNB).

260 • MARY QUEEN OF SCOTS

[WALKER, ALEXANDER] Mary Queen of Scots, A Narrative and Defence, AUTHORS COPY, FIRST EDITION, plates, approximately 50 additional sheets pasted with correspondance to the author including a letter from Sir Henry Ponsonby, Aug. 10 1889, thanking the author on behalf of Queen Victoria, together with letters, articles and reviews of the book, contemporary decorative morocco gilt by William Jackson, Aberdeen, t.e.g., 8vo, Aberdeen, The University Press, 1889

£300 - 400 €350 - 460 US\$370 - 500

The book includes two letters from Charles Gore Hay, Lord Erroll to the Author Jul. 1889:

"...I have been deeply interested in your Narrative and Defense of Mary Queen of Scots - it seems to me that the evidence you bring forward in the defence is complete... I have mentioned the book to the Queen and you will see enclosed from Sir Henry Ponsonby that her Majesty will be happy to accept the copy...'

In addition another letter dated Aug. 10 1889, from Henry Ponsonby on behalf of Queen Victoria to the Author:

'I am commanded by The Queen to thank you for the copy of your book on Queen Mary which you have been kind enough to presernt to Her Majesty...'

261 SCOTTISH MANUSCRIPTS

Collection of manuscripts and printed ephemera, mostly comprising legal papers relating to the Chatto family of Mainhouse, Roxburgh, especially Alexander Chatto, Minister of Morebattle, as well as to Edinburgh, including two sets of estimates submitted (and seemingly signed) by the architect William Sibbald, for "improving the Inner House of Session" and "new Building for the Exchequer Hall" (without plans), Edinburgh, 27 June 1799; an insurance certificate taken out by the Edinburgh architect William Milne for buildings in the city (1770); a cashbook of c.1690-1724 (Roan and elsewhere); a printed Act for a New Levy of Horse, 6 pages, folded in a single sheet as issued, dust-stained, small 4to, Evan Tyler, 1648 [Wing S1082]; printed verses The Vision, A Poem [by Defoe], bifolium on a folded sheet, [c.1706], and much else; contained in a handsome wooden case bearing the brass ownership plate of Mr C.P. Boswell, 1583 and later

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



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

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262 SCOTT (WALTER)

Three promissory notes, each for £750 and made out to Sir Walter Scott, each signed by him on the reverse ("Walter Scott"), at five, four and three months notice, two signed by his publisher Archibald Constable, 24 October 1824, and one by his printer and partner James Ballantyne, 1 December 1825, the first two with later dockets indicating when dividends were paid, Coutts receipt stamps; together with two partly printed forms signed by a notary public, one stating that a cheque "could not be paid for want of Effects"; stamp-duty blindstamps, on three cheque-forms and two bifolia, 4to and oblong 8vo, the cheques issued at Edinburgh, 24 October and 1 December 1825

£600 - 800 €690 - 920 US\$750 - 1,000

Scott's publishing partners Archibald Constable & Co. and James Ballantyne & Co went bankrupt in the winter of 1825-26, leaving him with a personal indebtedness of Ω 35,000 which, famously, he devoted the rest of his life to paying off, by means of a series of dividends, to which two of these cheques bear witness. At around the time these cheques were issued, Scott was at the height of his fame and prosperity and that November began writing his famous journal: 'Within six months he was ruined and his wife was dead. He undertook to repay all his debts, and the Journal records how a heroic decision to do right and to act well gradually destroyed him mentally and physically' (David Hewitt, *ODNB*).

263 • SCOTS LAW

Lawyer's protocol book, largely in English (or Scots) with some sections in Latin, containing exemplars of marriage contracts (two examples), back-bonds, dispositions, instruments of consignation, contracts on a bargain of meal, and much else; the fly-leaf bearing the ownership inscription of Alexander Steuart, notary public, and with names of others of the family; the first leaf inscribed, amongst other jottings, with the titles and offices of Charles Stewart, third Duke of Richmond (1639-1672); with drafts for a Charles II diploma for the honours and dignities owing to Alexander Lyndsey of Evlick, 12 August 1666 [2nd baronet, d.1695], *approximately 400 pages, in several sections, some dust-staining and usual wear through use, contemporary sheep, 4to,* [second half of the 17th century]

£300 - 400 €350 - 460 US\$370 - 500

264 • BURNS (ROBERT)

Poems Chiefly in the Scottish Dialect, second (first Edinburgh) edition, half-title, name in ink to top of half-title 'C Watson', engraved portrait frontispiece, later calf, spine with gilt thistle devices, upper board detached, rubbed [Egers 2; Rothschild 556], 8vo, Edinburgh, for the Author, 1787

£300 - 400 €350 - 460 US\$370 - 500

265 •

BURNS (ROBERT)

Poems Chiefly in the Scottish Dialect, *third (first London) edition,* engraved portrait frontispiece, half-title, ownership inscription on end paper, contemporary calf, rebacked preserving original spine, rubbed, [Egers 2; Rothschild 556], 8vo, A. Strahan, 1787

£300 - 500 €350 - 580

US\$370 - 620

266 •

ROWLING (J.K.)

Harry Potter and the Chamber of Secrets, FIRST EDITION, *paperback*, A FINE COPY, *8vo*, Boomsbury, 1998

£300 - 400

€350 - 460 US\$370 - 500

267 •

SCOTT (WALTER)

The Waverely Novels, 25 vol., *third edition, engraved frontispiece, plates, uniformly bound in contemporary half calf, 8vo,* Edinburgh, Adam & Charles Black, 1871

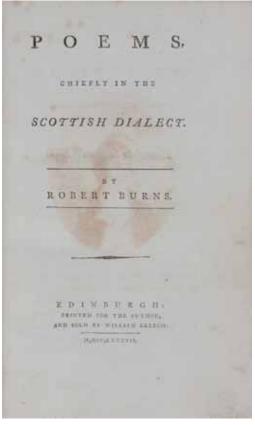
£200 - 300 €230 - 350 US\$250 - 370

268 •

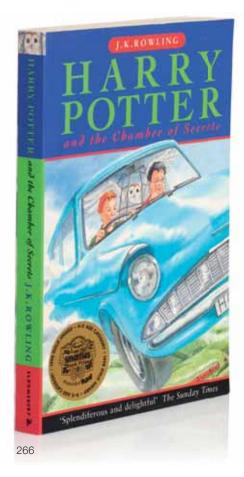
STEVENSON (ROBERT LOUIS)

The Works, 27 vol. (of 28 lacking Romances vol. VII), LIMITED EDITION 856 OF 1035 COPIES, *Edinburgh edition, uniform publisher's red cloth, t.e.g., 4to.,* T & A Constable, Edinburgh, 1895

£300 - 500 €350 - 580 US\$370 - 620



264



269 •

BRAEMAR & ABERDEEN

STIRTON (JOHN) Crathie and Braemar, A History of the United Parish, plates, blue publisher's cloth, faded to spine, 4to, Aberdeen, Milne & Hutchinson, 1925--WATT (WILLIAM) A History of Aberneen and Banff, 3 folding maps, Edinburgh, Blackwood, 1900--GILES (JAMES) Drawings of Aberdeenshire Castles, plates, Aberdeen, The Third Spalding Club, 1936--FRASER (G.M.) Aberdeen Street Names, Aberdeen, William Smith, 1911--PAUL (WILLIAM) Past and Present of Aberdeenshire, second edition, Aberdeen, Lewis Smith, 1881, publishers cloth, 4to and 8vo, together with 8 other books on Buchan and Deeside (13)

£100 - 150 €120 - 170 US\$130 - 190

270 •

DOUGLAS (ROBERT)

The Peerage of Scotland, 2 vol., second edition, contemporary half calf, Edinburgh, 1813--MAITLAND (WILLIAM) The History and Antiquities of Scotland, 2 vol., contemporary calf, A. Millar, 1757--SPOTSWOOD (JOHN) The History of the Church of Scotland. FIRST EDITION, frontispiece portrait, portrait of Charles I, R. Royston, 1655--DALRYMPLE (JAMES) The Institutions of the Law in Scotland, Edinburgh, 1681--MACKENZIE (GEORGE) The Institutions of the Law in Scotland, seventh edition, 8vo, Edinburgh, 1730--FREEBAIRN (JAMES) The Life of Mary Stewart, Queen of Scotland and France, Edinburgh, 1725, contemporary calf, folio unless otherwise stated, and other books (quantity)

£300 - 400 €350 - 460 US\$370 - 500

271 •

EDINBURGH

GRANT (JAMES) Old and New Edinburgh, its History, its People, and its Places, 3 vol., numerous engravings, publisher's green cloth, 8vo, Cassell, [c.1890]--SIMON (FRANK W.) Bits of Old Edinburgh, LIMITED TO 250 COPIES, 10 etched plates by Frank Simon, green publisher's illustrated cloth, spine splitting, folio, Edinburgh, George Johnston, 1885 (4)

