# THE SCOTTISH SALE Wednesday 25 April 2018

Edinburgh

# Bonhams

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# THE SCOTTISH SALE

Wednesday 25 April 2018 at 1pm 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 24750

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#### CATALOGUE £10

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Please see back of catalogue for important notice to bidders

#### ILLUSTRATIONS

Front cover: Lot 15 (detail) Back cover: Lot 22 (detail) Inside front cover: Lots 226-247 Inside back cover: Lot 281 (detail)

IMPORTANT INFORMATION

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



#### Gordon McFarlan, Andrew McKenzie, Simon Mitchell, Jeff Muse, Mike Neill, Charlie O'Brien, Giles Peppiatt, India Phillips, Peter Rees, John Sandon, Tim Schofield, Veronique Scorer, Robert Smith, James Stratton, Ralph Taylor, Charlie Thomas, David Williams, Michael Wynell-Mayow, Suzannah Yip.

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# SALE INFORMATION

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

#### **Glasgow Office**

Kirkhill House, Broom Road East Newton Mearns Glasgow G77 5LL +44 (0) 141 223 8866 +44 (0) 141 223 8868 fax

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101 New Bond Street, W1S 1SR +44 (0) 20 7447 7447 +44 (0) 20 7447 7400 fax Managing Director Charles Graham-Campbell

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Pictures Chris Brickley Colleen Bowen Iain Byatt-Smith May Matthews Chris Dawson (London)

Jewellery Nathalie Rodwell Rebecca Bohle

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Please note that all furniture and large works of arts not collected before Thursday 10 May 2018 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.

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









1 DAVID WEST RSW (1868-1936) Evening Lossiemouth

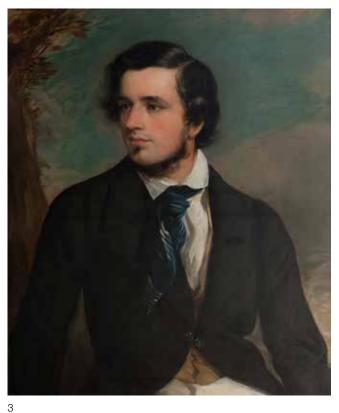
inscribed with title (to stretcher) oil on canvas 15 x 20 cm. (5 7/8 x 7 7/8 in.)

£700 - 1,000 €800 - 1,100 US\$990 - 1,400 2 DAVID WEST RSW (1868-1936) Moray Firth signed 'David West' (lower right); further titled (to stretcher) oil on canvas 15 x 21 cm. (5 7/8 x 8 1/4 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

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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#### 3 SIR FRANCIS GRANT RA (1803-1878)

Mr Henry Sydenham Singleton Esq; Mrs Mary Singleton (Violet Fane) oil on canvas 74.5 x 62cm. (29 5/16 x 24 7/16in.) a pair

#### £2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### Provenance

The sitters Thence by descent

Henry, an Irish landowner, married Mary Montgomerie Lamb in 1864. Mary Lamb was already a successful author, writing under the pseudonym 'Violet Fane', and her circle was said to include Oscar Wilde, Whistler, Swinburne and Lillie Langtry. They lived at Mell, Co. Louth, and were well-known in London society.





#### <sub>4</sub> AR **ALFRED FONTVILLE DE BREANSKI (1877-1957)** Ben A'an and Loch Katrine

signed 'A de Breanski Jr' (lower right); further signed, inscribed and titled (verso) oil on canvas 71.5 x 107 cm. (28 1/8 x 42 1/8 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

#### 5 AR

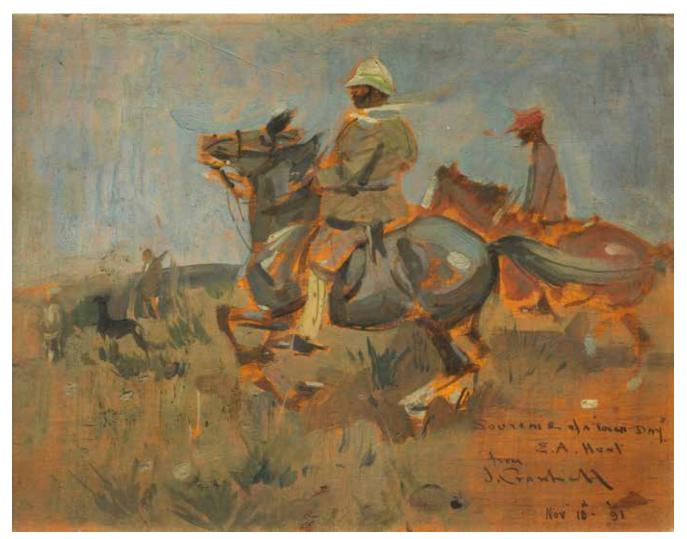
#### ALFRED FONTVILLE DE BREANSKI (1877-1957) Evening Loch Fyne

signed 'A de Breanski Jr' (lower right); further signed, inscribed and titled (verso) oil on canvas  $65 \times 77 \text{ cm}. (25 \text{ 9/16} \times 30 \text{ 5/16} \text{ in.})$ 

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

#### Provenance

With Frost and Reed, London



6

#### JOSEPH CRAWHALL RSW (1861-1913)

Souvenir of a Tough Day signed, inscribed and dated 'Souvenir of a "TOUGH DAY"/E.A.Hunt/ from/J.Crawhall/Nov 10th - '91' oil on panel  $26.2 \times 34 \text{ cm.} (10 \ 1/4 \times 13 \ 3/8 \text{ in.})$ 

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

#### Provenance

With Robertson & Bruce Ltd., Dundee

Joseph Crawhall's earliest Tangiers pictures date from 1887, when he is known to have visited in the company of Robert and Edwin Alexander. It became a favourite destination for Scottish artists including Alexander Mann, Lavery, Kennedy, Melville and Denholm Armour. There are various theories as to what may have attracted Crawhall to North Africa, including the essays written by his friend RB Cunninghame Graham, but most likely he relished the cheap cost of living (six shillings a day, including servants and access to two horses) and a warm dry climate which was beneficial to his fading health. Despite his reserved nature Crawhall was a central figure at the British Legation, which had a bustling social scene largely centred around horses, hunting and 'field sports' such as polo and pig sticking. He also rode with the 'Tangiers Hounds', and Cunninghame Graham recalls Crawhall as a rather dissolute character, often to be seen at the club sipping whiskies in faded pink hunting jacket (V Hamilton, *Joseph Crawhall, one of the Glasgow Boys*, Glasgow Museums, 1990).

This picture is a fascinating rediscovery in that Crawhall had largely abandoned oil painting by circa 1884. It is (precisely dated and) dedicated to his friend, the American painter Edmund Aubrey Hunt, who had moved to Tangiers in 1885. Although Crawhall's movements around this time are not known it is likely to have been painted in Morocco, or in Spain (he had exhibited bull fighting subjects painted at Algeciras that year).





7 **EDWARD ATKINSON HORNEL (1864-1933)** Blossom Time signed and dated 'EA Hornel 1917' (lower left) oil on board 35 x 25 cm. (13 3/4 x 9 13/16 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500





8

#### 8 ALLAN RAMSAY (EDINBURGH 1713-1784 DOVER)

Study for Portrait of Gentleman in a Velvet Coat, possibly Lord John Murray (circa 1759) inscribed '5th button/buttoned from/below' (upper right) black chalk, heightened with white, on buff paper  $47.5 \times 29.5 \text{ cm.}$  (18 11/16 x 11 5/8 in.)

#### £3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### Provenance

Sale; Edmiston's, Glasgow, circa 1945. Purchased by Mr Clark Hunter Miss MA Hunter, Paisley Sale; Sotheby's, Belgravia, circa 1981 Private Collection, Scotland

#### Literature

A Smart and J Ingamells, *Allan Ramsay, a Complete Catalogue of his Paintings*, Paul Mellon Centre, 1999, cat.687 figure 500

The vendor holds a letter from professor Alastair Smart, dated September 1981, calling it an 'extremely fine' Ramsay drawing. He states that he had already been aware of it from a photograph taken by the Paul Mellon Centre. Smart states how adept Ramsay became at indicating a likeness by even such slight touches and that the inscription, in his own hand, may well have been a (costume) direction to drapery painters in his studio.

He recognises similarities with Ramsay's oil portrait of General Lord Murray of Philiphaugh, and that (despite costume differences) 'nevertheless the sitter could be the same person'.





 $_9$  Φ SIR WILLIAM CHARLES ROSS, RA (1794-1860) Mother and child - the Hope family possibly signed with monogram (lower left) on ivory 22 x 17 cm. (8 11/16 x 6 11/16 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200



10 **SAMUEL BOUGH RSA (1822-1878)** A panoramic view of Edinburgh and Arthur's Seat from Blackford Hill/ the South signed and dated 'Sam Bough 1854' (lower left) watercolour *30.5 x 49.5 cm. (12 x 19 1/2 in.)* 

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200





12

11 **LOUIS BOSWORTH HURT (1856-1929)** Highland Cattle Watering signed 'L.B. Hurt' (lower right) oil on canvas 41 x 56 cm. (16 1/8 x 22 1/16 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### 12

WILLIAM BEATTIE BROWN, RSA (1831-1909) The River Dochart, Killin

signed and dated 'W.Beattie Brown/1862' (lower left) oil on canvas 47 x 77 cm. (18 1/2 x 30 5/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700



#### 13

#### SIR HENRY RAEBURN RA (1756-1823), AND STUDIO

Mrs Kennedy, of Dunure and Dalquharran oil on canvas 76 x 64 cm. (29 15/16 x 25 3/16 in.) in gilt exhibition frame

£6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000

#### Provenance

Purchased from the estate of Sir Alexander Walker (of Walker's whisky), Troon, in the early 1950s  $(\pounds75)$ 

#### Literature

Possibly W Armstrong, *Sir Henry Raeburn*, London, 1901 as the 'replica' referred to on page 106.

Raeburn painted a pair of three quarter length portraits of Thomas and Mrs Kennedy (now in National Gallery of Scotland) 1811-1812. Mrs Kennedy was daughter of architect John Adam

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#### 14 ALEXANDER HOHENLOHE BURR (1835-1899)

The Disputed Lottery inscribed on label fragment (verso) oil on board laid on panel 27 x 42 cm. (10 5/8 x 16 9/16 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### EXHIBITED

Glasgow, Glasgow International Exhibition, 1901

Burr was one of the celebrated Scott Lauder Group of painters at the Trustees Academy in Edinburgh which included McTaggart, Orchardson, Chalmers and Pettie. Burr excelled in painting children and his genre paintings have a light, humourous touch.



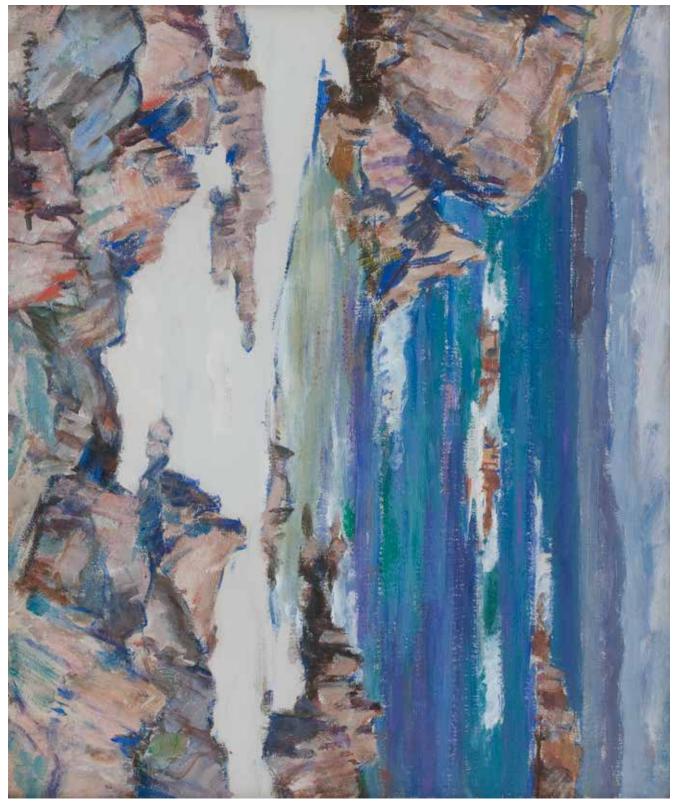
## 15 AR

#### JOHN MACLAUCHLAN MILNE RSA (1886-1957)

Calva Shore, Iona signed 'Maclauchlan Milne' (lower left); titled, inscribed and further signed 'Calva Shore/Iona/by Maclauchlan Milne RSA' to label affixed (to backboard) oil on board  $50 \times 60 \text{ cm}$ . (19 11/16 x 23 5/8 in.)

£30,000 - 50,000 €34,000 - 57,000 US\$42,000 - 71,000

Milne's earliest exhibited Iona pictures date from 1937, but he may have worked alongside Cadell and Peploe on the tiny island earlier in the decade. He had known them in Paris in the early 1920s.





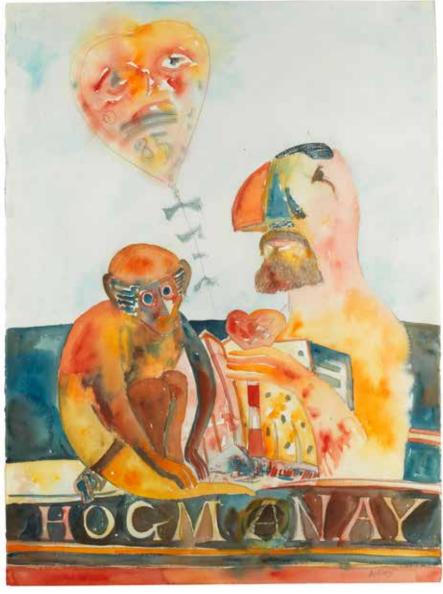
#### 16 AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931) Catch of the Day

signed 'Elizabeth V Blackadder/2 September 2011' (lower left) watercolour 37 x 49 cm. (14 9/16 x 19 5/16 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000

#### Provenance

A gift from the artist to the owner, who was her fishmonger



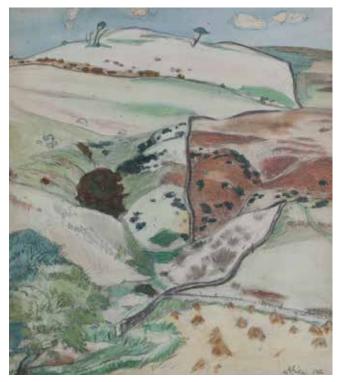
#### 17 AR JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013) Hogmanay signed 'Bellany' (lower right) pencil and waterrodour

pencil and watercolour 75.7 x 56.2 cm. (29 5/8 x 22 1/8 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### Provenance

Sale; Christie's, London, 26 March 1993, lot 66, where acquired by the present owner





18

#### 18 AR SIR WILLIAM GEORGE GILLIES CBE LLD RSA PPRSW RA (1898-1973) Blyth Bridge

signed and dated 'W Gillies 1956' (lower right) watercolour and pencil  $26 \times 23 \text{ cm}$ . (10 1/4  $\times 9$  1/16 in.)