£150 - 250 €170 - 290 US\$190 - 310

272 •

MACAULAY (KENNETH)

The History of St. Kilda, FIRST EDITION, half-title, engraved folding map, contemporary calf, upper board detached, 8vo, T. Becket and P.A. De Hondt, 1764

£200 - 300 €230 - 350 US\$250 - 370

273 • **ORKNEY & LEWIS**

MACKENZIE (MURDOCH) Orcades: or a Geographic and Hydrographic Survey of the Orkney and Lewis Islands, in Eight Maps. Exhibiting the Rocks, Shoals, Soundings... and Distant Views of the Land. Also an Account of the Orkney Islands; the Manner of Taking of the Survey; The States of the Tides...Interspersed with Suitable Directions for Sailors, FIRST EDITION, list of subscribers, trimmed to outside of title, list of subscribers and B1, 8 folding or double-page engraved maps by Emanuel Bowen, map one with tears, reinforced in part to verso together with technical drawing in red pencil to verso, maps two and three with tears to folds, map seven with large paper repair to the right quarter and reinforced to verso of lower edge with some loss to the margin, map eight with tear reinforced to verso, contemporary morocco backed limp boards, lacks backstrip, rubbed, folio, for the Author, 1750

£400 - 600 €460 - 690 US\$500 - 750

"Mackenzie set new standards for hydrographic surveying in Britain, by recognizing the importance of a good land survey using triangulation as the foundation of accurate marine surveying" (ODNB). Born in Kirkwall Mackenzie (c.1712-1797) surveyed Orkney and its coasts from 1744 to 1747, and briefly surveyed Lewis in 1748. The Orcades was a landmark in hydrographic surveying, it's importance at once recognised by the Admiralty which subsequently commissioned him to survey the whole of the west coast of Britain.

274 **•** ORKNEY

[GOWER (ELIZABETH LEVESON, Duchess of Sutherland)] Views in Orkney and on the North Eastern Coast of Scotland, etched title, 31 etched plates on 28 sheets, 12 vignettes, occasional spotting, contemporary red straight grained morocco gilt, upper board decorated with a Sutherland family armorial in gilt, g.e., folio, [no place or publisher], 1807

£400 - 600 €460 - 690 US\$500 - 750

275 • ORKNEY

WALLACE (JAMES) An Account of the Islands of Orkney ... to which is added, an essay concerning the Thule of the Ancients, folding engraved map and plate, armorial bookplate of Jno. Smith, Durham 1744, contemporary calf, rubbed, crudely rebacked [Wing W491], 8vo, Jacob Tonson, 1700

£300 - 400 €350 - 460 US\$370 - 500

276 • ORKNEY

WALLACE (JAMES) [A description of the Isles of Orkney; by Master James Wallace, late minister of Kirkwall, published after his death by his son]; An essay concerning the Thule of the ancients, two parts in one, FIRST EDITION, *lacks first title and 2 plates and map*, *some browning, lower corner missing from G3, title of second part with woodcut border, name in ink to front endpaper dated 1779, contemporary calf [Wing W492], 8vo,* [Edinburgh, printed by John Reid, 1693]

£200 - 300 €230 - 350 US\$250 - 370

277 •

ORKNEY, SHETLAND & WESTERN ISLES

A Voyage to Shetland, the Orkneys, and the Western Isles of Scotland, FIRST EDITION, some spotting, small paper flaw affecting one line of D3, armorial bookplate of Peter Forbes, name in ink to front pastedown, contemporary calf [STC T94722], Corbet, 1751--FEA (JAMES) Considerations on the Fisheries in the Scotch Islands, to which is prefixed A General Account elucidating the History, Soil, Productions, Curiosities... of the same, the Manners of the Inhabitants, folding engraved map, only 3 sections, it appears to be lacking final section, mounted on later sheet, later half morocco, upper board detached, rubbed, 8vo, for the Author, 1787, 8vo (2)

£200 - 300 €230 - 350 US\$250 - 370

278 •

ORKNEY & SHETLAND

[BRAND (JOHN, of Borrowstounness)] A Brief Description of Orkney, Zetland, Pightland-Firth & Caithness, paper repair to title and *2, short tear to head of *3, some soiling, notes in ink to endpapers and some margins, contemporary calf, upper board detached, lacking lower board, Edinburgh, George Mosman, 1701--EUNSON (GEORGE) The Ancient and Present State of Orkney, Particularly the Capital Borough of Kirkwall. To which are added, the petty tyrants; or, grinders of the poor. The characteristic New Year's gift, or, Lawrie's elections, lacks all before title, some staining, contemporary calf, rubbed, lacks upper board, Newcastle Upon Tyne, 1788, 8vo (2)

£200 - 300 €230 - 350 US\$250 - 370

279 •

ORKNEY

VEDDER (DAVID) Orcadian Sketches; Legendary and Lyrical Pieces, FIRST EDITION, ownership inscription to title page, contemporary cloth, William Tait, 1832--LYON (JAMES) A Letter Directed Thus, for Mr. James Lyon in Kirkwall, contemporary calf, [for the author], 1710--PEACE (WILLIAM) Peace's descriptive and historic hand-book to the Orkney Islands, publisher's cloth, Nimmo, 1862--LIDDELL (FRANCIS) The Melancholy Case of Francis Liddell, contemporary half morocco, R. Menzies, 1808--MACKENZIE (JAMES) The General Grievances and Oppression of the Isles of Orkney, contemporary blind-stamped calf, Laing, 1836--MONTEITH (ROBERT) Description of the Islands of Orkney and Zetland, contemporary half calf, Thomas Stevenson, 1845--[HONYMAN (WILLIAM)] Petition of The Incorporations of Weavers, Hammerman, Taylors, and Shoemakers of the Burgh of Kirkwall, 1789; [ROBERTSON (WILLIAM)] Answers for The Reverend Mr George Barry, Minister of the United Parishes of Kirkwall and St Ola, and for the Remanent Members of the Kirksession of the said Parishes, Pursuers; to the Petition..., 1789, two parts in one, later quarter calf -- [LOUTIT (THOMAS)] Copy Memorial, in Way of Defence for Thomas Lutit of Tenston, Merchant in Kirkwall, in the Action pursued afainst him before the Sheriff-court in Orkney, at the Instance of Andrew Ross. Chamberlain of Orkney. [probably 1757]; [ROSS (DAVID)] Answers for Andrew Ross, Chamberlain of Orkney Charger, to the petition of Thomas Loutit of Tenston, Merchant in Kirkwall, suspender, 1758; [ROSS (DAVID)] The Petition of Andrew Ross..., 1761; idem; [LOCKHART (ALEX)] Answers for Andrew Ross... To the petition of Mary Loutit, only child of the deceased Thomas Loutit of Tenston..., 1761, five parts in one, later guarter calf, together with 11 other books relating to Orkney, 8vo, many first editions, Edinburgh unless otherwise stated (19)

£200 - 300 €230 - 350 US\$250 - 370

280 •

PENNANT (THOMAS)

A Tour in Scotland; MDCCLXIX, *third edition, engraved title with vignette, 11 of 21 engraved plates, folding engraved map,* Warrington, Printed by W. Eyres, 1774; A Tour in Scotland, and Voyage to the Hebrides, MDCCLXXIV, *engraved title with vignette, 43 of 44 engraved plates (plate 13 missing),* Chester, Printed by John Monk, 1774; A Tour in Scotland MDCCLXXII Part II, *engraved title with vignette, 44 of 47 plates (plates 35, 37, 41 missing),* Printed for Benjamin White, 1776, *uniform contemporary calf, armorial book-plates, John Barnabas Maude;* Antiquities & Scenery of the North of Scotland, *engraved title with vignette, 21 engraved plates, John Norris, Norwich, damp stained to lower page edges throughout, 4to* (4)

£150 - 200 €170 - 230 US\$190 - 250

281 • SCOTTISH GENEALOGY

Inquisitionum ad Capellam domini regis retornatarum: quae in publicis archivis Scotiae adhuc servantur, abbreviatio, 3 vol., *modern quarter calf, folio,* by command of His Majesty King George III, 1811-1816

£150 - 250 €170 - 290 US\$190 - 310

LANDED PROPERTY IN SIXTEENTH AND SEVENTEENTH CENTURY SCOTLAND. Today called the *Retours* were among the earliest of the Record Publications edited by Thomas Thomson. They are indispensable to the genealogist, because they record from about 1544 to 1699 an authentic history by inheritance of the greater part of the landed property in Scotland, and the descent of most of its leading families.

282 •

SCOTTISH DRAUGHTS, OR CHECKERS

DRUMMOND (JOHN) The Scottish Draught Player; or, The Theory and Practice of that Scientific Game, FIRST EDITION, *one illustration in text, contemporary calf, surface losses to spine, rubbed, 8vo,* Falkirk, for the Author, 1838

£300 - 500 €350 - 580 US\$370 - 620

SCARCE, not in NLS or listed on COPAC.

283 •

SCOTTISH DRAUGHTS, OR CHECKERS

DRUMMOND (JOHN) The Scottish Draught Player; or, The Theory and Practice of that Scientific Game, second edition, second printing, one plate, Glasgow, for the Author, 1853--[JAMES SINCLAIR] The Game of Draughts; Containing one Hundred Games, frontispiece and 8 plates [Call 13], SCARCE, Glasgow, R. Ferguson, 1832, bound in one volume--DRUMMOND (JOHN) The Scottish Draught Player; or, The Theory and Practice of that Scientific Game, second edition, first printing, frontispiece portrait, one plate, Glasgow, for the Author, 1851, contemporary half calf, rubbed--ANDERSON (ANDREW) The Game of Draughts Simplified... with an Exposition of the Theory of the Move and its Changes by John Paterson, second edition, modern cloth, Neilson, 1852; idem, another copy, sixth edition, yellow publisher's cloth, Forrester, 1894, 8vo, Glasgow; A manuscript copy of Anderson's second edition together with Sinclair, contemporary cloth, ownership inscription of Henry Reid dated 1876, 4to--The Scottish Draughts Championship Tournament, The First to the Fifth and Seventh, 5 vol., Glasgow, Bryson, 1893-1899, together with 3 other titles on Scottish draughts, publisher's cloth, 8vo (13)

£300 - 500 €350 - 580 US\$370 - 620

"Sinclair holds an honourable place among the game's authors and players, and this book contains original play of importance... This is a scarce book" William Timothy Call, The Literature of Checkers.

284 • WILSON (JAMES)

A Voyage Round the Coasts of Scotland and the Isles, 2 vol., 21 engraved plates, lacking engraved folding map, contemporary half morocco by Hopkins, Glasgow, partially removed bookplate, Edinburgh, Adam and Charles Black, 1842--GILLESPIE (JAMES) Details of Scottish Domestic Architecture, plates, publisher's clothgilt, Edinburgh, George Waterson, 1922--CAW (JAMES) William McTaggart, tipped-in lithographed plates, publisher's cloth, t.e.g., Glasgow, James Maclehouse, 1917--SMALL (JOHN WILLIAM) Scottish Market Crosses, ONE OF 250 SMALL PAPER EDITIONS, publisher's decorative cloth, Stirling, Aenas Mackay, 1900--MILLAR (Alexander Hastie) The Historical and Mansions of Scotland, Perthshire and Forfarshire, photographic frontispiece, contemporaty half morocco, t.e.g., Alexander Gardner, 1890, plates, 8vo & 4to (7)

£300 - 400 €350 - 460 US\$370 - 500

285 •

DEER STALKING

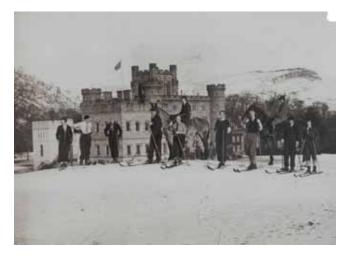
GRIMBLE (AUGUSTUS) The Deer Forests of Scotland, LIMITED TO 500 COPIES, plates after Thorburn, publisher's parchment-backed boards,, armorial book-plate of Walter J.H. Jones, 4to, Kegan Paul, 1896--SCROPE (WILLIAM) Days of Deer-Stalking, plates, modern half morocco, 8vo, Simpkin Marshall, 1894--MCCONNOCHIE (ALEXANDER INKSON) The Deer & Deer Forests of Scotland: Historical, Descriptive, Sporting, 1923; Deerstalking in Scotland, 1924, Witherby; Deer Forest Life, Maclehose, 1932, publisher's cloth, 8vo (5)

£100 - 150 €120 - 170 US\$130 - 190

286 • **GOLF**

MACDONALD (CHARLES) Scotland's Gift, Golf Reminscences by Charles Blair Macdonald 1872-1927, NUMBER 90 OF 260 COPIES SIGNED BY THE AUTHOR, FIRST EDITION, half-title, tipped-in colour frontispiece, 5 tipped-in colour plates, 40 black and white plates, contemporary half morocco, spine in six divisions incorporating gilt golfing devices, t.e.g., boards detached, rubbed, 4to, New York, Charles Scribner's Sons, 1928

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500











SKIING, CURLING AND TAYMOUTH CASTLE

29 Press photographs depicting skiing on Ben Lawers, Perthshire, Curling on the Aberfeldy club rink and New Year's Eve celebrations at the Taymouth Castle Hotel, *205 x 255mm. and smaller*, Sports & General, 31 December 1931 - 1 January 1932

£300 - 400 €350 - 460 US\$370 - 500

"Winter sports enthusiasts are doing their best to help the British Campaign Movement through the country, and Scotland is now the favourite spot for sportsmen who usually winter in Switzerland" Sport & General.

287





288 FILM POSTER - WHISKY GALORE!

ECKERSLEY (TOM) Ealing Studios Present Basil Radford & Joan Greenwood in Whisky Galore! from the novel by Compton Mackenzie, 'A Highland Fling on a Tight Little Island', pictorial poster, 760 x 500mm., Graphic Reproductions, [1949]

£400 - 600 €460 - 690 US\$500 - 750

289

PHOTOGRAVURE PRINTS - HILL AND ADAMSON

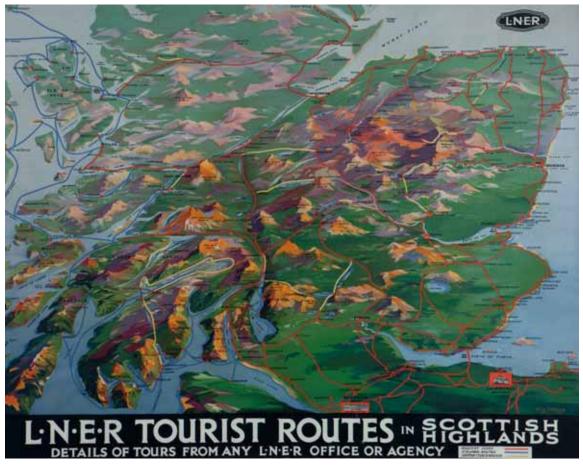
ANNAN (JAMES CRAIG) North Street, Fishergate; John Gibson R.A.; D. Henning & A.H. Ritchie; Dr. Munro; Lady in a floral dress; Girl in lace dress; Mrs Rigby; Principal Haldane, photogravure prints from the original calotype negatives, tipped onto card mounts, slight creasing, the fifth mentioned with abrasion, each approximately 210 x 155 mm., [c.1905] (8)

£700 - 900 €810 - 1,000 US\$870 - 1,100

290 **CLAN CHIEFS**

RAEBURN (HENRY MACBETH) [The MacNab; Col. Alistair MacDonell; Sir John Sinclair; and Dr. Nathaniel Spens in the Uniform of the Royal Company of Archers], 3 signed by Raeburn in pencil to lower margin, colour mezzotints, 660 x 405mm., and smaller, H.C.Dickins, Frost & Reid, together with another of a lady (5)

£500 - 700 €580 - 810 US\$620 - 870



291

EDINBURGH STEREOSCOPIC ATLAS OF ANATOMY

WATERSTON (DAVID, edited by) The Edinburgh Stereoscopic Atlas of Anatomy, 5 vol., approx. 250 slides of Human anatomy, each slide containing two stereophotographs of anatomical sections, contained within 5 boxes with original publisher's labels, sections I, II, IV & V in red boxes, section III in a blue box, 4to, Edinburgh, T.C & E.C. Jack, 1907, together with a later stereo viewer

£200 - 300 €230 - 350 US\$250 - 370

This collection of anatomical slides, edited by David Waterston former lecturer and demonstrator at The University of Edinburgh, was published to enable students to study the human anatomy in three dimensions. When observed with a suitable stereo viewer the photographs, which are taken at slightly different angles, appear through an optical illustion to be in 3D.

292 •

ROAD MAPS

TAYLOR (GEORGE) and ANDREW SKINNER Taylor and Skinner's Survey and Maps of the Roads of North Britain, or Scotland, *61 engraved strip maps, some staining and losses to margins, lacking title and folding map of Scotland, modern limp calf,* for the Authors, 1776

£300 - 400 €350 - 460 US\$370 - 500 293

A PLAN OF S.S. WOODARRA

S.S. "Woodarra". Rigging Profile. MLD. DIM.s 485' - 0" x 68' - 3" x 42'-3" to Shelter Deck. Scale -1/8 = one foot, *printed and rolled, 2141 x 780mm*, [1957]

£300 - 400 €350 - 460 US\$370 - 500

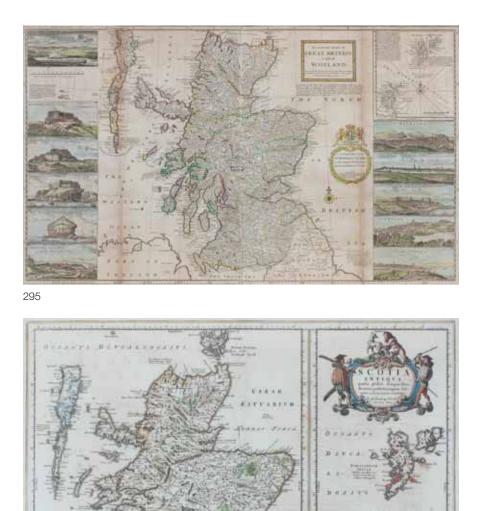
The SS Woodarra was built by Barclay, Curle & Co. Ltd., Glasgow in 1957 and was first purchased by the British India Steam Navigation Co. Ltd., London.