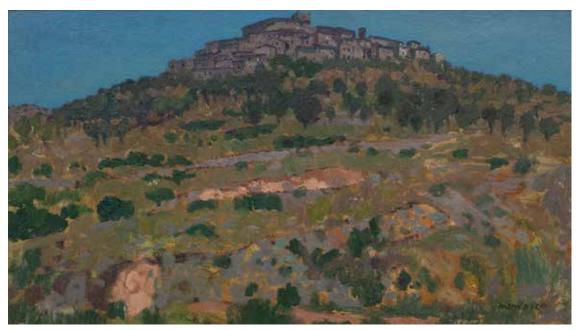
£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

#### 19 AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931) Hearts and Butterflies

signed and dated 'Elizabeth V Blackadder 1981' (lower left); further signed and titled (verso) watercolour  $18 \times 19 \text{ cm}. (7 \text{ } 1/16 \times 7 \text{ } 1/2 \text{ in.})$ 

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500





21

20 AR ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV (1917-1998) The Orchestra Pit

signed 'Morrocco' (lower left) mixed media 14 x 45.5 cm. (5 1/2 x 17 15/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500 21 AR **ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV** (1917-1998) View of Roviano (1961) signed 'Morrocco' (lower right) oil on board 37 x 63 cm. (14 9/16 x 24 13/16 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

**Provenance** The Artist's Family



22 AR **ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV** (1917-1998) Girl with a Sunflower signed 'Morrocco' (upper right); further signed and titled to label (verso)

(verso) oil on board 66 x 51 cm. (26 x 20 1/16 in.)

£15,000 - 20,000 €17,000 - 23,000 US\$21,000 - 28,000





24

#### 23 AR SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992) Classical Figure

Classical Figure titled and dated 1979 to label (verso) oil on canvas laid on board 23 x 23 cm. (9 1/16 x 9 1/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

#### 24 AR

SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992) Waiting signed 'Robin Philipson' (verso); further titled to label (verso) oil on canvas laid on board 25.5 x 25.5 cm. (10 1/16 x 10 1/16 in.)

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

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26

#### 25 JAMES FAED JNR (1856-1920)

The Mountains of Mull, from Salen signed 'James Faed' (lower right), signed and inscribed 'The Mountains of Mull/from Salen' (on label on stretcher) oil on canvas  $51 \times 74 \text{ cm.}$  (20 1/16 x 29 1/8 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

#### 26 ALFRED DE BRÉANSKI SNR (1852-1928) In Glen Shiel

signed 'Alfred de Breanski' (lower left); titled and signed to canvas (verso) oil on canvas 48 x 74 cm. (18 7/8 x 29 1/8 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

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## 27

ALFRED DE BRÉANSKI SNR (1852-1928) The Shiel Pass signed 'Alfred de Breanski' (lower right); further signed and titled to canvas (verso) oil on canvas *39 x 60 cm. (15 3/8 x 23 5/8 in.)* 

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

#### 28 ALEXANDER MANN (1853-1908)

The Goatherd signed 'ALEX R. MANN' (lower right) oil on canvas 53 x 86 cm. (20 7/8 x 33 7/8 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

29 No lot



<sub>30</sub> AR John McGhie (1867-1952)

Kintra (The Ross of Mull), signed 'J. McGhie' (lower left); inscribed 'Kintra' on overlap (verso) oil on canvas 71 x 91 cm. (27 15/16 x 35 13/16 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100



#### 31 JOSEPH FARQUHARSON RA (1846-1935)

Homeward signed 'J Farquharson' (lower right) oil on canvas 24.5 x 39.5 cm. (9 5/8 x 15 9/16 in.) minor damages lower left

£6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000

#### **Provenance** With The Fine Art Society, London, 1942



32 AR **ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-1965)** Flowers in a Jug signed 'Anne Redpath' (lower right)

oil on canvas 60 x 50 cm. (24 x 20 ins.)

£20,000 - 30,000 €23,000 - 34,000 US\$28,000 - 42,000

#### EXHIBITED

Edinburgh, Aitken Dott & Son, *Anne Redpath Exhibition*, Nov 19-4 Dec 1965, no.43



#### 33 AR ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-1965)

Roses signed 'Anne Redpath' (lower left) oil on canvas 50 x 60 cm. (20 x 24 ins.)

£15,000 - 20,000 €17,000 - 23,000 US\$21,000 - 28,000

#### EXHIBITED

Edinburgh, Aitken Dott & Son, Christmas Exhibition, 1963, no.23





35

#### 34 ALEXANDER JAMIESON ROI (1873-1937)

Blois on the Loire signed and dated 'Alexander Jamieson/1910' (lower right); further signed, dated, titled (verso) oil on panel *32 x 41 cm. (12 5/8 x 16 1/8 in.)* 

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### Provenance

Probably, Anon. sale, Christie's, South Kensington, 5 March 1992, lot 95.

#### 35 WILLIAM STEWART MACGEORGE, RSA (1861-1931)

The Orchard Burn, Kirkcudbright signed 'W S MacGeorge' (lower right) oil on canvas 42 x 51 cm. (16 9/16 x 20 1/16 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

Provenance With Ian MacNicol, Glasgow





37

36 AR SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981) On the Tweed

signed 'W MacTaggart' (lower right) oil on board 17 x 23.5 cm. (6 11/16 x 9 1/4 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### 37 AR SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981) Towards Kenmore signed 'W.Mactaggart' (lower left) oil on board 25 x 35 cm. (9 13/16 x 13 3/4 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800



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#### 38 AR SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992) Iconostasis I

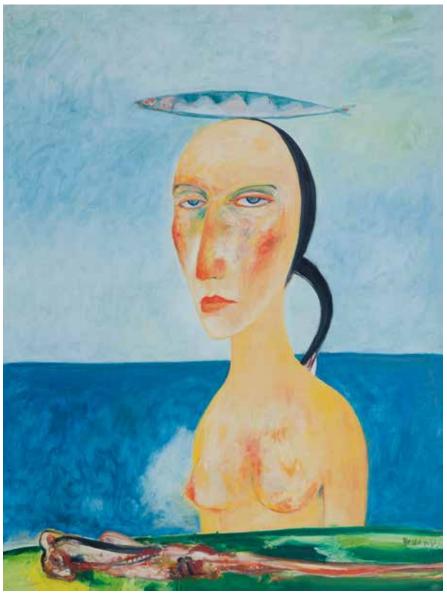
signed 'Robin Philipson' (verso); titled and further inscribed to label (verso) oil on canvas 93 x 97 cm. (36 5/8 x 38 3/16 in.)

#### £8,000 - 12,000 €9,200 - 14,000 US\$11,000 - 17,000

#### Provenance

With Roland, Browse and Delbanco, London

The 'cathedral' theme played a major part in Philipson's *ouevre*, producing some of the artist's most characteristic and recognisable works. Inspired originally by a visit to Amiens circa 1959, this subject was reinforced by his time in the southern states of the US in 1963 which led to the Mexican altarpiece works.



#### 39 AR JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013)

Woman of the North Sea signed 'Bellany' (lower right) oil on canvas 122 x 91.5 cm. (48 1/16 x 36 in.)

£6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000

**Provenance** With Flowers Gallery, London





40

#### 40 AR **JOAN EARDLEY RSA (1921-1963)** Winter Sea signed 'EARDLEY' (lower left) oil, sand and (possibly) gesso on board 26.5 x 29.75 cm. (10 7/16 x 11 11/16 in.)

#### £20,000 - 30,000 €23,000 - 34,000 US\$28,000 - 42,000

#### Provenance

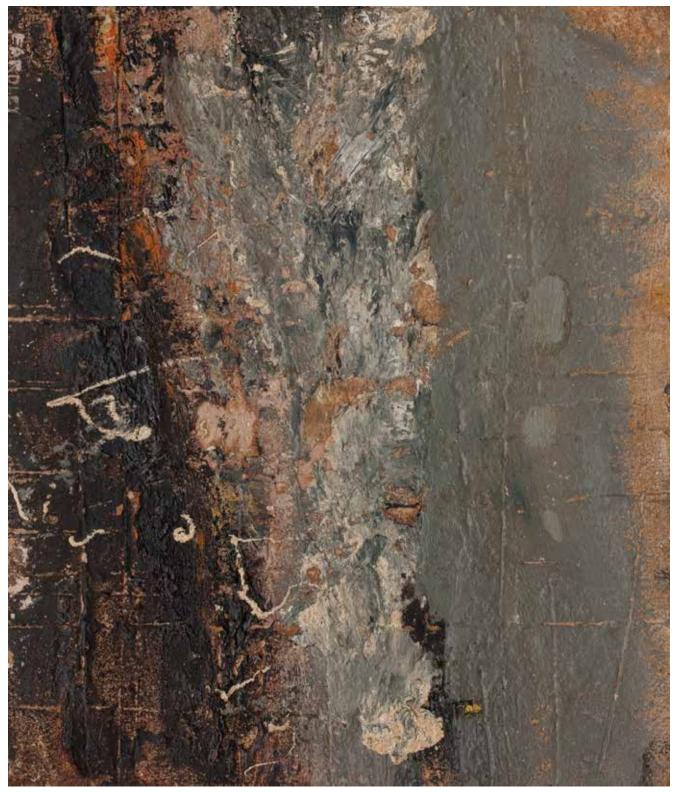
Mr and Mrs Dallmeyer, Aberlady. Private collection, Scotland.

#### Exhibited

Edinburgh, Aitken Dott & Son, *Joan Eardley Exhibition*, May 29-June 10, 1961 Edinburgh, The Scottish Arts Council, *Joan Eardley Memorial Exhibition*, 1964, no.104

Eardley first exhibited landscapes (of Arran, Italy etc) at the Gaumont Cinema in Aberdeen in 1951. While convalescing from the mumps, she was taken to Catterline near Stonehaven for the first time by her friend Annette Stephen and stayed at the Creel Inn. Annette bought The Watch House, and when she married it was put at Joan's disposal. Thus began her relationship with a locale which would shape her whole oeuvre. She loved the wild seas off Catterline, and was known to head north from Glasgow at top speed when news of an impending tempest was relayed. She loved the 'visual grandeur of storms' (F Pearson, *Joan Eardley*, National Galleries of Scotland, 2007, p.53). In 1955, Eardley bought her own house in the village and much of the rest of her career was spent capturing the seas and landscape around Catterline. 'I think I am painting what I feel about scenery - but certainly not scenery with a name because that is the north east - it's just a waste, vast seas, vast areas of cliff.' (ibid p.55)

Eardley's seascapes were painted on the spot, with larger boards lashed to an easel in high winds. However, her smaller oils are undiminished in their power. While the present picture displays many of the hallmarks of her marines - palette knife application, the use of 'mixed media' such as boat paint and sand, scoring into the surface it has an almost three-dimensional quality most others lack. The board has an uneven surface and may have been built up in places with plaster or gesso as well as sand, with oil applied and dripped over the surface to create a remarkably expressive work of art. The grey sky lowers over pounding spume and black rock.







41

# <sub>41</sub> AR Joan Eardley RSA (1921-1963)

Pat Samson in a red jersey signed 'Joan Eardley' in pencil (lower right) pastel on brown paper  $18 \times 16 \text{ cm.}$  (7 1/16 x 6 5/16 in.)

£30,000 - 50,000 €34,000 - 57,000 US\$42,000 - 71,000

#### EXHIBITED

London, Roland Browse and Delbanco (as "Pat") Edinburgh, Aitken Dott & Son, *Joan Eardley Exhibition*, May 29-June 10, 1961 (as "Pat") Eardley first exhibited scenes of Glasgow life at the Parsons Gallery in London in 1954, where they received favourable reviews as social documents. Inspired by the rapidly-vanishing Townhead where her studio stood, at the corner of St James Road and McAslin Street, she responded to

'this richness that Glasgow has - I hope it always will have - a living thing, intense quality' (F. Pearson, *Joan Eardley*, National Galleries of Scotland, 2007, pp.31-32).

Pat Samson was a favourite model, along with her siblings Anne and Brian. They would often volunteer 'sittings', in return for sweets or a few coins, and Eardley used pastel as the ideal medium to capture their restless, squirming vitality in deft studies.





#### 42

#### HENRIETTA MAY ADA WARD (1832-1924)

One of the Last Lays of Robert Burns signed and dated 'Henrietta Ward/ 1878' (lower left) oil on canvas  $91 \times 114 \text{ cm.}$  (35 13/16 x 44 7/8 in.)

#### £4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

#### EXHIBITED

London, Royal Academy, 1878, no.380 (as Mrs Edward Matthew Ward)

("Oh wert thou in the cauld blast", Burns' last song). "The lady (young Jessy) relates that one morning she had a call from the poet, when he offered, if she would play him any tune of which she was fond, and for which she desired new verses, to gratify her in her wish... She played over several times the air of an old song... ('The robin cam to the wren's nest') Burns sat down, and in a very few minutes he produced the beautiful song of 'Oh wert thou in the cauld blast.' The anecdote is a trivial one in itself, but we feel that the circumstances, the deadly illness of the poet, the benificent worth of Miss Lewars, and the reasons for his grateful desire of obliging her, gave it value." (Dr Robert Chambers, quoted in R.A. catalogue notes)

Jessy, with her brother John, lived opposite the Burns family in Millhole Brae (now Burns Street), Dumfries. Aged 17, she nursed Burns in his final days, and looked after his four sons until Jean was well. Burns was very fond of Jessy, composing several short works in her honour.

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44

#### 43 JAMES STUART PARK (1862-1933)

Marguerites signed 'Stuart Park' (lower right) oil on canvas 51 x 61 cm. (20 1/16 x 24 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200 44 JAMES STUART PARK (1862-1933)

Pink roses signed 'Stuart Park' (lower right) oil on canvas in gilt exhibition frame 50 x 59.5cm. (19 11/16 x 23 7/16in.), oval

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100



# 45 AR

## JOHN DUNCAN FERGUSSON RBA (1874-1961)

The Royal Scottish Academy and the Scott Monument from Princes St Gardens, Edinburgh signed and dated 'J.D. Fergusson/20th July. 09' (verso) oil on board 10.25 x 13 cm. (4 1/16 x 5 1/8 in.)

### £10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

Painted circa 1902, and probably post-dated.

Fergusson painted extensively in Princes St Gardens in the early 1900s, often on small panels. The paint was applied 'on the spot', generally with a swift and delicate touch, but the present picture displays a surety and substance taking it beyond a mere 'impression' eg in the figure of the father holding an infant to the foreground left.



45





47

46 AR

# ANNE ESTELLE RICE (AMERICAN/BRITISH 1879-1959)

Tréboul, Brittany signed 'Anne Estelle Rice' (lower right) oil on board *33 x 39 cm. (13 x 15 3/8 in.)* 

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

# **Provenance** A gift from the Artist, and thence by descent

47 AR

ANNE ESTELLE RICE (AMERICAN/BRITISH 1879-1959) Rooftops, Tréboul, Brittany oil on board *31 x 40 cm. (12 3/16 x 15 3/4 in.)* Painted circa 1937

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

**Provenance** A gift from the Artist, and thence by descent

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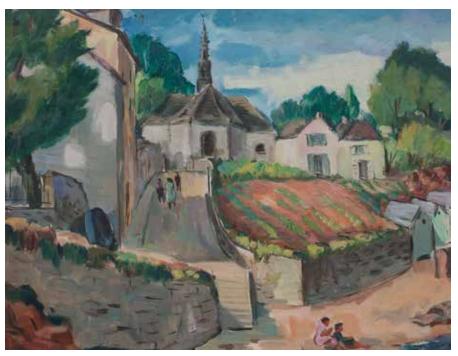
# EDWARD ATKINSON HORNEL (1864-1933)

Picking cherry blossom signed and dated 'EA Hornel/1919' (lower right) oil on canvas 62 x 51 cm. (24 7/16 x 20 1/16 in.) in slip frame

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

Provenance With W. B. Simpson, Glasgow





50

# 49 AR JOHN MCNAIRN (1910-2009)

Edge of the Wood signed 'John McNairn' (lower right) oil on board 96 x 121 cm. (37 13/16 x 47 5/8 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800 50 AR **ANNE ESTELLE RICE (AMERICAN/BRITISH 1879-1959)** The Beach, Treboul, Brittany oil on panel 32 x 41 cm. (12 5/8 x 16 1/8 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

**Provenance** A gift from the Artist, and thence by descent





51

51 AR

# JOHN DUNCAN FERGUSSON RBA (1874-1961)

Still Life signed 'JD Fergusson' (verso) oil on board 40.5 x 36.5 cm. (15 3/4 x 14 3/8 in.)