294 MAP - SCOTTISH RAILWAY

MASON (FRANK HENRY) LNER Tourist Routes in Scottish Highlands, *chromo-lithographed pictorial poster, 990 x 1260mm.,* Leeds, Chorley & Pikersgill, [1930]

£300 - 500 €350 - 580 US\$370 - 620

The North British Railway was amalgamated to become the LNER in 1921.



295 MAP - SCOTLAND

MOLL (HERMAN) The North Part of Britain called Scotland, *double-page hand-coloured engraved map, inset map of Shetland and Orkney and 11 panoramic views of cities, towns and castles, 610 x 1025mm.*, [D. Midwinter], 1714

£300 - 500 €350 - 580 US\$370 - 620

296 MAP - SCOTLAND

GORDON (ROBERT) Scotia antiqua, *double-page hand-coloured* engraved map, with inset for Orkney and Shetland Islands, Latin text to verso, 420 x 545mm., [Amsterdam, Blaeu, 1654]

£300 - 500 €350 - 580 US\$370 - 620





298

297 MAP - SCOTLAND

[ORTELIUS (ABRAHAM)] Scotia Tabula, hand-coloured engraved map, orientated to the west, 355 x 475mm., [Amsterdam, 1574]

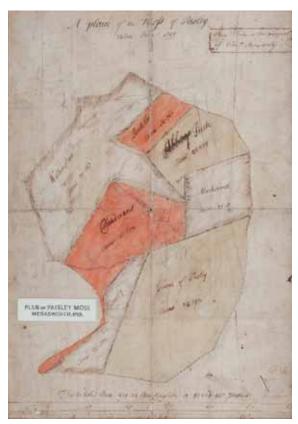
£400 - 600 €460 - 690 US\$500 - 750

298 MAPS - SCOTLAND

GORDON (ROBERT) Scotia antiqua, *double-page hand-coloured engraved map, with inset for Orkney and Shetland Islands, Latin text to verso, 420 x 545mm.*, [Amsterdam, Blaeu, 1654]--HONDIUS (HENDRIK) [Scotiae pars australis] [Southern Scotland], *double-page hand-coloured engraved map, 350 x 455mm.* [Amsterdam, c. 1662]--CARY (JOHN) A New & Correct Map of the North Part of Scotland, *double-page engraved map hand-coloured in outline, inset for the Isles of Shetland, 425 x 535mm.*, Stockdale, 1805--CONDER (T.) A New Map of the Middle Part of Scotland, *hand-coloured engraved map, 230 x 55mm.*, Hogg (c.1790) (4)

£400 - 600 €460 - 690 US\$500 - 750





299 MAP - SCOTLAND

CORONELLI (VICENZO MARIA) Scotia, parte meridonale; Scotia, parte settentionale, hand-coloured double-page engraved map on 2 sheets, mounted as one, extending from the Orkney Islands to the Solway Firth including the north-east coast of Ireland and part of the Isle of Man, decorative cartouches with allegorical figures, 895 x 630mm., [Venice, Coronelli, 1697]

£150 - 250 €170 - 290 US\$190 - 310

300

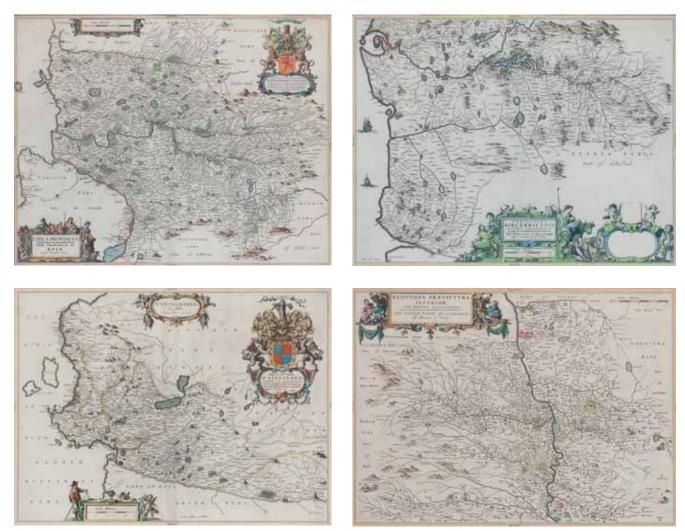
MAP - PAISLEY, MERKSWORTH & THE SITE OF GLASGOW AIRPORT

A Plain of the Moss of Paisley taken June 1719, this plan in the property of Chas. Maxwell [sic] manuscript map, outline and hand-coloured depicting the lands of Walkinshaw, Southbarr, Abbotsinch, Merksworth, Town of Paisley and Fergusly, 'The whole area 295.02 acre English, or 47204.437 perches', signed 'Watt' to lower margin, *ink on paper, backed on linen, creases where folded, modern title applied, 380 x 270mm.*, 1719

£300 - 500 €350 - 580 US\$370 - 620

THE LANDS OF CHARLES MAXWELL OF MERSKWORTH, RENFREWSHIRE. Today the mapped area includes all the lands of the town of Paisley, together with Abbotsinch, the site of Glasgow International Airport. It was also the site of Robert Adam's Georgian mansion Walkinshaw House, which was demolished to make way for the runway for a Royal Air Force airfield in the 1920's.

300



301

MAPS - SOUTH WEST SCOTLAND

PONT (TIMOTHY) Praefectura Kircubriensis quae Gallovidiae maxime orientalis pars est. The Stuartrie of Kircubright, the most easterlie part of Galloway; Coila Provincia, The province of Kyle; Cuninghamia; Glottiana Praefectura Inferior, cum Baronia Glascuensi, The nether ward of Clyds-dail and Glasco, *hand-coloured double-page engraved maps, 450 x 575mm. and smaller,* [Amsterdam, Blaeu, 1654] (4)

£400 - 600 €460 - 690 US\$500 - 750

From Blaeu's Atlas of Scotland.



FURNITURE, WORKS OF ART, CLOCKS AND SCIENTIFIC INSTRUMENTS Lots 302 - 353





The 'Flying Scotsman' was the unofficial name given to an express passenger train service that first ran in 1862 between London King's Cross and Edinburgh, Waverley. In 1924 the locomotive was chosen to be exhibited at the British Empire Exhibition at Wembley until the following year. It was at this time the 'Flying Scotsman' was given its colloquial name to publicise the London and North Eastern Railway (LNER) passenger service between London and Scotland. In 1928 the locomotive worked the inaugural non-stop 'Flying Scotsman' service and ran the 392 miles between King's Cross and Edinburgh in 7 hours 20 minutes, the year after it featured in the UK's first 'talkie' movie of the same name.

In 1934 it also broke the world record and became the first steam engine in the world to reach 100mph at Stoke bank, near Grantham. Sadly after '40-years minus 3 weeks' of public service *Flying Scotsman* was withdrawn from active service under British Rail in 1963 and was moved to Doncaster Works.

The locomotive was bought privately by Alan Pegler who restored it to its former LNER condition and its famous apple green livery. Pegler then ran *Flying Scotsman* around the country for the next five years working a considerable number of private charter rail tours. Then in 1968 British Rail official ended steam traction on their rails. Subsequently Pegler decided to take *Flying Scotsman* to the USA and Canada to work as an exhibition train. During the winter of 1968/69, it was sent back to Doncaster Works, where it was 'trial-fitted' with a 'pilot' - otherwise known as a cowcatcher (Lot 302), an Americanstyle buckeye coupling, a high-intensity headlamp (Lot 303), a bell (Lot 306), and an American-style whistle and air brakes. Sadly in 1972, despite a successful American tour lasting from 1969, Alan Pegler was declared bankrupt and all his assets, including *Flying Scotsman*, were seized by the American tax authorities.

Fortunately, Sir William McAlpine financed the return of *Flying Scotsman* to the UK in February 1973 and as it was in such good condition, the British Rail authorities allowed the locomotive to run under its own steam from Liverpool to Derby Works.

In October 1988, *Flying Scotsman* operated a brief Australia tour, and in August 1989 set a world record for the longest non-stop run for steam traction. Until 2003 the train operated as a tour operator and made public appearances and performances under various ownerships.