£70,000 - 100,000 €80,000 - 110,000 US\$99,000 - 140,000

#### Provenance

Sale; Sotheby's Gleneagles, 1975, lot 348 Private Collection, Scotland

## EXHIBITED

Ayr, Maclaurin Gallery, Rozelle House, 1977, no.17

Painted in Paris circa 1910.

JD Fergusson visited Paris a number of times in the later 1890s, before taking the lease on a studio for the whole of 1907. His personal 'manifesto' had been made clear in the introduction to his 1905 exhibition catalogue at the Baillie Gallery in London, and showed him 'starting to engage intellectually with the expressive rawness of Fauvism' (E Cumming, *The Scottish Colourists*, National Galleries of Scotland, 2000, p.42) two years prior to his move to Paris.

Fergusson revelled in the bohemian café and studio milieu, after the stultifying atmosphere of Edinburgh, engaging in cultural and intellectual debate with great gusto. He exhibited annually at the *Salon d'Automne* 1907-1912 (being made a Societaire in 1909) and lived in a large white studio in Montparnasse in conditions of almost scientific cleanliness, receiving visitors such as Jacob Epstein.

JD Fergusson was arguably the most progressive British artist during the period 1905-1911, absorbing first-hand the work of the Fauves and other key avant garde artists and developing an original and dynamic *oeuvre*. Unlike the other Scottish Colourists, Fergusson painted relatively few still lives and the present picture is among the most modern and dynamic that he painted.







53

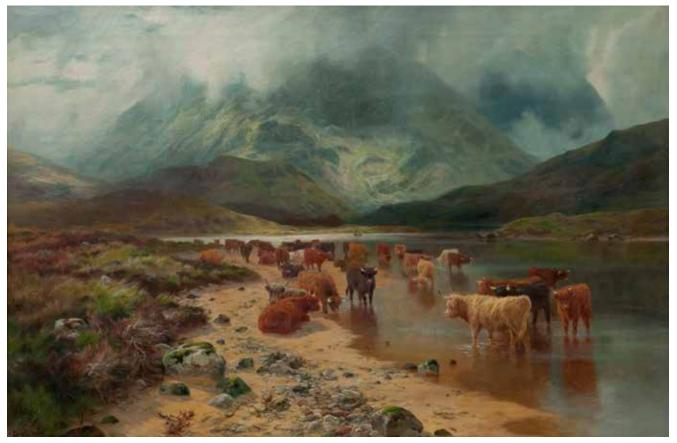
52 JOHN MACWHIRTER, RA HRSA RI RE (1839-1911) The Silver Straits signed 'Mac W' (lower left) oil on canvas 67 x 107 cm. (26 3/8 x 42 1/8 in.) Gilt exhibition frame

## £1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

This work was bought by the vendor's parents in 1954 for his 21st birthday present.

#### 53 **JAMES PATERSON PRSW RSA RWS (1854-1932)** Bathing rocks, Rough Firth (Solway) signed 'James Paterson' (lower left) oil on panel 26 x 34 cm. (10 1/4 x 13 3/8 in.)

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700



54 **LOUIS BOSWORTH HURT (1856-1929)** Cattle watering in a misty Highland glen signed and dated 'Louis B. Hurt/89' (lower left) oil on canvas 100 x 151 cm. (39 3/8 x 59 7/16 in.)

£20,000 - 30,000 €23,000 - 34,000 US\$28,000 - 42,000



# 55 AR FRANK WATSON WOOD (1862-1953)

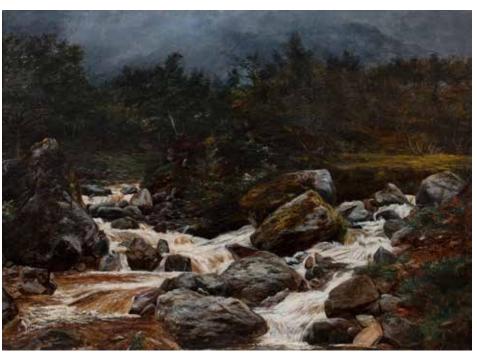
The Great Surrender, "Scapa", Decr 1918 signed, dated and inscribed 'FRANK WOOD 1919 THE GREAT SURRENDER "SCAPA" DECr 1918' (lower left) watercolour on board 26 x 74 cm. (10 1/4 x 29 1/8n in.)

#### £6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000

This picture bears close comparison to the large oil sold in these rooms on April 17, 2013 (lot 30) for  $\pounds18,000$ , an auction record for the artist.

Wood was born in Berwick-Upon-Tweed and studied there at the School of Art. In 1900 he moved to Portsmouth, where he began to receive commissions to paint naval vessels and officers. In 1918, along with William Wyllie and John Lavery, he was was invited aboard the Grand Fleet flagship HMS Queen Elizabeth, to cover the surrender of the German High Seas Fleet after the signing of the Armistice.





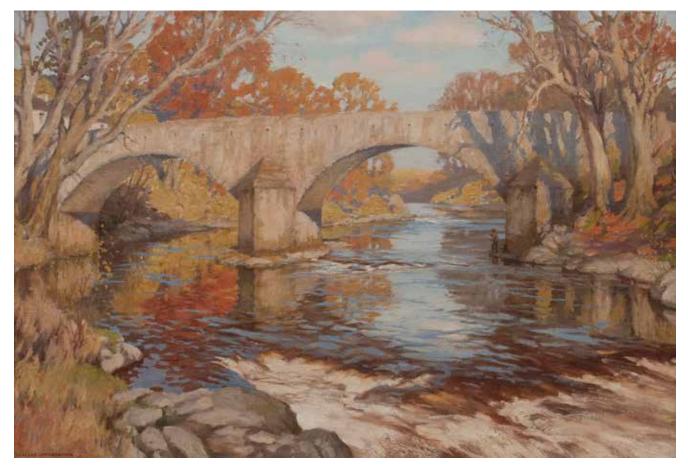
57

## 56 AR CHARLES DENIS PULSFORD ARSA (1912-1989)

On the Front Line signed 'C Pulsford' (lower right) oil on canvas 45 x 65 cm. (17 11/16 x 25 9/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800 57 **JAMES FAED JNR (1856-1920)** River landscape signed 'Jas. Faed Jnr' (lower right) oil on canvas 32.5 x 44 cm. (12 13/16 x 17 5/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800



58 AR CHARLES OPPENHEIMER RSA RSW (1876-1961) Kirkcudbright, Bridge on the River Dee

signed 'CHARLES OPPENHEIMER' (lower left) oil on canvas 61 x 89 cm. (24 x 35 1/16 in.)

£10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000



59 EDWARD ATKINSON HORNEL (1864-1933) Picking primroses signed and dated 'EA Hornel/1900' (lower left) oil on canvas

55 x 21.5 cm. (21 5/8 x 8 7/8 in.)

£15,000 - 20,000 €17,000 - 23,000 US\$21,000 - 28,000

**Provenance** With Aitken Dott, Edinburgh, 1944 Thence by descent





61

#### 60 AR MARY ARMOUR RSA RSW (1902-2000) Showers over Gareloch

dated and signed '69' Mary Armour' (lower right) oil on board 33 x 43 cm. (13 x 16 15/16 in.)

## £1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### 61 ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936) Da jag Washer

Drying Weather oil on panel 31 x 41 cm. (12 3/16 x 16 1/8 in.)

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

## EXHIBITED

Edinburgh, Daniel Shackleton, *Robert Gemmell Hutchison Exhibition*, April 1977, no.12

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62 AR **ALEXANDER GOUDIE (1933-2004)** Boy in a Kilt signed 'Goudie' (lower right) oil on canvas 87 x 82 cm. (34 1/4 x 32 5/16 in.)

£700 - 1,000 €800 - 1,100 US\$990 - 1,400





64

#### 63 AR **JAMES DOWNIE ROBERTSON RSA RSW RGI (1931-2010)** Winter Exit signed and dated 'Robertson '78' (upper right); titled and further

signed (verso) oil on canvas 121 x 125.5 cm. (47 5/8 x 49 7/16 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

# 64 AR ARCHIE FORREST RGI (BORN 1950)

Hot Table (1993) signed 'Forrest' (upper left); further inscribed and dated on label (verso) oil on canvas 71 x 76.5 cm. (27 15/16 x 30 1/8 in.)

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

**EXHIBITED** With Portland Gallery, London

54 | BONHAMS

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65

# 65 AR DAVID MCCLURE RSA RSW RGI (1926-1998)

Flowers and White Dish signed 'McClure' (lower right); further signed and inscribed on label (verso) oil on canvas  $76 \times 62 \text{ cm.}$  (30 x 24 1/2 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

# 66 AR MARGARET HISLOP, RSA RBA (1894-1972) White Cosmos

signed 'Margaret Hislop' (lower right) oil on board 46.5 x 39 cm. (18 5/16 x 15 3/8 in.)

£600 - 800 €690 - 920 US\$850 - 1,100



67 WILLIAM MCTAGGART RSA RSW (1835-1910)

A Fisher Family (Carnoustie Bay) signed 'W McTaggart' (lower right) oil on canvas 71 x 80.5 cm. (27 15/16 x 31 11/16 in.)

£20,000 - 30,000 €23,000 - 34,000 US\$28,000 - 42,000

## Literature

JL Caw, William McTaggart, Glasgow, 1917. Possibly On the bents, Carnoustie, p.266.

Support from Dundee patrons like James Guthrie Orchar led McTaggart to discover the picturesque and unspoiled village of Carnoustie in 1872, and it became one of his favourite spring/autumn sketching grounds over the next two decades.







69

70

#### 68

# ARTHUR MELVILLE ARSA RSW ARS (1855-1904)

Washerwomen at Grez signed and dated 'Arthur Melville/1878' (lower left) watercolour 27 x 38 cm. (10 5/8 x 14 15/16 in.)

£2,500 - 4,000 €2,900 - 4,600 US\$3,500 - 5,700

69 AR

# ANNIE FRENCH (1872-1965)

The Departure signed 'Annie French' (lower right) ink 29 x 21 cm. (11 7/16 x 8 1/4 in.)

£700 - 1,000 €800 - 1,100 US\$990 - 1,400 70 JOHN MITCHELL (1837-1926) Lochnagar signed and dated 'John Mitchell/ 1915' (lower left) watercolour 43 x 60 cm. (16 15/16 x 23 5/8 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500



71 AR

# ADRIAN WISZNIEWSKI (BORN 1958) Netherlandische signed and dated 'A.W. 02' (lower right)

oil on canvas 249 x 257.5 cm. (98 1/16 x 101 3/8 in.) unframed

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

**EXHIBITED** Edinburgh, Royal Scottish Academy, 2006



#### 72 AR **PAT DOUTHWAITE (1934-2002)** Pink and Red Woman signed 'Douthwaite' (upper right) oil on canvas *122 x 122 cm. (48 1/16 x 48 1/16 in.)* unframed

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

73 AR

# JAMES GORMAN (BORN 1931)

Vase of Flowers signed 'Gorman' (verso) oil on canvas 70 x 64 cm. (27 9/16 x 25 3/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800





#### 74 \*

## CHARLES LEES, RSA (SCOTTISH, 1800-1880)

A summer evening on the Musselburgh Links: Golfers signed and dated 'C. Lees R.S.A./1859' (lower left) oil on canvas 55 x 98 cm. (21 5/8 x 38 9/16 in.)

#### £150,000 - 200,000 €170,000 - 230,000 US\$210,000 - 280,000

#### Provenance

Walter Brown, Canada. Inherited from his father (by 1914), who had purchased the picture from the R.S.A. exhibition in 1860. Paul Mellon, acquired circa 1930s. Inventory no. PM 6996. American

Paul Mellon, acquired circa 1930s. Inventory no. PM 6996. American banking heir Mellon has been called the 'greatest collector of British art of any period'.

George Warren Wyckoff Sr (1907-1987), a gift from the above. Wyckoff was Vice President and Governor of T. Mellon & Sons, Pittsburgh, and personal representative of Paul Mellon on the board of the National Gallery in Washington. Thence by descent.

#### EXHIBITED

Edinburgh, Royal Scottish Academy, 1860, no.75

#### Literature

Apparently appeared in *Golf Illustrated*, 1914. P. Pilley, *Golfing Art*, Stanley Paul, 1988, pp.38-39 D. Hamilton, *Golf-Scotland's Game*, Partick Press, 1998. Illustrated on the front cover.

As the painter of the monumental *A Grand Match Played Over St Andrews Links* (acquired by the Scottish National Portrait Gallery in 2002 for over £2.5M), Fife-born Lees' place is assured in the pantheon of great golfing artists. The portraitist completed several other golf subjects circa 1846-1864, as well as depicting curling, skating, shinty (and chess!).

The Old Links of Musselburgh, some six miles east of Edinburgh, is the oldest operational golf course on earth. It vies with Leith Links and Bruntsfield Links for the claim to being the original playing ground for golf in Scotland, probably in the mid-14th Century. The game has been played continuously at Musselburgh for not less than 550 years, and Mary Queen of Scots reputedly played on the Links in 1567. At the time of Lees' painting, the Old Links at Musselburgh were shared by the eminent Bruntsfield and Royal Burgess Societies, within the Company of Edinburgh Golfers. They had moved there in 1836, remaining until the relocation to Muirfield in 1891.

The present picture is much informed by the *Grand Match*, painted some twelve years earlier. The complex and accomplished poses of the formally-attired figures are similar, succinctly capturing the action and drama and focusing the viewer's attention in different areas of the canvas as the players putt and drive on the north-western Links amidst rapt onlookers.

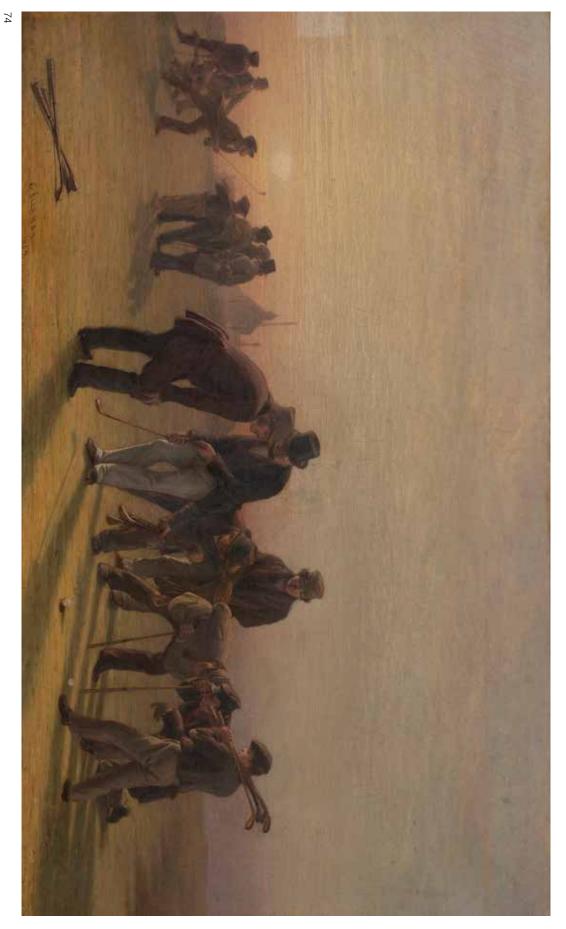
Golf in this period was accessible only to the gentry, or the wealthy, not least due to the cost of bespoke wooden-shafted clubs and balls (in this case, probably gutties). Caddies carried clubs loose, and were allowed to play among themselves in the long summer evenings. Champions such as Willie Park Sr started his career in this fashion on Old Musselburgh Links.

No fewer than six Open Championships were played at Musselburgh between 1874 and 1889. Local hero Mungo Park won the Open at Musselburgh in 1874, and his legendary brother Willie's rivalry with the great Old Tom Morris was one of the most keenly-contested in golf history. Willie's son, Willie Jr, was also an Open winner, and the family established a celebrated club-making and course designing business in the town. The hole-cutter invented at Musselburgh Golf Club in 1829 (4 1/4 ins in diameter) became the world-wide standard in 1891, having found favour with the game's governing body, the Royal and Ancient Golf Club of St Andrews.

Historic golfing pictures come rarely to the market. For an earlier example, see William Douglas' fine watercolour of two boys and a dog on Old Musselburgh Links, drawn in 1809 and sold in these rooms on December 8, 2011 (£87,500). In 2015, Bonhams sold Lemuel Francis Abbott's portrait of Henry Callender, Captain of Royal Blackheath Golf Club, for £722,500.

Charles Lees R.S.A. was born in Cupar in 1800, receiving formal instruction from Sir Henry Raeburn before embarking on six months' study in Rome. Lees became a noted society portraitist and sporting painter, later turning to landscape as a means of exploring his particular talent for light effects. This is fully demonstrated in the opalescent sky in the present picture.

We are grateful to Professor David Purdie, and Michael Clarke, for assistance in cataloguing this lot.



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75

## SCOTTISH SCHOOL, CIRCA 1900

Old Tom Morris on St Andrews Links oil on canvas 44.5 x 28.2 cm. (17 1/2 x 11 1/4 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### Provenance

Private Collection, St Andrews, and thence by family descent

The best-known portrait of Old Tom, the foremost golfer of his day, was painted by Sir George Reid in 1899. Tom, a noted club-maker in St Andrews, won four Open Championships and was keeper-of-thegreen at St Andrews and Prestwick.

#### 76 AR

#### SIR WILLIAM RUSSELL FLINT, RA, PRWS (1880-1969)

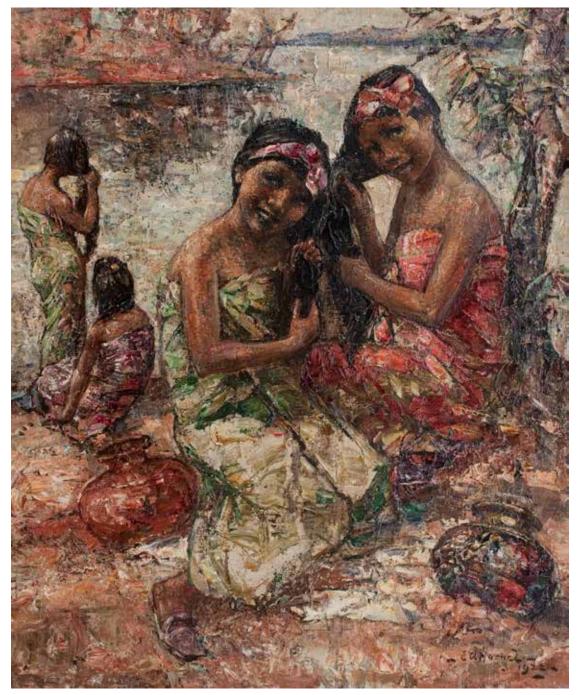
'Now when the wooers had put from them the desire of meat and drink, they minded them of other things, even of the song and dance : for these are the crown of the feast' (from Homer's 'Odyssey') signed 'W RUSSELL FLINT' (lower right) watercolour  $22.25 \times 29.25 \text{ cm}$ . (8 3/4 x 11 1/2 in.)

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

#### Literature

SH Butcher and A Lang, *The Odyssey of Homer*, London, 1936, pl. page 6/7

A copy of this book, illustrated by Flint, is included in the lot





# EDWARD ATKINSON HORNEL (1864-1933)

Burmese girls washing by the river signed and dated 'EA Hornel/1922' (lower right) oil on canvas 60 x 50 cm. (24 x 20 in.)

£12,000 - 18,000 €14,000 - 21,000 US\$17,000 - 25,000

Provenance With Ian McNicol, Glasgow



#### 78 \* AR JOHN DUNCAN FERGUSSON RBA (1874-1961) La Vie en Rose watercolour

14 x 11.5 cm. (5 1/2 x 4 1/2 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

**Provenance** With St Andrews Fine Art



79

# 79 GEORGE LESLIE HUNTER (1877-1931)

Woman Carrying a Baguette pen and ink 19 x 12 cm. (7 1/2 x 4 3/4 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

# Provenance

With The Scottish Gallery, Edinburgh







81

#### 80 GEORGE LESLIE HUNTER (1877-1931)

Portrait of Man in Military Uniform pen and ink 13 x 10 cm. (5 1/8 x 3 15/16 in.) Together with another of Frenchman (2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

# Provenance

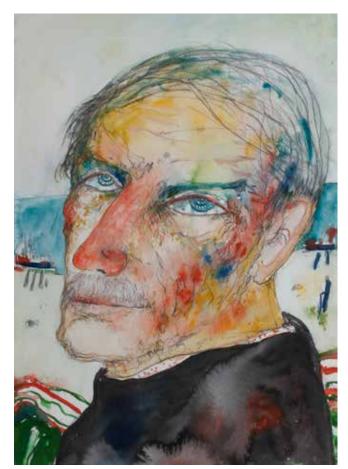
With The Scottish Gallery, Edinburgh

81 AR

SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981) The Bass Rock (1956) signed 'W MacTaggart' (lower right) conte 25 x 34.5 cm. (9 13/16 x 13 9/16 in.)

£700 - 1,000 €800 - 1,100 US\$990 - 1,400

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83

82 AR **JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013)** His grandfather signed 'Bellany' (lower left) watercolour *37 x 28 cm. (14 9/16 x 11 in.)* 

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800 83 AR JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013) Lighthouse III signed 'Bellany' (upper right) watercolour 38 x 28.5 cm. (14 15/16 x 11 1/4 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800



84 AR **JAMES DOWNIE ROBERTSON RSA RSW RGI (1931-2010)** Sunset over the hills signed 'Robertson' (lower right) oil on canvas

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

96.5 x 100.5cm. (38 x 39 9/16in.)

85 AR

# MARY ARMOUR RSA RSW (1902-2000)

Iceberg Roses dated and signed '69/Mary Armour' (lower right); titled to artist label (verso) oil on canvas 40 x 29 cm. (15 3/4 x 11 7/16 in.)

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700







87

#### 86 W TIMMS (19TH CENTURY)

The Royal Mail steam packet "Majestic" 1821 off Gourock oil on canvas 61.5 x 90 cm. (24 3/16 x 35 7/16 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

Bears label to frame: "Royal Mail steam packet Majestic with HM King George IV on board, in the Clyde off the Duke of Argyll's stables at Gurrock. The Majestic was launched from Messrs. Scott's yard at Greenock on April 19 1821 and plied between Liverpool, Douglas and Portpatrick".

This picture is detailed in 'Marine Art & The Clyde', A.S. Davidson, Jones-Sands Publishing, 2001, pp 199, 200. Illustrated in colour page 199:

"... (A) Clyde artist about whom no personal details have been uncovered..The style is in keeping with the best traditions of naive art, the subject being accurately portrayed...(with) key features accorded a scale relative to their importance or emotive appeal"

Davidson continues "An Isle of Man flag at the fore masthead indicates the destination, with the name pennant at the mizzen, and the red ensign at the after peak. Quite contrary to what might be countenanced nowadays, a Royal Standard is displayed at the main masthead and a royal coat of arms on the paddle boxes. These embellishments and the choice of the steamer's name presumably commemorate King George IV's visit to Scotland in 1822, about the time of the steamer's launch. The latter day purist might also question the use of a blue naval pennant at the mainmast and a Union Jack at the jackstaff on the bowsprit. Here it seems enthusiasm might outstrip protocol."

#### 87

# SCOTTISH SCHOOL (EARLY 19TH CENTURY)

Leith Harbour oil on canvas 59 x 90 cm. (23 1/4 x 35 7/16 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100





#### 88 JAMES PATERSON PRSW RSA RWS (1854-1932)

HMS Victory at Portsmouth signed 'James Paterson' (lower left) watercolour 49.5 x 73 cm. (19 1/2 x 28 3/4 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

## 89 AR **KATE CAMERON (20TH CENTURY)**

The Bible Land, Canongate, Edinburgh signed 'K. Cameron' (lower right) watercolour and pencil 28.5 x 17 cm. (11 x 6 3/4 in.)

£600 - 800 €690 - 920 US\$850 - 1,100

#### Literature

Grierson, F, Haunting Edinburgh, London, 1929, p.43



90 SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945) Old St Etienne, Caen signed 'D.Y. Cameron' (lower right) watercolour 43 x 22 cm. (16 15/16 x 8 11/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500

#### Provenance

With T & R Annan & Sons, Glasgow Collection of William Wilson With Aitken Dott & Son





92

## 91 JAMES STUART PARK (1862-1933) Pink Roses

signed 'Stuart Park' (lower right) oil on canvas 45 x 75 cm. (17 11/16 x 29 1/2 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100 92 SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945) When Lovers Meet signed and dated 'DY Cameron' 86'(lower right) oil on canvas 52 x 77 cm. (20 1/2 x 30 5/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

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.





## 93 ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936) Woman washing by the fire

oil on board 28.5 x 22 cm. (11 1/4 x 8 11/16 in.)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

## 94 AR WILLIAM OLIPHANT HUTCHISON (SCOTTISH, 1889-1970) China Lady

signed and dated 'W O Hutchison 1942' (centre) oil on canvas 59 x 44cm (23 1/4 x 17 5/16in). portrait of a lady in a green dress (verso)

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

Provenance With T & R Annan Ltd, Glasgow.





# 95 AR

# SIR WILLIAM MACTAGGART PPRSA RA FRSE HONRSW LLD (1903-1981)

Autumn Landscape, Perthshire signed 'W Mactaggart' (lower left) oil on board 14.3 x 22 cm. (5 3/4 x 8 3/4 in.)

## £1,500 - 2,000 €1,700 - 2,300

€1,700 - 2,300 US\$2,100 - 2,800

## Provenance

With Roland, Browse and Delbanco, London Private Collection, U.K.

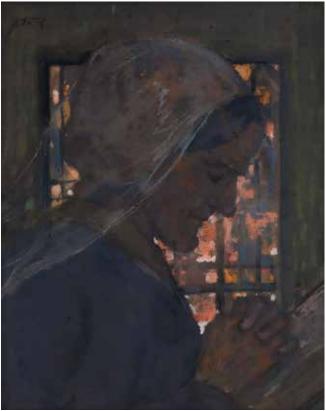
## 96 AR

JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013) Fisherwoman signed 'Bellany' (lower right) watercolour 23 x 19 cm. (9 1/16 x 7 1/2 in.)

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

# Provenance

With the Open Eye Gallery, Edinburgh





97 JAMES WATTERSTON HERALD (1859-1914)

At prayer signed 'J Herald' (upper left) pastel 37 x 29cm. (14 9/16 x 11 7/16in.)

£600 - 800 €690 - 920 US\$850 - 1,100

97

## 98 JAMES FERRIER PRYDE (1866-1941) Dick Turpin

signed and dated 'Pryde/1908' (lower left) mixed media on paper laid on board 36.5 x 31 cm. (14 3/8 x 12 3/16 in.)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

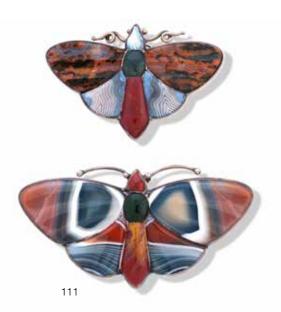
In 1908, Pryde completed portraits of the notorious criminals held at Newgate Prison known as the *Newgate Calendar* and included Jack Sheppard, Dick Turpin, Ratsey II (The Hook-Handed), Samuel Shortland the Notorious Bully, John Price (Barn-Stormer and Thief) and Louis Dominique Cartouche. These were later published as lithographs.

99 - 109 No lots

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# 110 A GEM-SET BROOCH, VICTORIAN

The ornately engraved frame set with vari-coloured polished agates and collet-set with an oval-cut citrine measuring approximately  $20.0 \times 15.0 \times 9.2$ mm and a pear-shaped amethyst measuring approximately  $29.0 \times 17.0 \times 12.1$ mm, *width approximately* 57mm, *length approximately* 75mm, *gilt mount* 

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

#### 111 TWO BUTTERFLY BROOCHES/PENDANTS, VICTORIAN

Each set with vari-coloured agate plaques, width approximately 65mm and 50mm respectively, bale fittings to reverse (2)

£800 - 1,000 €920 - 1,100 US\$1,100 - 1,400

112 A CITRINE AND AGATE BRACELET, VICTORIAN

Set with alternating polished agates and oval-cut citrines, each citrine measuring on average approximately 14.0 x 11.0 x 7.0mm, *length approximately 19cm* 

£600 - 800 €690 - 920 US\$850 - 1,100

113

# A GARTER BROOCH, VICTORIAN

Of garter design, set with vari-coloured polished agates and bloodstone, the border engraved, width approximately 42mm

£500 - 700 €570 - 800 US\$710 - 990





# A COLLECTION OF FIVE BROOCHES, VICTORIAN

Comprising: a "luckenbooth" single heart brooch, a garter brooch, a cross-shaped brooch with a circular-cut smoky quartz, a cross-shaped brooch set with vari-coloured agates and garnet cabochons, an agate brooch carved as a flower with engraved leaves, *varying in width from 20.0 - 40.0mm* (5)

£600 - 800 €690 - 920 US\$850 - 1,100

## 115

## **TWO ANCHOR BROOCHES, VICTORIAN**

Comprising: a large brooch of anchor design, engraved and set with vari-coloured grey and white agates, *width approximately 45mm*, *length approximately 75mm*; and a smaller brooch of similar design, set with vari-coloured agates, *width approximately 20mm*, *length approximately 30mm*, *one agate panel replaced with resin* (2)

£600 - 800 €690 - 920 US\$850 - 1,100

The anchor is symbolic of hope as noted in Hebrews, 6:9 "which hope we have as an anchor of the soul both sure and steadfast", as mentioned by Diana Scarisbrick in her book 'Scottish Jewellery: A Victorian Passion', 2009.

## 116

## TWO AGATE AND GEM-SET BROOCHES, VICTORIAN

Comprising: a brooch designed as a dirk in scabbard, set with vari-coloured agates and embellished with faceted quartz, *length approximately 78mm, gilt mounted*; and a smaller dirk brooch, set with bloodstone and carnelian, the hilt set with a foil-backed quartz, *length approximately 58mm, mounted in silver* (2)

£400 - 600 €460 - 690 US\$570 - 850

## 117

## TWO AGATE AND GEM-SET BROOCHES, VICTORIAN

Comprising: a brooch set with variously coloured agates and oval-cut citrines and an amethyst, with decorative engravings to the front metalwork, *one agate deficient and one repaired, width approximately 55mm;* and a brooch, designed as a dirk, set with variously coloured agates and circular-cut citrines, with decorative engravings to the metalwork, *length approximately 90mm* (2)

£400 - 600 €460 - 690 US\$570 - 850



1







## AN ORDER OF THE THISTLE BROOCH, 19TH CENTURY

The elaborate brooch set with circular-cut citrines and faceted amethysts to the head's of the thistles, the crown motif and central section embellished with coloured enamels, the Order of the Thistle motto set to the centre 'Nemo me impune lacessit', *width approximately* 65mm

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

## 119

#### A SILVER PENDANT, MALCOLM APPLEBY

Of three dimensional twist design, each panel decorated with scroll and floral motifs, *length of pendant approximately 70mm, width of pendant approximately 25mm, to an oval-link chain, length of chain approximately 44cm, both stamped '925', pendant signed 'M. Appleby', maker's mark and British hallmarks for Edinburgh, 2008* 

£500 - 700 €570 - 800 US\$710 - 990

120

## **TWO AGATE BROOCHES**

Comprising: a 20th century silver brooch set to the centre with a moss agate cabochon, width approximately 60mm, British hallmarks and maker's mark 'RA'; and a Victorian silver brooch set with vari-coloured agate plaques, width approximately 45mm (2)

£200 - 400 €230 - 460 US\$280 - 570

121

## THREE SCOTTISH PEBBLE JEWELS, VICTORIAN

Comprising: a circular silver brooch set with grey and white polished agates, *width approximately 50mm, reverse with engraved dedication 'Geraldine 25.12.51';* a bracelet composed from engraved silver capped polished agates of various colours, to a padlock containing a compartment for a lock of hair, *length approximately 17.5cm;* and a silver brooch designed as a basket hilted sword, set with various hardstones, *length approximately 65mm, stamped 'Scotland - Silver'* (3)

£400 - 600 €460 - 690 US\$570 - 850

122

# A COLLECTION OF FOUR PINS

Comprising: one designed as a hilted sword set with various hardstones, *length approximately 95mm, maker's mark;* one designed as a dagger set with an agate cabochon, *length approximately 80mm;* one designed as a hilted sword, set with polished bloodstone and hardstones, *length approximately 70mm;* and one designed as a dagger, set with polished hardstones, the top set with a faceted quartz, *length approximately 60mm* (4)

£200 - 300 €230 - 340 US\$280 - 420









122

# **SILVER AND COINS**

Lots 123 - 185





# **EDINBURGH & GLASGOW SILVER**

## 123

# A GEORGE III SILVER SAUCEBOAT

by James Gilsland, Edinburgh 1773

Of double ogee form on oval foot, chased and embossed with flowers, fruit and foliage and with acanthus-capped scroll handle, *length 20cm*, *weight 5.9oz*.