In this year, *Flying Scotsman* was sold under a sealed bidding process - with The National Railway Museum (NRM) becoming the successful bidders. After running Flying Scotsman for a few seasons, it was withdrawn from service and given a £4.2m overhaul. It reentered service in January 2016 and it is once again running special excursions all over the country. Throughout its illustrious career the *Flying Scotsman* has created a worldwide recognition unparalleled by any other locomotive and has truly earned its slogan as "The Most Famous Steam Locomotive In The World".



OF FLYING SCOTSMAN INTEREST: A 'COWCATCHER'

Formed of rectangular bars with angular section joined t a red painted plate, inscribed '44 72', 221cm wide, 125cm deep, 54cm high (87in wide, 49in deep, 21in high)

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

The cowcatcher - known in North America as a pilot was constructed at Doncaster Locomotive Works in 1969 and was fitted to *Flying Scotsman* as a statutory requirement for it to run in North America. Originally painted bright red, it was subsequently painted black.

Exhibited

The National Railway Museum, York (February - June 2016).

Image acknowledgement: Paul Dowie Collection.

303

OF FLYING SCOTSMAN INTEREST: A LOCOMOTIVE HEADLAMP

Marked 'The Pyle National Company Chicago', with numerals '4472' to the side raised on brackets, 44cm wide, 70cm deep, 44cm high (17in wide, 27 1/2in deep, 17in high)

£5,000 - 8,000 €5,800 - 9,200 US\$6,200 - 10,000

The headlamp was fitted to *Flying Scotsman* as a statutory requirement for it to run in North America. It is of genuine American design and origin and was flown over from the USA to be fitted to *Flying Scotsman*.

Exhibited

The National Railway Museum, York (February - June 2016).

304

OF FLYING SCOTSMAN INTEREST: A PAINTED STEEL NAMEPLATE

Of arched rectangular form, 241cm wide, 241cm wide, 32cm deep, (94 1/2in wide, 12 1/2in deep,

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200



302

305 OF FLYING SCOTSMAN INTEREST: A PAINTED STEEL NAMEPLATE

Of arched rectangular form, 241cm wide, 32cm deep, (94 1/2in wide, 12 1/2in deep,

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

These two nameplates were made during the Sir William McAlpine era of ownership of *Flying Scotsman*, when it was based at Carnforth during the 1980-90s. The nameplates were fitted to the sides of a cinema van that would accompany Flying Scotsman around on tour.





306 OF FLYING SCOTSMAN INTEREST: A LOCOMOTIVE BELL

The bell inscribed 'Donated by Southern Railway System 1969' within a black painted iron support, 56cm wide, 40cm deep, 73cm high (22in wide, 15 1/2in deep, 28 1/2in high)

£7,000 - 10,000 €8,100 - 12,000 US\$8,700 - 12,000

The Bell was fitted to *Flying Scotsman* as a statutory requirement for it to run in North America. Presented by W. Graham Clayton, President of the Southern Railway system, the Bell had originally come from Nashville, Tennessee and had been flown over from the USA to be fitted to *Flying Scotsman*.

Exhibited

The National Railway Museum, York (February – June 2016).

Image acknowledgement: Paul Dowie Collection



308 Alan Pegler wearing his 'tam o' shanta



Of dished form with multiple holes, 153cm in diameter, 19cm high (60in deep, 7in high)

£500 - 700 €580 - 810 US\$620 - 870

The Smokebox Door was also carried by *Flying Scotsman* during its North American Tour, The smokebox door was later removed from *Flying Scotsman* at Carnforth.



308 OF FLYING SCOTSMAN INTEREST: A LATE 20TH CENTURY 'TAM O SHANTER' HAT

Of typical form in a Black Watch tartan.

£100 - 150 €120 - 170 US\$130 - 190

Provenance

Owned by Alan Pegler, former owner of *Flying Scotsman*.

Exhibited

The National Railway Museum, York (February – June 2016).

Image acknowledgment: James S. Baldwin





309 OF FLYING SCOTSMAN INTEREST: A PAINTED CAB SIDE PLATE

43cm wide, 51cm high (16 1/2in wide, 20in high)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,200

This Coat of Arms was originally fitted to the fireman's side of the cab of *Flying Scotsman* and was hand painted at Doncaster Works during 1966. It was fitted to Flying *Scotsman* during its 'North American Tour' and was removed when the locomotive returned to the UK in 1973.

Image acknowledgements: James S. Baldwin

310 OF FLYING SCOTSMAN INTEREST: A WATER SCOOP

Each constructed of bolted section on a pivot, 67cm wide, 65cm deep, 37cm high (26in wide, 25 1/2in deep, 14 1/2in high)

£300 - 500 €350 - 580 US\$370 - 620

311 OF FLYING SCOTSMAN INTEREST: A WATER SCOOP

Each constructed of a bolted section on a pivot, 67cm wide, 65cm deep, 37cm high (26in wide, 25 1/2in deep, 14 1/2in high)

£300 - 500 €350 - 580 US\$370 - 620

The water scoops were both removed at Carnforth depot during an overhaul, when *Flying Scotsman* was owned by Bill McAlpine.







OF EARLY AERONAUTICAL INTEREST: A 9CT GOLD SHIELD SHAPED MEDAL

Elkington & Co, Birmingham 1910

Stamped on one side with a depiction of an early bi-plane in flight above 'World Record Altitude & Speed' and engraved 'J. Armstrong Drexel Competitor' above a rampant lion and thistles, the obverse stamped with an image of an early monoplane in flight above Glasgow City Chambers, stamped 'Glasgow, Elkington & Co., 1910', '1st Scottish International Aviation Meeting Lanark', together with circular Royal Aero club medal stamped with a figure of Hermes strapping on his winged sandals, the obverse with a Kings crown above 'The Royal Aero Club, J. Armstrong Drexel Worlds Height Record 6595ft , Lanark August, 1910' (2.1cm x 3.5cm and 3.8cm diameter) (2)

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900 In August 1910, Lanark hosted the first international aviation show in Scotland. At the time, the spectacle was one of largest events organised in Scotland attracting 215,000 people to attend over the six days. Such was the size and ambition of the event that a new train station was built to accommodate the numbers, and the aerodrome Post Office was forced to employ 30 additional staff. Twenty-two aviators from across the world, and as far away as Peru, attended the event and generous cash prizes were awarded for events such as long distance, cross country, speed, altitude, weight carrying and delivery of dispatches. During the show world records were achieved for both altitude and speed.

In 2010, a centenary memorial statue was erected in Lanark commemorating the event.

John Armstrong Drexel (1891–1958) was an American aviation pioneer. He was the grandson of Anthony Joseph Drexel, millionaire banker and founder of Drexel University.

During World War I, he flew with the French Lafayette Escadrille until 1917. He was subsequently commissioned Major in the Aviation Section, U.S. Signal Corps, serving until the end of the war in the United States Army Air Service.

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

313 AR BENNO SCHOTZ (ESTONIAN, 1891-1984)

The Psalmist

Raised on a green marble base, inscribed to the base 'Benno Schotz', 14cm wide, 13cm deep, 40cm high (5 1/2in wide, 5in deep, 15 1/2in high)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

'The Psalmist' (1974) can be found in its full sized form in the JT Honeyman Memorial Garden of Kelvingrove Park, Glasgow; it also stands as part of the figural group entitled 'Saraband', which stands in the Vale of Leven School, Alexandria.

This miniature version was created in 1962; another example of this size was sold as part of The Studio Sale of Benno Schotz, Christie's, Glasgow, 24th September 1997, lot 132.

314

A MULTI-FACETED SANDSTONE SUNDIAL, NORTH-EAST SCOTLAND

Of dodecagon form, the inset areas forming dials, weathered and algaed, *34cm wide*, *36cm deep*, *44cm high (13in wide*, *14in deep*, *17in high)*

£500 - 800 €580 - 920 US\$620 - 1,000

For further reading please see, Denis Cowan, *Sundials of Scotland*, for the Author, 2011.







315 A RED DEER ROYAL STAGS HEAD

13 points, mounted on a wooden plaque, with applied label reading 'Cumloden 1925', 80cm wide, 65cm deep, 137cm high (31in wide, 25 1/2in deep, 53 1/2in high)

£600 - 800 €690 - 920 US\$750 - 1,000

Cumloden House, near Newton Stewart, Dumfries and Galloway, is the family seat of the Earl of Galloway, the senior branch of Clan Stewart.

316 A GLAZED AND CASED BRACE OF CAPERCAILLIE

A cock and hen modelled on a naturalistic base, 93.5cm wide, 48cm deep, 76cm high (36 1/2in wide, 18 1/2in deep, 29 1/2in high)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500



316

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



317 AN ANTLER CHANDELIER

Comprising a quantity of antlers made to form a circular chandelier with applied electrified candles and moulded glass shade to underside, together with a similar electrified antler standard lamp with shade, 83cm diameter, 71.5cm high (32 1/2in diameter, 28in high), the standard lamp 55cm wide, 42cm deep, 149.5cm high (21 1/2in wide, 16 1/2in deep, 58 1/2in high) (2)

£600 - 800 €690 - 920 US\$750 - 1,000

318

A COLLECTION OF WINE BOTTLE WAX SEALS FOR COCKBURN & CO. LTD., LEITH

The majority of the seals stamped with the company name, others with spirit names, with brass stamps mounted on wooden rounded handles (some with damages) (qty.)