£600 - 800 €690 - 920 US\$850 - 1,100

## 124

## A SIX-PIECE SILVER THISTLE CONDIMENT SET

by Hamilton & Inches, Edinburgh 1935 Comprising a sugar caster, and five cruets, with spoons, together with a cased set of six silver thistle end teaspoons and two pickle pasteset pickle forks, *weight 14.9oz*.

£400 - 600 €460 - 690 US\$570 - 850

#### 125 A GEORGE III SILVER CONDIMENT SET

*by John Mackay, Edinburgh 1815* Of square form on paw feet with loop handle, fitted with eight cut glass bottles, *length 21cm, weight 26.9oz.* 

£500 - 700 €570 - 800 US\$710 - 990



# $_{126}$ $^{\rm Y}$ $\Phi$ a george IV silver hot water pot

by Mitchell & Sons, Glasgow 1824

Of inverted baluster form, engraved with a scroll cartouche centred by the crest and motto of Akland, with applied vine border, the acanthus scroll handle with ivory insulators, *height 19.5cm, weight 27oz.* 

£500 - 700 €570 - 800 US\$710 - 990

The inscription to the underside reads 'A gift from Miss Sands To Mrs G Burns London 14th July 1859'

With presentation inscription to the side for 1824, rubbed.

127

## A GEORGE IV SILVER PUNCH BOWL AND MATCHING PUNCH LADLE

Glasgow 1826/27

Both embossed with flower-heads amidst scrolling foliage, the interiors gilt, the bowl engraved with crest and presentation inscription for 1828, *diameter bowl 26cm*, *weight 44oz*.

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

The inscription reads 'Presented to William Tomlinson Esqr., London by Alexander Mcwhinnie, John McWhinnie & Mrs Nicholas Scott, surviving children of Agnes Nairn, wife of Gilbert McWhinnie, Glasgow, and sister to the late George Nairn of Queen Street, London, as a memorial of respect from them being an old acquaintance of their uncle's, also for his attention in their interest at the final settlement of his affairs, Glasgow Novr. 1828.'

The engraved shield and crest were granted in 1590 to Thomlinson of London and York.

# 128 <sup>Y</sup> **Φ**

# A GEORGE III THREE-PIECE SILVER TEA SERVICE

*by George Fenwick, Edinburgh 1813* Of oblong form on four ball feet, with bands of engraved foliage and initialled cartouches, the teapot with shell thumb-piece and ivory insulators, *weight 40.4oz*.

£500 - 700 €570 - 800 US\$710 - 990















#### 129 A SUITE OF THREE EARLY 20TH CENTURY TWIN-HANDLED SILVER BOWLS

by Mackay & Chisholm, Edinburgh, 1905

Comprising one large and two smaller bowls, each with panelled body and stylised handles, the largest engraved with presentation inscription for 1906, diameters across the handles 43cm, 28cm respectively, weight 135oz.

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

Inscription to the largest: 'Presented with the other two pieces of plate, by the Directors of the Commercial Bank of Scotland Limited, to James Kirkhope Esq. on his retiring from the Agency of the Bank at Haymarket, Edinburgh, in recognition of long and valued services, 31st May 1906'.

130 \*

# AN EARLY VICTORIAN SILVER SNUFF BOX

by James Nasmyth & Co. Edinburgh 1840 Of engine-turned oblong form engraved with the crest of Cathery, together with a further snuff box by George Unite, Birmingham 1873, weight 7.5oz. (2)

£300 - 500 €340 - 570 US\$420 - 710

## 131

# A GEORGE III SILVER MARROW SCOOP

by John Mackay, Edinburgh 1809

Of conventional form with stag crest to the front and crest and motto of Bruce of Balcaskie, to the reverse, together with a Scottish marrow scoop, lacking date and maker's mark, weight 3.5oz. (2)

£200 - 300 €230 - 340 US\$280 - 420

Balcaskie is a 17th-century country house in Fife, Scotland. It lies to the north of St Monans, and is notable as the home and early work of architect Sir William Bruce. Robert Lorimer, an admirer of Bruce, called the house "the ideal of what a Scottish gentleman's home ought to be".

Balcaskie remains the seat of the Chief of the Name and Arms of Anstruther.

## 132

## A 19TH CENTURY SILVER NOVELTY PAPER KNIFE FORMED AS A BROADSWORD

marks to the hilt unclear, possibly 1895, with replacement silver blade by A.F.C, Edinburgh 1951

Realistically formed with red felt interior to the hilt, length 28.5cm, weight 3oz.

£250 - 300 €290 - 340 US\$350 - 420







# SCOTTISH RUGBY UNION INTEREST, A PRESENTATION SILVER QUAICH

by J.Ness & Son, Edinburgh 1968

Of conventional form, the body engraved with a presentation inscription for 1971 surmounted by a thistle, *width 14.5cm across handles, weight 3.9oz.* 

## £150 - 200 €170 - 230 US\$210 - 280

The inscription reads 'With grateful thanks to R.(Bob) Ironside from The Scottish Rugby Union 27th March 1971.'

## 134

## A CASED SET OF FOUR VICTORIAN SILVER BONBON DISHES by Hamilton & Inches, Edinburgh 1896

Of pierced boat shape with husk garland to either end, *length 14cm*, *weight 8.6oz*.

£500 - 700 €570 - 800 US\$710 - 990

# <sub>135</sub> Ү Ф

# A VICTORIAN THREE-PIECE SILVER TEA SERVICE

by John Mackay, Edinburgh 1845

Of inverted pear-shape, engraved with scrolling foliage and flowerheads and centred by a crest and motto, with scroll handles, the teapot with ivory insulators, *weight 43oz*.

£700 - 900 €800 - 1,000 US\$990 - 1,300

The crest of a griffin's head erased within a buckled belt inscribed with the motto associated with names MUIR, MURE and MOORE.

## 136

# A MATCHED SET OF FOUR VICTORIAN SILVER COMMUNION CUPS, AND TWO SMALL GOBLETS

the cups by Hamilton & Inches, Edinburgh 1884, 1888 and 1894, the goblets by Wakeley & Wheeler, London 1979 and Mappin & Webb, London 1974

Each with spreading circular foot to knopped stem, and flared rim, height 26cm and 15cm respectively, weight 90oz.

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

The set of four engraved IHS to the body and one with inscription to the underside 'In Memoriam Thomas Keir. Nov. 14th 1884.'





## A GEORGE III SILVER FOX HEAD STIRRUP CUP

by Alexander Edmonston, Edinburgh 1814 Of conventional form and of good guage, with foliate cartouche bearing inscription for 1825 'The Hon.Matthew Bell from Fox Maule Esq., 1825', length 13cm, weight 7.2oz.

## £1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

Fox Maule-Ramsay, 11th Earl of Dalhousie, KT, GCB, PC (22 April 1801 – 6 July 1874), known as Fox Maule before 1852, as The Lord Panmure between 1852 and 1860, was a British politician. In 1861 he assumed the Dalhousie family surname, Ramsay.

After retiring from the army in 1832 with the rank of captain, he sat in the House of Commons as a Liberal from 1835 to 1837 and from 1838 to 1852. He served as secretary at war (1846–52) under Lord John Russell. On the formation of the first Palmerston government in February 1855, Panmure was appointed to the new office of secretary of state for war.

The Hon. Matthew Bell was a fellow Member of Parliament, for Northumberland, 1826–1831, and South Northumberland, 1832–1852.

## 138 Y Φ

## A GEORGE II SILVER BULLET TEAPOT AND STAND

by James Tait, assay master Edward Penman, Edinburgh 1733-4, the teapot stamped with a European control mark, of a swan The upper body engraved with shells and scroll-work, the doublescroll handle with stained ivory insulators, the stand with scalloped rim, the underside inset with wooden disk, *diameter stand 21cm*, *weight teapot 20.7oz*.

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200





## 139 A RARE GEORGE II SILVER TABLE SNUFF BOX OR TOILET BOX

by James Ker, assay master of Archibald Ure, Edinburgh 1735 of oval form, the hinged lid engraved with the crest, motto and coronet for Hay, Marquess of Tweeddale, *length* 19.7*cm*, *weight* 160*z*.

£8,000 - 10,000 €9,200 - 11,000 US\$11,000 - 14,000



139 (hallmark)



#### 140

# A RARE SET OF THREE GEORGE II SILVER SUGAR CASTERS OF OCTAGONAL FORM AND HEAVY GUAGE

With single mark EP for Edward Penman as both maker's mark and assay master's mark, Edinburgh 1728

Comprising one large and two smaller, one of those blind, engraved with the crest and motto of Colvill, *height 20.5cm and 17cm*, *weight 34.4oz*.

## £10,000 - 15,000 €11,000 - 17,000 US\$14,000 - 21,000

The apparent lack of an assay master's mark is explained by the fact that Edward Penman was assay master between 1707 and 1729. He continued to made and test his own silver during this period and usually struck his own mark twice, once as maker and again as assay master. This apparent conflict of interest seemed not to worry the members of the Incorporation of Goldsmiths of Edinburgh or the buying public.







# SCOTTISH PROVINCIAL SILVER

141

# GEORGE ROBERTSON OF ABERDEEN, A RARE SET OF THREE SILVER SUGAR CASTERS

circa 1720, three marks: GR, ABD, GR,

each with moulded pedestal foot supporting a pear-shaped body with applied mid-rib, each domed cover secured by a bayonet fixing, pierced with stylised quatrefoil pattern and terminating in an acorn finial, *height 19cm and 15.5cm*, *weight 18.4oz*.

£15,000 - 20,000 €17,000 - 23,000 US\$21,000 - 28,000

This would appear to be the only set of three Aberdeen casters to survive from the 18th century. George Robertson was active as an independent maker from 1708-1726. He was the third son of George Robertson, town clerk of Aberdeen. He was apprenticed to William Lindsay in 1696-7 and was a journeyman with Alexander Forbes in 1703.



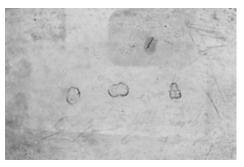




142 GEORGE COOPER OF ABERDEEN, A SILVER TEA CADDY circa 1740, three marks; Gothic 'e', GC, three turrets

Of plain rectangular form with canted corners, the pull-off lid with baluster finial, *height 12.5cm*, *weight 8.6oz*.

£6,000 - 8,000 €6,900 - 9,200 US\$8,500 - 11,000



142 (hallmark)

### 143 WILLIAM JAMIESON OF ABERDEEN, A RARE SILVER FOX MASK SNUFF MULL

*circa 1810, two marks WJ, ABD* The fox mask mull with flush hinged cover engraved with crest and motto and dated 1811, *length 7.4cm, weight 3oz.* 

## £2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

The only other Scottish silver fox mask snuff mull recorded, which is also by William Jamieson, is in the collection of the Aberdeen Art Gallery and Museum.

The badge is one of the Scottish Incorporations of Hammermen but does not appear to be that of Aberdeen, Edinburgh or Glasgow





## 144 CHARLES JAMIESON OF INVERNESS, AN EARLY 19TH CENTURY SILVER QUAICH

three marks; C.J, C.J, INS, circa 1810

Of conventional form on collet foot, the lugs engraved JC, and KC, within wriggle-work border, *width across handles 12.3cm*, *weight 4.1oz*.

£2,500 - 3,000 €2,900 - 3,400 US\$3,500 - 4,200





144 (hallmark)

145

# ROBERT KEAY OF PERTH, A SILVER AND SILVER-GILT AND AGATE SET VINAIGRETTE

circa 1830, marked twice with three marks; double-headed eagle, RK, double-headed eagle

Of rectangular form, the agate-set lid with silver-gilt foliate border and scroll thumb-piece, the grill simply pierced with flower-heads and scrolling foliage, *length 3.5cm*.

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

146

## ALEXANDER STEWART OF TAIN, A SILVER SOUP LADLE

four marks; A.S, Tain, wheatsheaf, cup and saucer mark Of Old English pattern, length 35cm, weight 6.4oz.













## **OF SCOTTISH INTEREST**

#### 147 Y Φ

#### OF EDINBURGH INTEREST, A VICTORIAN CLASSICAL REVIVAL SILVER WINE EWER ENGRAVED WITH THE ARMS OF EDINBURGH

#### by Mackay & Chisholm, Sheffield 1838

Of baluster form, with formal borders and engraved with scenes of wine making, the spout formed as the mask of Bacchus, the scroll handle with ivory insulators and terminating in a claw, *height 35cm*, *weight 36oz*.

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

The castle represents Edinburgh Castle, Edinburgh's principal landmark. The crest, an anchor, represents the Lord Provost's position as Admiral of the Firth of Forth. The dexter supporter, a "woman richly attired with her hair hanging over her shoulders" represents the fact that Edinburgh Castle was historically known as the "Castle of the Maidens" probably due to it being used to protect princesses and noblewomen in times of war. The sinister supporter, a doe, recalls the city's patron saint St Giles who spent much of his life in solitude in the forests of Provence with only a doe for company.

The motto Nisi Dominus Frustra means "Except the Lord in Vain".

#### 148

## A LATE VICTORIAN SILVER-MOUNTED DECANTER

by Thornhill and Co, London 1895

Of shaft and globe form, the neck encased in a silver mount formed of thistle foliage and leading to three everted pouring spouts, the stopper cast as a thistle head, Registered design No. 260384, *height 25cm*.

£600 - 800 €690 - 920 US\$850 - 1,100

#### 149

# OF CLAN CAMPBELL INTEREST, A PAIR OF EARLY 20TH CENTURY SILVER CANDLESTICKS

by H.C. Lambert, London 1912

The circular base leading to tapering octagonal column, with vaseshaped sockets, engraved with the crest of Campbell, *loaded*, *height 30cm*.

£300 - 400 €340 - 460 US\$420 - 570

# 150

#### A PAIR OF SILVER QUIACHS by R.H. Halford & Sons, London 1900

Of hammered conventional form, the twin handles pierced with stylised thistle detail, width 17cm across the handles, weight 8.9oz.

£300 - 500 €340 - 570 US\$420 - 710

## 151

# EDINBURGH INTEREST, AN ELECTROPLATED FLAGON AND PAIR OF BREAD PLATES

unmarked

The flagon of tapering from on spreading foot, scroll thumb-piece and heart-shaped terminal, one Sheffield plated bread plate and another electroplated example, *height flagon 37cm, diameter plates 41cm.* (3)

£200 - 300 €230 - 340 US\$280 - 420

Each engraved IHS to the body and Morningside Church to the underside.



# A VICTORIAN SILVER-MOUNTED RAM'S HEAD TABLE SNUFF MULL

with maker's mark of E.D, probably for Etienne Dumenil, London 1883 The silver mull with centrally-set paste within a surround of entwined thistles, the horns suspending various tools, upon white metal thistle feet and casters, 44cm wide.

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

#### 153

# A STAG'S HEAD DECANTER

William Grant and Son, London 1980 The square Edinburgh Crystal decanter cut with relief diamonds and with etched mark to the base, the hallmarked silver stopper

naturalistically modelled as a 14-point stag's head, height 29cm.

£200 - 300 €230 - 340 US\$280 - 420 154

## SCOTTISH REGIMENTAL 78TH REGIMENT (ROSS-SHIRE BUFFS) INTEREST, A SILVER MOUNTED COWRIE SHELL SNUFF MULL

Struck three times with the maker's mark of RW in an oval-shaped punch

The silver hinged cover engraved with arms of the 78th Highlanders, together with a further cowrie-shell mull, resembling a seal, with pasteset eye, *length 7.5cm and 9cm*. (2)

£500 - 700 €570 - 800 US\$710 - 990

The 78th Highlanders were based at Cameron Barracks, Inverness, so there is possibility that this mull bears the makers mark of Richard Wilkie of Tain in an oval as opposed to his usual rectangular punch.

The whole of this engraving is devoted to Regimental Emblems of the 78th Highland Regiment [the Ross-shire Buffs] raised in'1793 and amalgamated with the 72nd Regiment to form the Seaforth Highlanders in 1881. Their badge is the Elephant surmounted by the names ASSAYE MAIDA JAVA and their motto Cuidim n'rhi (Trans: Assist the king) above a royal crown and all enclosed within a laurel and a thistle shoot.







154



#### 155 A LARGE STANDING SILVER TABLE STAG

by L.R.Watson, Sheffield 2008 Realistically modelled on a rectangular rocky outcrop base, *height 39cm to tip of horns*, *loaded*, *length 52cm*.

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

## 156

# HARRY LAUDER INTEREST, A SILVER PRESENTATION SALVER

by Fenton Bros., Ltd, Sheffield 1929 Of lobed circular form on three pad feet, engraved to the centre with a depiction of The Town Mill, Strathaven, surmounted by inscription, beneath which is verse, *diameter* 35cm, weight 38oz.

£600 - 800 €690 - 920 US\$850 - 1,100

The inscription reads 'James MacGregor, Ltd., Millers, of Wishaw, Strathaven, Lesmahagow and Thankerton. Souvenir to Sir Harry Lauder, when he honoured The Town Mill, Strathaven, by starting off the turbines, 22nd January, 1936.

The engraved verse is taken from Puck's Song, by Rudyard Kipling, and reads

'See you our little Mill that clacks, So busy by the brook? She has ground her corn and paid her tax Ever since Domesday book.'

155



## 157 SCOTTISH INTEREST, AN IMPRESSIVE VICTORIAN SILVER EPERGNE

*by Barnard and Barnard, Sheffield 1864* Formed of twisted vine branches and fruiting vines, the central branch and three arms supporting glass bowls, beneath which are two grazing deer, on fluted and scroll base, *height 64cm, weight 153oz.* 

£5,000 - 7,000 €5,700 - 8,000 US\$7,100 - 9,900





# COINS

## 158 MARY AND HENRY RYAL 1566 VF (1)

£600 - 800 €690 - 920 US\$850 - 1,100

## 159

# **JAMES VI HALF MERK 1572**

S5478, VF; James VI Thistle merk, 1602, S5497, VF; James VI Thistle merk, 1603, S5497, good VF (3)

£350 - 450 €400 - 520 US\$490 - 640

#### 160 **JAMES VI BALANCE HALF MERK 1591** S5491, fine and rare (1)

£300 - 400 €340 - 460 US\$420 - 570 161 **MARY TESTOON 1559** S5416, EF, pleasing (1)

£400 - 600 €460 - 690 US\$570 - 850

# 162

# **CHARLES I 30/- FALCONER ISSUE**

S5556, F; 40 pence, S5579, Falconer, VF; Charles XX Piece, S5581, VF; Charles II Merk 1671, Fine; Charles II One Sixteenth Dollar 1677, EF, rare, thus; Charles II Bawbee 1679, Fine (6)

£300 - 400 €340 - 460 US\$420 - 570

163 MARY TESTOON 1558 S5406, VF (1)

£250 - 350 €290 - 400 US\$350 - 490



164 JAMES VI 30/- 1583 VF and rare (1)

## £600 - 800 €690 - 920 US\$850 - 1,100

Ex Lingford Collection, Lot 1159

## 165

## **ROBERT II GROATS**

Edinburgh S5131; Perth S5136; Robert III heavy coinage, S5164, all VF (3)

£400 - 600 €460 - 690 US\$570 - 850

166 FRANCIS AND MARY TESTOON 1560 S5448, near EF (1)

£350 - 450 €400 - 520 US\$490 - 640 167 DAVID II GROAT, 2ND ISSUE S5088, D in one quarter, VF; Penny, S5088, VF (2)

£200 - 300 €230 - 340 US\$280 - 420

168 JAMES VI 10/- 1594 S5493, about EF (1)

£200 - 300 €230 - 340 US\$280 - 420

## 169 WILLIAM THE LION PENNY, HVE WALTER S5029, VF (1)

£200 - 300 €230 - 340 US\$280 - 420

170

## JAMES III GROAT

Edinburgh, light issue, S5280, VF, rare (1)

£200 - 300 €230 - 340 US\$280 - 420



171 **ROBERT BRUCE PENNY** Rare, VF, chip (1)

£400 - 600 €460 - 690 US\$570 - 850

172 **DAVID II GROAT** Perth, VF (1)

£200 - 300 €230 - 340 US\$280 - 420

173 JAMES II GROAT Edinburgh, S5233-11, VF, chip, rare (1)

£300 - 400 €340 - 460 US\$420 - 570

174 **DAVID II GROAT, LARGE YOUNG HEAD** S5095, near EF, Edinburgh (1)

£200 - 300 €230 - 340 US\$280 - 420 175 **MARY TESTOON 1557** S5404, near EF (1)

£300 - 400 €340 - 460 US\$420 - 570

176 **JAMES VI 10/- 1595** S5493, VF; 5/- 1594, S5494, VF (2)

£350 - 450 €400 - 520 US\$490 - 640

177 JAMES V GROAT Edinburgh, S5378, VF (1)

£200 - 300 €230 - 340 US\$280 - 420



178 **CHARLES I 60/- PIECE BY BRIOT** S5552, VF (1)

£400 - 500 €460 - 570 US\$570 - 710

#### 179 CHARLES I 30/- PIECE BY BRIOT VF (1)

£200 - 300 €230 - 340 US\$280 - 420

180 JOHN BALLIOL PENNY, ROUGH ISSUE Scarce, VF (1)

£200 - 300 €230 - 340 US\$280 - 420

181

# ALEXANDER III PENNIES

Second Coinage, VF (3)

£200 - 300 €230 - 340 US\$280 - 420 182 JAMES VI RYAL 1567 VF, Mary Bawbee, S5433, F, cracked (2)

£500 - 700 €570 - 800 US\$710 - 990

183 CHARLES I 12/- PIECE Falconer S5560; Falconer S5561; Falconer S5563, all VF (3)

£450 - 600 €520 - 690 US\$640 - 850

184 WILLIAM THE LION PENNY, RAVL ROCE another, both VF (2)

£200 - 300 €230 - 340 US\$280 - 420

185

# A COLLECTION OF 19 SCOTTISH COMMUNION TOKENS

eight for Dumfriesshire churches, five for Ayrshire, six for elsewhere including Edinburgh St Cuthberts, predominately 19th century but includes Fenwick 1747 (19)

£100 - 150 €120 - 170 US\$140 - 210

# ARMS AND ARMOUR

Lots 186 - 213







186

# <sub>186</sub> Ү Ф

## A 19TH CENTURY GORDON HIGHLANDERS SILVER PLAID BROOCH

AGW, Edinburgh 1859 For the 92nd Gordon Highlanders, the reverse engraved with the initials HRW for Henry Ritchie Wallace, 68mm diam, together with a sporran badge, a cap badge and a mid 19th century portrait miniature of Henry Ritchie Wallace wearing his uniform, painted on ivory and housed in a gilt-metal frame, (4)

£400 - 600 €460 - 690 US\$570 - 850

# THE FOLLOWING FOUR LOTS WERE FORMERLY THE PROPERTY OF HENRY RITCHIE WALLACE.

Born 15th December 1835, he gained his commission in the 92nd Highlanders on the 14th May 1853 and was promoted to Captain on 6th November 1857, he retired from the services circa 1868.

187

# A 44-BORE ALL STEEL PERCUSSION SCOTTISH OFFICER'S **BELT PISTOL, 19TH CENTURY**

Inlaid with Regimental devises of the Gordon Highlanders. With threestage barrel engraved with foliate swags, thistle engraved flat locks, the fore end inlaid with silver thistle and interlaced designs, each side of the rams head with silver inlaid sphinx, engraved silver trigger and thistle shaped picker

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

188 A GORDON HIGHLANDERS OFFICER'S SPORRAN The arched brass cantle engraved with thistles and mounted with the

badge of the Gordon Highlanders, the bag covered in white horsehair with two black horsehair tassels with thistle engraved covers, the rear of the bag covered in oxblood leather, the interior lined in doeskin

£250 - 350 €290 - 400 US\$350 - 490



## 189 A 92ND OF FOOT, GORDON HIGHLANDERS WHITE METAL MOUNTED DIRK

With faceted back edge and double fuller and with carved basket weave wooden hilt set with studs, the pommel set with a foil backed cut glass, supported by a pierced foliate cage, in its leather scabbard with engraved and thistle applied mounts, the locket with sphinx above applied '92', complete with companion knife and fork *31 cm. blade* 

£1,200 - 1,800 €1,400 - 2,100 US\$1,700 - 2,500





#### OF SAMUEL BAKER INTEREST: A SILVER MOUNTED DIRK

By Paget, 195 Piccaddilly, London. The fullered blade with scalloped top edge, stamped 'Paget, 195 Piccadilly, London', the carved ebony knotwork hilt with silver pommel modelled with seated stag, the scabbard with chased mounts, the companion knife and fork with deer hound finials, makers hallmarks for WF, London 1850, sold together with a folder of research length 46 cm.

## £3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

Sir Samuel White Baker KCB FRS FRGS (1821-1893) is known as a noted explorer, naturalist, big game hunter and abolitionist. This dirk possibly relates to a hunting incident whilst Sir Samuel White Baker was a guest of the Duke of Atholl at Blair Castle. Baker insisted that a stag could be hunted and brought to bay by deer hounds and he would kill it with a knife, as he had witnessed when hunting in Ceylon. The hunt was successful and in his own words, 'This had been a pretty course which did not last long and in my opinion ten times better sport than shooting deer at bay.'

Paget knives are known to have been used by the famous Victorian game hunter Samuel Baker. In 1890 Baker wrote 'It is difficult to arrange a knife that would comprise all desiderata, but Mr. Paget of Piccadilly (long since dead) was first rate cutler and he produced the perfection of a blade ...'

See Michael Brander, *The Perfect Victorian Hero, The Life and Times of Sir Samuel White Baker*, 1982, p.50-51

## Literature Ron Flook, *The London Knife Book ...*, 2008, p. 126, pl. 126



190 (detail)



## 191 AN SILVER MOUNTED DIRK, ENGRAVED WITH MACPHERSON CREST, EARLY 19TH CENTURY

Makers mark unclear, C.R visible, possibly for D.C. Rait, Glasgow, 1830 The blade with faceted back edge and single fuller on each side, stamped 'Stirling Glasgow', the wooden hilt carved with basket weave and set with studs, the pommel set with foil backed cut glass, in its leather covered scabbard the locket engraved with the crest of Clan Macpherson, bi-knife and fork mounted en suite

33 cm. blade

£600 - 800 €690 - 920 US\$850 - 1,100

192

## A WHITE METAL MOUNTED DIRK, 19TH CENTURY

With bright tapering single edge blade with two fullers, and notched along the back edge, hardwood baluster grip carved with basket weave set with silver studs, plain basel mounts the pommel cap set a foiled back faceted smoky quartz stone, contained within its leather covered scabbard with pierced quatrefoil mounts and chape 27 cm. blade

£400 - 600 €460 - 690 US\$570 - 850



# A SCOTTISH REGIMENTAL DIRK OF THE BLACK WATCH, LATE 19TH CENTURY

With bright tapering blade fullered and notched along the back, hardwood baluster hilt carved with basket weave set with brass nails, brass basal mount cast with thistles, and pommel set with a piece of faceted glass against yellow foil, in original woodlined leather scabbard with border engraved mounts each with applied thistles, the locket with the figure of St. Andrew, the bi-knife and fork en suite with the dirk 27 cm. blade

£400 - 600 €460 - 690 US\$570 - 850



#### 194

## A HIGHLAND LIGHT INFANTRY OFFICER'S DIRK

W.M.Anderson & Sons Ltd. With double fuller and faceted back edge, the bright blade carved wood basket weave hilt set with brass studs, the pommel set with a cut glass 'stone' contained within its leather covered scabbard with gilt-brass mounts embossed with thistles, the locket applied with the regimental badge, bi-knife and fork mounted en suite, the rear of the locket stamped 'W.M Anderson & Sons Ltd Military Outfitters Edinburgh and Glasgow' 26.5 cm. blade

£1,200 - 1,500 €1,400 - 1,700 US\$1,700 - 2,100

## 195 A SILVER MOUNTED DIRK HAMILTON & INCHES, EDINBURGH 1967

With faceted back edge, the wooden hilt carved with basket weave design and set with foil backed faceted glass, in a leather scabbard with accompanying knife and fork, the reverse with engraved initials 'E.J.P' 29 cm. blade, 44 cm. overall

£700 - 1,000 €800 - 1,100 US\$990 - 1,400

Formerly belonging to Edwin James Price (Canadian), who gifted this dirk to Pipe Major Charles Forman.