£500 - 800 €580 - 920 US\$620 - 1,000





317

319

AN EARLY 17TH CENTURY BRONZE BELL Inscribed 'George Biset 1605'

Of typical form with suspension ring and inscription band, the clapper with bulbous terminal, *18cm diameter, 24.5cm diameter (7in diameter, 9 1/2in high)*

£600 - 800 €690 - 920 US\$750 - 1,000

George Biset (sic) was born in 1551 at Lessendrum near Huntly, Aberdeenshire. By repute he donated this bell to the nearby kirk of Drumblade where he was later buried.

Lessendrum was the ancestral home of the Bisset family who have been described as 'the oldest established line in Aberdeenshire' with Norman roots. The family was granted the estate in 1252, and the house was renovated and developed over the centuries, finally succumbing to a fire in 1928.

320

A TAPPIT HEN AND PEWTER PLATE

Of baluster form, with later gadrooned finial, upright thumbpiece and internal plouk, together with a large pewter plate stamped to the base with the Royal Crest, and Britannia, *the tappit hen 28.5cm high (11in high), the plate 37cm diameter (14 1/2in diameter)* (2)

£300 - 500 €350 - 580 US\$370 - 620



A LATE 19TH/EARLY 20TH CENTURY BRACKET CLOCK

Retailed by James Hardy & Co., of Aberdeen

The 7in rectangular dial with foliate engraved dial centre, silvered chapter ring with Arabic numerals and subsidiary chime silent, advance/retard, and chime on 8 bells, and Westminster chime adjustment dials, the triple train movement striking an array of gongs contained within an architectural case with gilt metal mounts, *43cm wide, 29cm deep, 68cm high (16 1/2in wide, 11in deep, 26 1/2in high)*

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900



322



322

A LATE GEORGE III MAHOGANY LONGCASE CLOCK

The painted dial inscribed 'A. Miller, Edinburgh', with subsidiary seconds and date dials, enclosed by an arched glazed door surmounted by a broken swan neck pediment centred by a ball and spire finial, the trunk fitted with a moulded arched rectangular door flanked by fluted demi-columns, on box base and bracket feet., 53cm wide, 24cm deep, 127cm high (20 1/2in wide, 9in deep, 50in high).

£600 - 800 €690 - 920 US\$750 - 1,000

323 Y Φ

A 19TH CENTURY ROSEWOOD AND BRASS MARINE BAROMETER

Dobbie McInnes, Limited Glasgow Greenock & South Shielda The arched dial with twin adjustable verniers, above mercury thermometer and brass circular cylindrical cistern, the rear with applied paper calibration certificate, dated 1940, 7.5cm wide, 4.5cm deep, 92.5cm high (2 1/2in wide, 1 1/2in wide, 35in high)

£300 - 500 €350 - 580 US\$370 - 620

324

A SCOTTISH MAHOGANY, BRASS-BOUND AND MOUNTED **TWO-DAY MARINE CHRONOMETER**

The dial inscribed Christie & Wilson, Glasgow.

the 3.5in diameter silvered dial with 56-hour up/down power reserve indication, subsidiary seconds dial and stamped inscribed 'no. 700', and 'Christie & Wilson, 90 Broomielaw, Glasgow', the mahogany box with bone plaque signed 'Christie & Wilson, 700, Glasgow', with recessed brass handles, and inlaid brass starbursts, 18.5cm wide, 18cm deep, 18cm high, (7in wide, 7in deep, in high)

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900





323



A 19TH CENTURY PLASTER BUST OF ROBERT BURNS

Based on the portrait by Alexander Nasmyth, 46cm wide, 33cm deep, 75cm high (18in wide, 12 1/2in deep, 29 1/2in high).

£250 - 350 €290 - 400 US\$310 - 440



326 AN EARLY 20TH CENTURY LIFE BOUY Inscribed SMS Markgraf

Of circular tubular form with partial rope grip, 70cm wide, (27 1/2in wide, 70cm Diameter, (27 1/2 in diameter)

£300 - 400 €350 - 460 US\$370 - 500

Provenance

The Wood Collection, Graemeshall House, Holm, Orkney.

SMS Markgraf was a Konig class battleship of the German Imperial Navy. It was launched on 4th June 1913 and took part in the battle of Jutland where she received five artillery hits that killed 11 of her crew.

The Markgraf was interned after the end of World War I at Scapa Flow in the Orkney Islands along with the entire German Fleet. On 21st June 1919 a group of Royal Marines, trying to prevent the scuttling of the ship, killed the captain Walter Schumann and the first officer, Hermann Dittman. This action was in vain as she was scuttled along with the entire German fleet.

The wreck of the SMS Markgraf still lies in Scapa Flow, near the island of Cava.

327

A PAIR OF 19TH CENTURY OAK AND BRASS-MOUNTED STAVED BICKERS

Of typical form, with one elongated stave, 19cm wide, 19cm deep, 31cm high (7in wide, 7in deep, 12in high) (2)

£200 - 300 €230 - 350 US\$250 - 370

328

OF ROYAL INTEREST: TWO PAIRS OF SHOES MADE FOR QUEEN MARY

Retailed by John Thomson of Schoolhill Aberdeen and made by Murray of London & Ontario, both pairs with original boxes, one pair two-tone, both unused condition and kept by the retailer for display purposes. (2)

£500 - 700 €580 - 810 US\$620 - 870





329 (detail)

329 AR TIM STEAD (SCOTTISH 1952- 2000) AN OAK, ASH AND MAHOGANY COFFEE TABLE, UNIQUE

Designed and executed c.1980

The inlaid circular top with raised central section and two flattened edges inset with studs, raised on four legs *126cm wide*, *125cm deep*, *40cm high* (49 *1/2in wide*, 49in deep, *15 1/2in high*)

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance

The current owner commissioned Tim Stead to make the present example with the specific requirement that it should not take up too much room when not in use. To this end, flattened edges were employed to enable the table to be stored on its side. 330 AR

TIM STEAD (SCOTTISH 1952-2000) A PAIR OF ASH AND ELM CHAIRS

Each square section back with inlaid details above a shaped seat, raised on square section legs, 58cm wide, 49cm deep, 107cm high (22 1/2in wide, 19in deep, 42in high).

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700

Provenance

Purchased directly from the artist in 1981.





331 AR

MARK STODDART (SCOTTISH, BORN 1960), A PATINATED BRONZE TABLE IN THE FORM OF A PAIR OF DOLPHINS

The circular glass table top, supported by a pair of bronze swimming dolphins, numbered 26/99, 127cm in diameter, 46cm high (50in in diameter, 18in high).

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500





A PAIR OF EARLY 20TH CENTURY PAINTED BEDS

Made by the workshop of Lady Eleanor Lucy Kinloch The fabric covered head and footboard painted with floral and foliate designs, signed 'Silas', *91.5cm wide, 200cm deep, 146cm high (36in wide, 78 1/2in deep, 57in high).*

£600 - 800 €690 - 920 US\$750 - 1,000

Provenance

The Kinloch family of Gilmerton House, East Lothian.

These beds and the double bed in the following lot were made in London by a furniture and design firm set up by Lady Eleanor Lucy Kinloch shortly after the end of the World War I. The showroom and workshop were based in Chelsea and employed artists, many of whom were Italian, to paint and decorate the furniture. Patrons are understood to have included Queen Alexandra.

333 AN EARLY 20TH CENTURY PAINTED DOUBLE BED

Made by the workshop of Lady Eleanor Lucy Kinloch The fabric covered head and footboard painted with floral and foliate designs, signed 'Laras', *53cm wide, 200cm deep, 181cm high (20 1/2in wide, 78 1/2in deep, 71in high).*

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

Provenance

The Kinloch familly of Gilmerton House, East Lothian.





334 A 19TH STRAW-BACKED CHAIR Orkney or Shetland Isles

The soft wood frame with lip-work black oat straw back, above enclosed short arms and a boarded base with frieze drawer, on stile supports, *58cm wide*, *45cm deep*, *104cm high* (*22 1/2in wide*, *17 1/2in deep*, *40 1/2in high*).

£500 - 800 €580 - 920 US\$620 - 1,000

This interesting chair bears similarities to straw back chairs made on Shetland and Fair Isle. The back is of a more angular form and slightly deeper than the typical Orkney models. The arms and base are boarded to keep out the drafts, while in many Orkney chairs they are open. In an example held in the collection of the Highland Folk Museum, Kingussie and an example at The Bod of Gremista, Shetland, the terminals of the arms are set into extensions of the legs, as in the present example. However in the same examples the uprights supporting the back dissect and are incorporated into the base panelling, whereas in this case the same supports are attached to the sides in the Orkney manner.