102 | **BONHAMS** 

# A WHITE METAL MOUNTED SCOTTISH DIRK, LATE 19TH/EARLY 20TH CENTURY

With bright tapering single-edged blade notched along the back, one side stamped 'Henry Stark 31, Drummond Crescent, N.W.', hardwood baluster hilt carved with basket weave set with nails, basal mount cast with thistles, and pommel cap cast with and Edwardian crown and lion, contained within a leather covered wooden scabbard the mounts engraved with thistles, the locket engraved to the rear 'H. Stark Maker London' the bi-knife and fork en suite with the dirk 27 cm. blade

£600 - 800 €690 - 920 US\$850 - 1,100

#### 197

A WHITE METAL MOUNTED CHILD'S DIRK, LATE 19TH/EARLY 20TH CENTURY

With bright tapering blade fullered and notched along the back edge, hardwood baluster hilt carved with basket weave set with nails, engraved basel mount, the pommel set with a domed cap, in original leather covered scabbard with applied thistle mounts, the bi-knife and fork mounted ensuite 24 cm. blade

£500 - 700 €570 - 800 US\$710 - 990

## 198

# A CONTEMPORARY SCOTTISH WHITE METAL MOUNTED DIRK

With bright tapering blade fullered and notched along the back edge, hardwood baluster hilt carved with basket weave basel mount case with interlinked design, the pommel cap with ball final, in wooden lined leather covered scabbard, the mounts with interlaced Celtic designs the bi-knife and fork en suite with the dirk 28.5 cm. blade

£300 - 400 €340 - 460 US\$420 - 570



196



# 199 A SILVER MOUNTED SKEAN DHU

Edinburgh 2003

With faceted back edge with single fuller, the hilt of deer antler set with a white metal pommel cap, in its silver mounted scabbard 9 cm. blade

£300 - 500 €340 - 570 US\$420 - 710

# 200

# A WHITE METAL MOUNTED SKEAN DHU, EARLY 20TH CENTURY

The blade with faceted back edge, carved wood basket weave hilt set with studs, the pommel set with a foil backed cut glass, contained within its leather covered scabbard the locket with applied thistle, 10cm blade together with a silver brooch kilt pin in the form of stylised sword, stamped to the rear 'sterling', (2)

£200 - 300 €230 - 340 US\$280 - 420

200

### 201 A SILVER-MOUNTED SKEAN DHU

Thomas Kerr Ebbutt, Edinburgh, 1956 With faceted back edge and single fuller, the horn hilt carved with interlaced designs, the pommel claw set with a faceted citrine and the leather scabbard with plain silver mounts 9.5cm blade

£150 - 250 €170 - 290 US\$210 - 350





203

## 203 A 19TH CENTURY EAST LOTHIAN YEOMANRY OFFICER'S TUNIC AND EPAULETTES

The jacket with Braided edges collar and cuffs, the buttons by Firmin Birmingham embossed around the edge 'East Lothian Yeomanry Cav', The epaulettes with gilt chain and conjoined initial 'LBY' within ribbon tied foliate surround, together with a silver braid decorated waistcoat with white metal ball buttons, (3)

£300 - 400 €340 - 460 US\$420 - 570

## 204 A ROYAL COMPANY OF ARCHERS UNIFORM, 20TH CENTURY

Comprising tunic of green cloth with gauntlet cuffs and shoulder wings trimmed with black braid and crimson velvet, together with a pair of trousers, cloak and quiver hanger, (3).

£500 - 800 €570 - 920 US\$710 - 1,100

## 202

## AN OTHER RANKS HELMET OF THE LOTHIANS & BERWICKSHIRE YEOMANRY CAVALRY 1871 PATTERN HELMET

The white metal skull with brass fixtures and fittings including fluted plume holder on cross base, white horse hair plume, regimental helmet plate being QVC over pierced rayed star with VR and motto centered, the whole within a garter with motto, thistle sprays in surround, unit title in scroll form beneath, rose bosses, leather backed chin chain, leather liner

£600 - 800 €690 - 920 US\$850 - 1,100



204

#### 205 A ROYAL COMPANY OF ARCHERS SASH AND ASSOCIATED BADGES

One with crossed arrows, the other with the Order of the Thistle: "King's Body Guard for Scotland"

£300 - 500 €340 - 570 US\$420 - 710

206

# A VICTORIAN SILVER MOUNTED SPORRAN

Edinburgh 1844

The arched cantle with engraved foliate designs and three finials, the bag covered in white horse hair the rear covered in brown leather

£400 - 600 €460 - 690 US\$570 - 850

#### 208

## AN ARGYLL AND SUTHERLAND HIGHLANDERS SPORRAN

With arched brass cantle and black horse hair covered bag with six white double tassels, the bag rear covered in brown leather, stamped 'Nicoll Maker Bankfoot', together with another Volunteer Battalion Royal Scots example, (2)

£400 - 600 €460 - 690 US\$570 - 850



207

# A GORDON HIGHLANDERS OFFICER'S SPORRAN

The arched, brass cantle engraved with thistles and mounted with the badge of the Gordon Highlanders, the bag covered in white horsehair with two black horsehair tassels with thistle engraved covers, the rear of the bag covered in oxblood leather, the interior lined in doeskin

£300 - 400 €340 - 460 US\$420 - 570

### 209

## A SILVER CELTIC SPORRAN CHAIN OR SUSPENDER Robert G Lawrie, Glasgow, 1949

With interlaced knotwork links and leather adjustable strap 95 cm. long.

£150 - 200 €170 - 230 US\$210 - 280





### AN ARGYLL AND SUTHERLAND HIGHLANDERS OFFICER'S BADGER HEAD SPORRAN

With brass cantle, the head with glass eyes, the badger hair body with six white horsehair tassels with gilt cord suspenders and gilt mounts embossed with thistles, the bag rear covered in brown leather and inscribed 'WI II Jimmy Letham 1st Bn'

£400 - 600 €460 - 690 US\$570 - 850

#### 212 Y Φ

#### A SET OF BLACKWOOD AND IVORY MOUNTED BAGPIPES By R.G. Lawrie

Unmounted, together with a Glen chanter and a Lawrie practice chanter, and a quantity of sheet music books, contained in a plywood flight case

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

#### 211

#### A GORDON HIGHLANDERS OFFICER'S SPORRAN

The arched, brass cantle engraved with thistles and mounted with the badge of the Gordon Highlanders, the bag covered in white horsehair with two black horsehair tassels with thistle engraved covers, the rear of the bag covered in oxblood leather, the interior lined in doeskin, with white strap

£300 - 500 €340 - 570 US\$420 - 710

#### 213

#### A SET OF COCUSWOOD AND NICKLE MOUNTED BAGPIPES by Robert Reid

Unmounted, contained in a Plywood case, and green velvet bag cover, together with a quantity of sheet music

£300 - 500 €340 - 570 US\$420 - 710

# **CERAMICS AND GLASS**

Lots 214 - 253













219

#### 214

#### TWO SMALL WEMYSS PIGS

One painted with 'Cabbage Roses', (restored), the other with pink glaze, *17cm long*, one with green painted WEMYSS the other impressed WEMYSS WARE R.H.&S

£300 - 400 €340 - 460 US\$420 - 570

#### 215

#### A LARGE WEMYSS LOVING CUP

Painted with spiral garlands of polychrome green mixed roses alternating with pink painted spiral bands, between green bands and green scallop edged rims, (hairlines), 24cm high, impressed WEMYSS, printed T Goode & Co retailers mark

£600 - 800 €690 - 920 US\$850 - 1,100

#### Provenance

Bearing the paper lot label for The Iris Fox Collection, Sotheby's, lot 204

#### 216 TWO LARGE WEMYSS 'CABBAGE ROSES' LOVING CUPS

(damage) *19.5cm high,* impressed crescent WEMYSS WARE R.H.&S.

£400 - 600 €460 - 690 US\$570 - 850

#### 217

#### A COLLECTION OF ABBOTSFORD POTTERY AND A TEAPOT PAINTED BY CARL NEKOLA

Circa 1900/early 20th century Comprising a yellow glaze vase with stylised circular twin handles, *15cm high*, a bottle shaped vase with a single handle, painted with roses, *15.5cm high*, a preserve jar and cover painted with roses, *10.5cm high*, a low candlestick painted with violets, *5.3cm high*, and a lobed teapot, painted to one side with roses and to the other side with the inscription 19th Sept 1924, within a rose garland against a seascape ground, with butterflies, *Abbotsford Ware marks*, teapot a *factory blank*, signed to the base Carl Nekola 1929

£100 - 150 €120 - 170 US\$140 - 210

Carl Nekola (born 18th Dec 1891), son of Karel Nekola, and brother of Joe Nekola.

#### 218

#### A COLLECTION OF SCOTTISH 'LADY ARTIST' POTTERY

Early 20th century

Comprising a stylised Deco cup and saucer and a small shallow dish by Majel Davidson, three pieces by Morven MacLeod, an egg cup and a mug with celtic designs, and a vase painted with blue flowers, *9.5cm high*, a twin handled flower painted dish by Mary Lindsay Fairview, and a Kilrenny teapot painted with flowers, signed to the base 'Catherine Donaldson 11.4.19 1932' 'Downey Kilrenny' with JM monogram, Davidson pieces signed with A underscored with two lines, MacLeod pieces all signed, dish with MLF initials and a painted cat

£100 - 150 €120 - 170 US\$140 - 210

#### 219

#### FOUR PIECES OF SCOTTISH POTTERY Early 20th century

Including a squat mottled blue glazed Holyrood vase by Henry Taylor Wyse, *12cm high*, a Zoo Pottery plate by William Miles Johnston, painted with a duck in flight, *14cm diameter*, and a 'Stump', Longniddry, egg cup and a bowl, both painted with flowers, *bowl 20.5cm diameter*, various marks

£100 - 150 €120 - 170 US\$140 - 210





#### 220 A WEMYSS 'CABBAGE ROSES' TALL QUAICH

(hairline), *17cm high,* impressed and green painted WEMYSS

£150 - 200 €170 - 230 US\$210 - 280

#### 221

#### A RARE WEMYSS 'CLOVER' SLEEPING PIGLET

Circa 1900 The body painted with nine clover leaves, picked out in two shades of green with yellow detail, *17cm long*, impressed WEMYSS

£7,000 - 9,000 €8,000 - 10,000 US\$9,900 - 13,000

#### 222

#### A WEMYSS 'VIOLETS' TALL POMADE, THE COVER PAINTED WITH THE COAT OF ARMS OF ONTARIO

7cm high, 8.3cm diameter, impressed and green painted WEMYSS

£250 - 350 €290 - 400 US\$350 - 490

#### 223 A WEMYSS 'DOG ROSES' THREE HANDLED VASE AND A 'SWEET PEAS' TALL POMADE

vase 10cm high, pomade 7.5cm high, 8.2cm diameter, vase impressed WEMYSS, pomade green painted WEMYSS

#### £250 - 350 €290 - 400

US\$350 - 490

#### Provenance

The three handled vase bears the Sotheby's label for The Rankine Collection, 30 August 2005

#### 224 FIVE PIECES OF SCOTTISH POTTERY INCLUDING TWO BOUGH EXAMPLES

Comprising a Bough jug with blue and white chequered designs and a band of flowers, marked Bough A.H.A 1922, a Bough footed mug by Elizabeth Armour, painted with roses and inscribed 'Saw Wood and Say Nothing', *11cm high*, marked Bough E.A. 1916, a small preserve jar and cover by Elizabeth Mary Watt, painted with stylised daisies, marked E.M.W, *8.5cm high*, and two lady artist teapots painted with flowers, the squat example by May Wilson, marked with MW monogram, 1931, the other with indistinct painted initials, *8.5cm and 12cm high*, various painted marks

£150 - 200 €170 - 230 US\$210 - 280

#### 225 FOUR PIECES OF MAK MERRY POTTERY

Early 20th century Comprising a helm

Comprising a helmet shaped jug painted with stylised flowers and with dotted rims, *14cm high*, a teapot and cover, painted with a continuous frieze of cottage flowers, *11cm high*, a small ginger jar and cover, painted with prunus on a stylised blue ground, *10cm high*, and a Wemyss blank tall quaich, with twin handles, painted with prunus, *13cm high*, all with blue painted Mak Merry marks, the quaich also impressed WEMYSS

£100 - 150 €120 - 170 US\$140 - 210















229

#### LOTS 226 TO 247 INCLUDE A SELECTION OF JACOBITE GLASSES FROM BRITISH PRIVATE COLLECTIONS

226

#### A JACOBITE GOBLET

#### Circa 1750

The bucket bowl engraved with a seven petalled rose and a bud on a thorny, leafy stem, on a multiple spiral airtwist stem and a conical foot, *18cm high* 

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

The work on this glass can be attributed to engraver B.

#### Provenance

Bonhams Edinburgh 23 Aug 2006, lot 474 The Chris Crabtree Collection

#### 227

### A JACOBITE DECEPTIVE CORDIAL GLASS

Circa 1750

The solid funnel bowl engraved with a profile rose and a bud, on a thorny, leafy stem, on a double series multiple spiral airtwist stem, on a conical foot, *17.2cm high* 

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

228

#### AN ENGRAVED JACOBITE AIRTWIST WINE GLASS

Circa 1745-50

The bell bowl engraved with a seven petalled rose and one bud on a leafy stem, the reverse with a moth, on a double knopped multiple spiral airtwist stem, on a conical foot, *18cm high* 

£700 - 1,000 €800 - 1,100 US\$990 - 1,400

229

#### AN ENGRAVED WINE GLASS OF JACOBITE INTEREST

Circa 1750

With a pan-topped round funnel bowl, the rim engraved with a chaplet of flowers, a profile rose and two buds linked to a honeysuckle and a carnation, both flowers with associated buds, on a multiple spiral airtwist stem with a central swelling knop, on a conical foot, 15.6cm high

£600 - 800 €690 - 920 US\$850 - 1,100

228

#### 230 A GOOD JACOBITE GOBLET Circa 1760-65

With a most generous ogee bowl, engraved with a six petalled rose on a thorny stem with one partly open bud, the reverse with a bird in flight, the double series opaque twist stem with a pair of heavy spiral threads outside of a multi-ply gauze, above a conical foot, 19.9cm high

£1,600 - 2,000 €1,800 - 2,300 US\$2,300 - 2,800

#### Provenance

Sotheby's sale 4 June 1985, lot 100

231

#### A MOST IMPRESSIVE JACOBITE AIRTWIST GOBLET

Circa 1750

The fine large round funnel bowl engraved with a seven petalled rose on a leafy stem with one partly open bud and one unusual fully blown profile rose, the bowl set on a collar above a multiple spiral airtwist stem with a large shoulder knop and angular centre knop, on a substantial conical foot, 24cm high

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### 232 AN ENGRAVED WINE GLASS OF JACOBITE INTEREST

Circa 1760-65

The lipped ogee bowl engraved with a rose and one bud, a thistle spray to the reverse, on a knopped double series opaque twist stem and a conical foot, *16.3cm high* 

£800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

233

#### AN ENGRAVED JACOBITE CORDIAL GLASS

Circa 1750

The bucket bowl engraved with a rose and a bud on a thorny, leafy stem, on double series airtwist stem and conical foot, *17.3cm high* 

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800





231



232

233

please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.