See Bernard Cotton 'Scottish Vernacular Furniture' published by Thames & Hudson Ltd., 2008, p250-261, plates 467 and 468.



335 AN ORKNEY CHAIR OF KIRKNESS TYPE Of typical form, with woven black oat back an

Of typical form, with woven black oat back and curved terminals, 54cm wide, 49cm deep, 82cm high (21in wide, 19in deep, 32in high)

£400 - 600 €460 - 690 US\$500 - 750

By repute this Orkney chair was made as a wedding present, and dates back to the late 1800's, built from reclaimed timber salvaged during major refurbishment and restoration, of St. Ninians Church in Deerness.



Of typical form, with woven black oat straw back and canopy, the base fitted with a drawer, raised on rockers, 64cm wide, 70cm deep, 147cm high (25in wide, 27 1/2in deep, 57 1/2in high).

£400 - 600 €460 - 690 US\$500 - 750





337 SIR ROBERT LORIMER, AN OAK ARMOIRE FOR BALMANNO CASTLE, PERTHSHIRE

Designed and executed c.1915

Of elongated rectangular form with two panelled cupboard doors, one carved with a pierced panel of monkeys amidst fruit and foliage above three linen fold panels, the other with a pierced panel of pigs foraging for acorns above three linen fold panels, raised on block feet, *107cm* wide, 69cm deep, 244cm high (42in wide, 27in deep, 96in high).

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Provenance

Commissioned by W. A. Miller, a Glaswegian shipping magnet, this armoire was made to compliment the interior decorative scheme of Balmanno Castle, Perthshire. Designed by Sir Robert Lorimer, the pierced and carved panel doors are reflected in a sideboard, in The National Museum of Scotland, Chambers Street, Edinburgh. The carving on this armoire is thought to be the work of William Alexander Clow, who worked on the Thistle Chapel, St. Giles Cathedral, Edinburgh.



337 (detail)



337 (detail)

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



338 (detail)



338 (detail)



338

A MASSIVE 19TH CENTURY MAHOGANY AND STAINED PINE 'ROBERT BURNS' CHIMNEY-PIECE, REMOVED FROM MONTRAVE HOUSE, LEVEN, FIFE

Attributed to Gerrard Robinson, Newcastle Carved overall with depictions of various scenes from the work of Robert Burns, *external measurements: 300cm wide, 65cm deep, 362cm high (118in wide, 25 1/2in deep, 142 1/2in high) the internal aperture 125cm wide, 125cm high (49in wide, 49in high)*

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500



338 (detail)

This monumental chimney-piece depicts various scenes from the works of Robert Burns:

The fire-surround has 60% life-size statues of Robert Burns and Highland Mary flanking the opening surmounted by 'The Ode to Toothache' and 'A Man's a man for a' that', a skit. To the frieze is a central scene of 'The Jolly Beggars', the 'Pygmy Scraper' is recognisable with a fiddle.

The overmantel has a scene of 'The Twa Dugs', with Luath the Collie and Caesar the Newfoundland surmounted by the central large panel depicting 'Halloween', elaborately carved with many activities including the boys dookin' for apples. To one side is 'Death and Dr. Hornbrook', with Alloway's Old Haunted Kirk behind and to the other 'John Anderson My Jo John'. These are surmounted by figures of Soutar Johnnie and Tam O'Shanter leaning out of windows. The cornice is carved with five devils, with the Piper from Tam O'Shanter to either side.

Provenance

Sir John Edward Gilmour, 3rd Baronet, DSO, TD, DL, M.P., and Lady Gilmour, Montrave House, Leven, Fife, offered for sale as part of the sale-on-the-premises of Montrave House, 24th – 26th June 1969, Lot 589 (illustrated in the catalogue), by Thomas Love & Sons, Ltd, Perth. Montrave House was demolished in 1971.

The chimney-piece was purchased by Sir John Gilmour, 1st Baronet DL (1845-1920) who was the great-grandfather of the vendor in about 1887/88 upon the completion of the extensive enlargement of Montrave (he added over 100 rooms!) after he had purchased the estate around 1873. By family tradition it was thought to have been carved in Newcastle or Northumberland but the attribution to Gerrard Robinson only came to light after the appearance of a photograph of it in The Sunday Post newspaper on 22nd January 1995.

Gerrard Robinson (1834-1891)

Robinson became an apprentice 'carver and gilder' at the age of 14 at the firm of Thomas H. Tweedy of Grainger Street, Newcastle and remained with them until 1862. He was heavily involved in the carving of some of the firms four highly ornamental pieces for the 1862 Exhibition; a figure of Robinson Crusoe, a Tam O'Shanter panel and two large sideboards (one called 'The Robinson Crusoe Sideboard' and the other heavily carved with scenes from the plays of William Shakespeare).



338 (detail)

Later in 1862 Robinson set-up business on his own in Newcastle. Between 1862 and 1863 he carved what is regarded as his masterpiece 'The Chevy Chase Sideboard' which he was unable to sell at the exhibition at Newcastle's Central Exchange in August of 1863. He moved to London at the end of this year (taking the sideboard with him) and spent three years in the capital, during which time taught wood-carving to, amongst others, the Earl of Caithness.

During his time in London he carved smaller items including eagle lectern's for churches including St. James's in Piccadilly. In 1866 he returned to Newcastle and during the late 1860s and early 1870s he entered his most productive period carving a huge chimney-piece and four large chairs for Lord Manver at Thoresby, Nottingham and a sideboard for Sir George Chetwynd at Grendon Hall amongst others. In June 1873 Robinson held an auction of around 70 lots of his own stock including 'Ivanhoe' and 'Robin Hood' sideboards. Through the remainder of 1870s and 1880s business continued (along with his teaching classes in wood carving) but commissions declined and he only worked on three more major pieces - in 1887 he carved panels showing scenes from the life of Queen Victoria for a 'Jubilee' sideboard made by a local cabinet-maker George Bennett. In 1888 he carved a huge 'Burns' sideboard for Bennett (is the 'sideboard' actually this chimney-piece?) for Bennett which was exhibited in Newcastle, Edinburgh and York. Robinson's son Henry worked on the 'heavy' part of the 'sideboard' whilst 'father did the principal work in his studio, 15 Pine Street'. It is a tantalising thought that the 'Burns sideboard' is actually this chimney-piece. The fact it was purchased at the same time that Gilmour completed his enlargement of Montrave and that it was exhibited in Edinburgh the same year indicates the real possibility it is one and the same. Robinson had one last major piece which was a second version of 'The Chevy Chase Sideboard' made as a retirement gift for Joseph Snowball, the Duke of Northumberland's steward. Robinson died from pneumonia on 16th March 1891.

Reference: catalogue published by Tyne and Wear Museums to coincide with the exhibition 'Gerrard Robinson: Newcastle Woodcarver', Laing Art Gallery, Newcastle upon Tyne, 28th February – 18th April, 1991 and the Shipley Art Gallery, Gateshead, 27th April – 27th May 1991



A 19TH CENTURY CARVED OAK 'ROBERT BURNS' SIDEBOARD

The upper section with carved cornice depicting 'Twa Dogs' the back board carved with a depiction of 'Tam O' Shanter' flanked by a figure of Robert Burns and Highland Mary, the lower section fitted with a single drawer above two cupboards doors, one depicting 'The Ode to Toothache', the other Burns receiving his poetical gifts from a goddess, raised on a moulded plinth and bun feet, *134cm wide, 68cm deep, 230cm high (52 1/2in wide, 26 1/2in deep, 90 1/2in high).*

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700 340

A PAPIER-MÂCHÉ AND EBONISED WINE TABLE, SECOND HALF 19TH CENTURY

Printed with a depiction of 'The Deer Stalker's Return' after Sir Edwin Landseer

The circular printed top with gilt and fret-work border, raised on an associated turned column and tripod base 40cm in diameter, 74cm high (15 1/2in in diameter, 29in high).

£300 - 400 €350 - 460 US\$370 - 500



340



341 A PAIR OF LATE 19TH CENTURY MAHOGANY GLAZED DISPLAY CABINETS

Bearing ivorine labels for Colin Hunter Glasgow Each with domed top surmounted by a carved acanthus finial, above a side door enclosing three petal-shaped glass shelves and a parquetry inlaid base, raised on cabriole legs and scroll feet, 76cm wide, 76cm deep, 211cm high (29 1/2in wide, 29 1/2in deep, 83in high).

£2,000 - 3,000 €2,300 - 3,500 US\$2,500 - 3,700



342 Y

OF ROYAL INTEREST: A 19TH CENTURY ROSEWOOD INFANTS ARMCHAIR

Upholstered in silk damask fabric, the seat and back both worked with a crowned V in gold thread, with scrolling arm terminals and raised on later cabriole legs with ball and claw feet; together with John Abercrombie M.D.'s certificate from the Royal College of Surgeons, dated 1823, with orange seal in a tin box, *34cm wide, 41cm deep, 59cm high (13in wide, 16in deep, 23in high).* (2)

£800 - 1,200 €920 - 1,400 US\$1,000 - 1,500

By repute made for Princess Victoria, the daughter of Queen Victoria and gifted to John Abercrombie, physician to the Royal family in Scotland.



342 (details)

343

OF ROYAL INTEREST: A 19TH CENTURY OAK SIDE TABLE

By repute intended for Osborne House The rectangular top with three-quarter gallery and moulded edge, above a frieze fitted with two drawers, each stamped 'Osborne', raised on barley-turned legs united by conforming stretchers, and concealed castors, *107cm wide*, *61cm deep*, *78cm high (42in wide*, *24in deep*, *30 1/2in high)*.

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900

This table recently featured on the BBC's Antiques Roadshow, an edition filmed at Balmoral Castle.

The table is understood to have been given by Queen Victoria as a wedding gift to a couple who worked on the Balmoral estate. The stamp on the drawers gave rise to speculation that the piece was made on the Balmoral estate and originally intended for another of the Queen's residences, Osborne House on the Isle of Wight.



343 (details)





A GEORGE III PAINTED SATINWOOD AND PARCEL-GILT PIER TABLE C.1775

In the Neoclassical taste

The D-shaped top with broad inlaid and penwork border depicting trailing flowerheads and ribbons, within narrow rosewood bands, the frieze centred by an oval panel painted with an allegorical figure of Autumn and attendants, within ribbon-tied and berried husks and oval paterae, raised on turned fluted legs, headed by beaded acanthus-tipped collars, *123cm wide, 60cm deep, 86cm high (48in wide, 23 1/2in deep, 33 1/2in high).*

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Provenance

The Cunninghame Graham family Thence by descent

Exhibited

The National Trust Scotland, on Ioan to Culzean Castle since 1982



344 (detail)



A GEORGE IV MAHOGANY 'ROMAN VASE' SOFA, EDINBURGH C.1830

The undulating back and out-swept arms, upholstered in green velvet raised on turned legs with gilt-brass caps and castors, 194cm wide, 75cm deep, 85cm high (76in wide, 29 1/2in deep, 33in high).

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,900

Further reading: David Jones, 'The Edinburgh Chair and Cabinet Makers' Books of Prices 1805-1825', published by Kirk Wynd Press 2000. In the introduction the classical influences from both Greece and Rome are discussed, a related sofa is illustrated p32, plate 52.

346 Y

A REGENCY ROSEWOOD AND BRASS INLAID SOFA TABLE, C.1820

in the manner of William Trotter

The rectangular top with rounded angles and cut-brass border, above a beaded frieze and tablet-moulded trestle ends united by a turned pole stretcher, raised on a platform base applied with scrolling trusses, and lion paw feet with scallop shell collars and concealed brass castors, 93cm wide, 170cm deep, 75cm high (36 1/2in wide, 66 1/2in deep, 29 1/2in high).

£4,000 - 6,000 €4,600 - 6,900 US\$5,000 - 7,500

Provenance

The collection of the Earls of Durham, Lambton Castle

Purchased in 1932 by Leo Lewin, a Jewish emigre, from the sale of the contents of Lambton Castle conducted by Anderson and Garland. In 1956 the table was given to the present owner's father and thence to him by descent.

The present table is closely related to a sofa table at Penicuik House, attributed to William Trotter, illustrated in 'A Dictionary of Edinburgh Furniture Makers 1660-1840' by Francis Bamford, published by the Furniture History Society in 1983, plates 75A and 75B.

Condition note: The table has two later 'bearers' above the trestle supports. The bearers were probably added to raise the table to a more practical height, from a typical sofa table height of 71-72cm to its current height of 75cm.

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



A PAIR OF REGENCY MAHOGANY LIBRARY BERGERE ARMCHAIRS, EDINBURGH C.1830

Each with green upholstered seat, arms, and back within shaped arms applied with roundels, raised on turned front legs and outswept tapering back legs on gilt-brass caps and castors, 66cm wide, 72cm deep, 98cm in diameter, (25 1/2in wide, 28in deep, (38 1/2in in diameter,

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,500

348

AN EARLY GEORGE III SIDE TABLE, EDINBURGH C.1760

In the manner of Alexander Peter The rectangular above a frieze drawer, raised on square tapering legs united by stretchers, 60cm wide, 54cm deep, 72cm high (23 1/2in wide, 21in deep, 28in high).

£250 - 400 €290 - 460 US\$310 - 500

The present table has an established Edinburgh provenance, and is also comparable to several similar models attributed to Alexander Peter in the collection of Dumfries House.





AN EARLY 18TH CENTURY OAK AND PINE CACQUETEUSE ARMCHAIR, NORTH-EAST SCOTLAND

Possibly a marriage gift

The undulating creating-rail carved with the date 1714 between two hearts, above a pair of scratch-moulded arms with unusual trefid terminals, raised on chamfered legs united by stretchers, some later repairs, 58cm wide, 54cm deep, 110.5cm high (22 1/2in wide, 21in deep, 43 1/2in high).

£300 - 500 €350 - 580 US\$370 - 620

350 A PAIR OF 17TH CENTURY CARVED WALNUT STANDARD CHAIRS

Each with thistle carved cresting over a caned panel within turned uprights, the carved seat on turned and scroll carved legs with thistle carved stretchers, 45cm wide, 54cm deep, 124cm high (17 1/2in wide, 21in deep, 48 1/2in high)

£2,500 - 4,000 €2,900 - 4,600 US\$3,100 - 5,000

Provenance:

Phillips, The Scottish sale, August 2000, lot 720



351 AN EARLY 18TH CENTURY OAK LAMBING CHAIR, SCOTTISH HIGHLANDS

The undulating creating-rail and baluster-shaped central splat within cacqueteuse arms, above a partly enclosed panel base incorporating a drawer, raised on stile feet, basically 18th century with one or two later repairs, 68cm wide, 56cm deep, 111cm high (26 1/2in wide, 22in deep, 43 1/2in high).

£700 - 1,000 €810 - 1,200 US\$870 - 1,200

This chair is an interesting amalgamation of traditional vernacular chair making of the type found in the Scottish Highlands and Islands, notably the shape of the arms, and the construction of the base, also the height of the seat, low to the ground in the crofting manner, with an awareness of more fashionable city-made furniture apparent in the use of the baluster splat.





352

A BOARDED ELM KIST, FIRST HALF 18TH CENTURY Scottish Highlands

With hinged lid and chip-carved corners, the slab-ends with V-shaped cut-away supports, 105cm wide, 49cm deep, 62cm high (41in wide, 19in deep, 24in high).

£250 - 400 €290 - 460 US\$310 - 500

353 OF COLDSTREAM GUARDS INTEREST: A MILITARY GEORGE III CAST IRON FIRE GRATE

Possibly from a barracks or government building, each side cast with GR Cypher and badge of the Coldstream Guards or Order of the Garter, *109cm wide, 33cm deep, 61cm high (42 1/2in wide, 12 1/2in deep, 24in high)*

£400 - 600 €460 - 690 US\$500 - 750

END OF SALE



353

19TH CENTURY EUROPEAN, VICTORIAN & BRITISH IMPRESSIONIST ART

Wednesday 27 September 2017 New Bond Street, London

THOMAS SIDNEY COOPER, RA (BRITISH, 1803-1902)

Repose signed and dated 'T. Sidney Cooper RA./1895' (lower left) oil on canvas 106.7 x 76.2cm (42 x 30in). £25,000 - 35,000

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Wednesday 11 October 2017 Edinburgh

Entries now invited

SAMUEL JOHN PEPLOE RSA

(1871-1935) Daffodils in a Glass Bowl (detail) Sold for £158,500

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Lots can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the Sale.

Condition Reports

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

The Seller's responsibility to you

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

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 l ot, to combine two or more l ots, 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 Buver 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 *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding* Form.

Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all / ots 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 l ot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

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

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

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

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

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

Percentage amount

4%

3%

1%

0.5%

0.25%

Hammer Price	
From €0 to €50,000	
From €50,000.01 to €200,000	
From €200,000.01 to €350,000	
From €350,000.01 to €500,000	
Exceeding €500,000	

8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer
 Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-propert/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 Buver's Agreement. The same applies in respect of the Seller. as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this Catalogue is restricted, in general, to

exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ^{*} of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
 6.1
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

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

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

4.2

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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 *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

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*.
- 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

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7.5

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 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;
- 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 to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

- 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.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

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6.2

- 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.
- 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.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 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 alinjury 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.

12 MISCELLANEOUS

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

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

GOVERNING LAW

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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 1SR.

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

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

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

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

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

"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.
- 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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