325





238



237



239

### 234

### A SCOTTISH OPAQUE TWIST WINE GLASS

Probably early 19th century The form associated with the Edinburgh and Leith glasshouse, with a delicate trumpet bowl, the double series opaque twist stem set between collars, *15.1cm high* 

£400 - 600 €460 - 690 US\$570 - 850

#### 235

### THREE ENGRAVED WINE GLASSES OF JACOBITE INTEREST

Circa 1760-80

Comprising one with a faceted stem, the ogee bowl engraved with a rose, carnation and honeysuckle, *14.8cm high*, the other two each with an ogee bowl on a double series opaque twist stem, one engraved with a profile rose on a leafy stem, a stylised foliate motif to the reverse, *15.5cm high*, the other engraved with an opening rose bud, a bird to the reverse, *13.3cm high* 

#### £600 - 800 €690 - 920

US\$850 - 1,100

#### 236

### AN ENGRAVED WINE GLASS OF JACOBITE INTEREST

Circa 1760

The round funnel bowl engraved with a rose bud and a moth, on a centre knopped multiple spiral opaque twist stem and conical foot, *14.2cm high* 

#### £500 - 800 €570 - 920

US\$710 - 1,100

#### 237

#### A FIRING GLASS OF JACOBITE INTEREST

Circa 1765

The round funnel bowl engraved with a six petalled rose and a bud, on a leafy stem, a bird to the reverse, on a double series opaque twist stem and a conical foot, *11.5cm high* 

£500 - 800 €570 - 920 US\$710 - 1,100

238

### AN ENGRAVED JACOBITE AIRTWIST WINE GLASS

#### Circa 1750

With a bell shaped bowl engraved with a profile rose on a thorny, leafy stem, on a double knopped multiple spiral airtwist stem and conical foot, *16.8cm high* 

£400 - 600 €460 - 690 US\$570 - 850

#### 239 A JACOBITE TYPE TUMBLER

Circa 1750-60

Engraved with a carnation, on a leafy stem, issuing a bud, a moth to the reverse, *12.8cm* high

£500 - 700 €570 - 800 US\$710 - 990

240

#### AN ENGRAVED JACOBITE WINE GLASS Circa 1750

With a generous round funnel bowl engraved with a six petalled rose on a thorny stem with a single bud, the reverse of the glass with a further rosebud as an isolated sprig, on a plain stem and conical foot, *15.9cm high* 

£750 - 900 €860 - 1,000 US\$1,100 - 1,300

#### Provenance

The Jeffrey Rose Collection Bonhams sale 13 December 2006, lot 52

#### 241

### A CUT AND ENGRAVED WINE GLASS OF JACOBITE INTEREST

Circa 1770

The round funnel bowl slice cut and wheel engraved with a six petalled rose on a thorny stem with a single bud, a flying moth or bee alongside, the reverse with a four petalled flower sprig, on a diamond faceted stem and conical foot, *14.6cm high* 

£600 - 800 €690 - 920 US\$850 - 1,100

242 A JACOBITE WINE GLASS Circa 1750

The round funnel bowl engraved with a six petalled rose and a bud on a thorny leafy stem, on a multiple spiral airtwist stem and conical foot, *15.7cm high* 

£600 - 700 €690 - 800 US\$850 - 990

243

#### AN ENGRAVED JACOBITE WINE GLASS Circa 1745-50

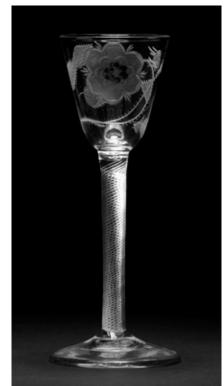
The round funnel bowl engraved with a six petalled rose, an opening bud and a closed bud, the reverse with a star, on a plain stem and conical foot, *15.4cm high* 

£500 - 600 €570 - 690 US\$710 - 850





241





243







244

#### 244

#### A CORK DECANTER AND STOPPER AND A SIMILAR IRISH RUMMER REPRESENTING IRISH AND SCOTTISH TRADE Circa 1790-1800

The 'Prussian' shaped decanter with three milled neck rings and a bulls eye stopper, engraved with a three masted ship, the reverse with an initialled panel 'T.A.T' flanked by thistles, *26cm high*, the rummer also engraved with an upright thistle, a fowled anchor and the motto 'The Land We Live In', *13.1cm high* 

#### £800 - 1,000 €920 - 1,100 US\$1,100 - 1,400

Other decanters engraved by the same hand show a similar ship flanked by 'Jacobite' roses and thistles, see Andy McConnell, The Decanter (2004), p.233, pl.333. The toast to 'The Land We Live In' was popular among Irish exiles and these distinctive glasses reflect the continuing trade between Scotland and Ireland.

#### 245

#### AN ENGRAVED THISTLE CLUB GLASS

#### Circa 1775

The rounded bowl cut with an 'OXO' border and engraved with an upright thistle sprig, the diamond faceted stem extending into the base of the bowl with a series of petal flutes, on a conical foot, *14.3cm high* 

£600 - 800 €690 - 920 US\$850 - 1,100





### A PAIR OF 'ROYAL FIRST REGIMENT' WINE GLASSES

Circa 1830

246

Each with a cup shaped bowl engraved 'Royal 1 Reg', with a badge depicting a castle with four turrets, flying the Saltire, within an eight pointed star, on a faceted stem and conical foot, *12.7cm high* 

#### £300 - 500 €340 - 570 US\$420 - 710

The engraving on these glasses possibly relates to the First Regiment of Foot Guards, now the Grenadier Guards, or to the Royal Scots, who were the 1st.(Royal Scots) Regiment of Foot.

#### 247 AN ALLOA BOTTLE

#### Circa 1800-1830

Of mallet shape and of dark olive green colour, the body with four applied trails ending beneath the shoulder, 23.5cm high

£400 - 500 €460 - 570 US\$570 - 710

Glass making was introduced to Alloa in 1750 by Lady Frances Erskine of Mar, whose family was influential in the town's history. The town has a preserved 19th century glass cone (a brick built kiln), one of three that were built on the 'Edinburgh Glasgow and Alloa Glass Company' site around 1825. This is the last of its kind in Scotland, with three others surviving in the rest of the UK.









250 (part lot)





252



251

#### 248 A PAIR OF ENGRAVED WINE GLASSES OF JACOBITE INTEREST

Circa 1770

Each with a trumpet bowl engraved with a six petalled rose with two leafy stems, and a butterfly, on a double series opaque twist stem and round conical foot, *approximately 16.5cm high* 

£500 - 800 €570 - 920 US\$710 - 1,100

#### 249

#### FOUR SODA GLASSES WITH JACOBITE ENGRAVING 19th century

Each with a bell shaped bowl engraved with a six petalled rose with two leafy stems, and a butterfly, on double series opaque twist stem and round conical foot, *16.1cm - 16.8cm high* 

£300 - 500 €340 - 570 US\$420 - 710

#### 250

#### TWO EDINBURGH CRYSTAL 'THISTLE' DECANTERS

Comprising a wine decanter and stopper and a claret decanter and stopper, the body of each of inverted thistle shaped form, with cut and engraved decoration depicting sprays of thistles, together with a further Thistle wine decanter (with large crack), *31cm high*, marked Made in Edinburgh Scotland

£200 - 300 €230 - 340 US\$280 - 420

#### 251

#### THIRTEEN EDINBURGH CRYSTAL 'THISTLE' WINE GLASSES

The body of each of thistle shaped form, on a short stem, seven of the glasses engraved with a band of thistles, the others without engraving, *12.5cm high*, some unmarked

£300 - 500 €340 - 570 US\$420 - 710

#### 252

#### AN ENGRAVED GLASS RUMMER

#### Early 19th century

Engraved with the interlinked initial JJ, above a tied spray of thistles and roses, below a stylised leaf band, on a single knopped stem and spreading circular foot, *18.7cm high* 

£250 - 350 €290 - 400 US\$350 - 490

#### 253

### THREE PERTHSHIRE PAPERWEIGHTS, A DEACONS PAPERWEIGHT AND AN INKWELL

The three Perthshire weights including a scrambled millefiore example, an example with silhouette canes and complex canes on a white lace ground, and an example with five panels of blue and pink canes, spaced by a star of five white canes, the sides faceted with five round windows and one on the top, the John Deacons weight featuring garlands of green and blue canes on a ruby red ground, J signature cane to the centre, the sides faceted with six round windows and one to the top, the inkwell with garlands of star shaped canes, in various colours, on a turquoise blue ground, *13.8cm high*, *paperweights 5.4cm* - *8cm diameter* 

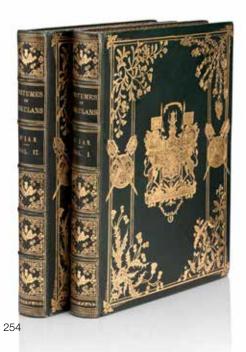
£150 - 250 €170 - 290 US\$210 - 350

### **BOOKS, MAPS AND MANUSCRIPTS**

Lots 254 - 281



254



#### 254 • CLANS

LOGAN (JAMES) and ROBERT RONALD MCIAN The Clans of the Scottish Highlands, Illustrated by Appropriate Figures, Displaying their Dress, Tartans, Arms, Armorial Insignia and Social Occupations, 2 vol., first edition, chromolithographed armorial frontispieces, dedication leaf printed in gilt, 72 hand-coloured aquatint plates, blue pictorial morocco gilt, covers with amorial and floral devices, spine elaborately gilt incorporating thistle devices, inner edges gilt, g.e. [Abbey, Life 426], folio, Ackermann, 1845-1847

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800



#### 255 • CLANS

SOBIESKI (JOHN, STOLBERG STUART) and CHARLES EDWARD STUART The Costumes of the Clans, ONE OF 500 COPIES, hand coloured frontispiece, patched repair to bottom right-hand corner, 35 engraved plates, modern quarter morocco, Elephant folio, Edinburgh, J. Grant, 1892--[LOGAN (JAMES) Gaëlic gatherings: or, The Highlanders at home], tipped in pictorial title, 24 chromolithographed plates after R.R. Mclan, later half morocco, e.g., oblong 8vo, Ackermann, [1848]--GRANT (JAMES) The Tartans of the Clans of Scotland, 71 chromolithographed plates of tartans, publisher's cloth gilt, folio, W. Johnston, 1886--The Tartans of the Clans and Septs of Scotland, 2 vol., ownership inscription to endpaper, 240 coloured plates, half morocco, 8vo, W. Johnston, 1906, Edinburgh (4)

£400 - 600 €460 - 690 US\$570 - 850

#### 256 • DRUMMOND (JAMES)

Ancient Scottish Weapons, NUMBER 2 OF 500 COPIES, 54 chromolithographed plates, publisher's quarter morocco, t.e.g., rubbed, folio, Edinburgh, George Waterson, 1881

£200 - 300 €230 - 340 US\$280 - 420







#### 257 • PEERAGE

DOUGLAS (ROBERT) The Peerage of Scotland, first edition, *modern quarter calf*, Edinburgh, R. Fleming, 1864; idem, another copy, 2 vol., second edition, *17 engraved plates, upper edge shaved, later half calf*, Edinburgh, G. Ramsay, 1813--STODART (ROBERT) Scottish Arms, being a Collection of Armorial Bearings, A.D. 1370-1678, 2 vol., NUMBER 42 OF 300 COPIES, *126 chromolithographed plates*, Edinburgh, William Patterson, 1881--LANG (DAVID, editor) Facsimile of an Ancient Heraldic Manuscript Emblazoned by David Lyndsay, NUMBER 17 OF 250 COPIES, *chromolithographed title and plates*, *bookplate of Hamilton Meikle, rubbed, folio,* W. Paterons, 1878; idem, another copy, *publisher's cloth, gilt armorial device to upper board*--GUILLIM (JOHN) A Display of Heraldry[...] To which is added a Treatise of Honour, *two parts bound as one, fifth edition, 122 engraved plates* (of which 16 portraits), contemporary calf, bookplate of Gilbert *Monckton,* S. Roycroft, 1679, folio (6)

£400 - 600 €460 - 690 US\$570 - 850

#### 258 •

#### SCOTTISH TRAVEL

BOSWELL (JAMES) The Journal of a Tour to the Hebrides with Samuel Johnson, *contemporary diced calf gilt, upper board detached*, Dublin, White, 1785--STODDART (JOHN) Remarks on Local Scenery & Manners in Scotland during the years 1799 and 1800, FIRST EDITION, 2 vol., *engraved frontispiece*, *32 aquatint plates*, *bookplate of Montagu Abercromby, contemporary mottled calf, hinges split and reinforced with cloth tape*, W. Miller, 1801--CARR (JOHN) Caledonian Sketches, or a Tour through Scotland, *folding engraved frontispiece*, *rubbed, 11 aquatint plates, contemporary calf by Cherry Bookbinders, rebacked*, Mathews and Leigh, 1809--LETTICE (JOHN) Letters on a Tour through various parts of Scotland in the year 1792, FIRST EDITION, *contemporary mottled calf, front joint cracked*, T. Caddell, 1794, *8vo & 4to* (4)

£300 - 400 €340 - 460 US\$420 - 570

#### 259 • SCOTLAND

MORISON (DAVID) Sketches of Scenes in Scotland, engraved plates, later quarter morocco, bookplate of Paul M. Stephens, Perth, For the Author [1834]--GRAHAM (ROBERT) The Carved Stones of Islay, photographic plates, Glasgow, J. Maclehose, 1895--MCARTHUR (JOHN) Antiquities of Arran, second edition, engraved plates, Edinburgh, A. & C. Adam, 1873, publisher's cloth--SCOTT (GEORGE) The Memories of Sir James Mevil of Hal-hill, contemporary calf, rebacked, R. Boulter, 1683--A Guide to the City of Perth, folding hand-coloured engraved map, later half calf, bookplate, t.e.g., D. Morison, 1813--Select Views of The Royal Palaces of Scotland, engraved plates, later half calf, Glasgow, A. Fullarton, 1840, second edition--NICOLAS (NICOLAS) The Siege of Carlaverock, publisher's cloth, J. Nichols, 1828--MURRAY (THOMAS) The Laws and Acts of Parliament Made by James the First, Second, Third, Fourth and Fifth..., engraved title, portraits, later half calf, folio, 368 x 230mm., Edinburgh, D. Lindsay, 1681, 8vo & 4to unless otherwise stated (8)

#### £200 - 300 €230 - 340 US\$280 - 420

#### 260 •

#### SCOTLAND

[MUIR (THOMAS SCOTT)] Characteristics of Old Church Architecture &c. in the Mainland & Western Isles of Scotland, first edition, Edmonston, 1861; Ecclesiological Notes on some of the Islands of Scotland, David Douglas, 1885, *illustrations in text, publishers decorative cloth gilt-*-[RAMSAY (EDWARD BANNERMAN)] Reminiscences of Scottish Life, *lithographed plates, half morocco*, Foulis, 1911--ANDERSON (GEORGE) Guide to the Highlands and Islands of Scotland, *publisher's cloth*, London, J. Murray, 1834--NICHOLSON (ALEXANDER edited by) A Collection of Gaelic Proverbs, *publishers cloth*, Maclachlan, 1881, *4to & 8vo, Edinburgh unless otherwise stated*; and four other books (9)

£250 - 350 €290 - 400 US\$350 - 490



#### 261 • BOUQUET (MICHEL)

An Artist's Ramble in the North of Scotland, first edition, *lithographed title, 24 lithographed plates, occasional foxing, calf backed, folio, 550 x 400 mm.,* Ackermann, 1849

£600 - 800 €690 - 920 US\$850 - 1,100

#### 262 •

#### **MILLAR (ALEXANDER HASTIE)**

The Castles and Mansions of Ayrshire, NUMBER 30 OF 200 COPIES, 70 tipped-in photographic plates, publisher's cloth, boards loose and spine rubbed, Edinburgh, William Paterson, 1885

£200 - 300 €230 - 340 US\$280 - 420

#### 263 • SCOTLAND

GROSE (FRANCIS) The Antiquities of Scotland, 2 vol., *engraved* frontispiece, foxing, 184 of 190 engraved plates, hand-coloured folding map, modern quarter calf, 4to, S. Hooper, 1789--SCOTT (WALTER) The Border Antiquities of England and Scotland, 2 vol., *engraved frontispiece, engraved plates, contemporary half morocco,* For the Author, 1889--LAWSON (JOHN PARKER) Scotland Delineated, 71 lithographed plates, Glasgow, R. Griffin, [1858]--DRUMMOND (JAMES) Sculptured Monuments in Iona & The West Highlands, *chromolithographed plates,* Edinburgh, For Society of Antiquaries of Scotland, 1881, *folio* (4)

£400 - 600 €460 - 690 US\$570 - 850

#### 264 JACOBITE PORTRAITS

After Thomas Hudson (1701-1779) Three Quarter length portrait, called Flora, engraved portrait, 255  $\times$  205mm.; After Allan Ramsay, portrait of Clementina Walkinshaw, engraved portrait, 210  $\times$  175mm., an engraved portrait entitled 'The Consort of the Chevalier Stuart, commonly known as the Pretender', 155  $\times$  104mm., together with two other engravings of Jacobite interest, all framed and glazed (5)

£250 - 350 €290 - 400 US\$350 - 490





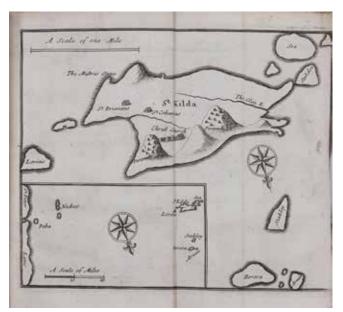




#### 265 HIGHLANDS

Three framed prints depicting Highland scenes, comprising 'On the Dunes' by Peter Graham R.A, published by Thomas Agnew and Sons, London, 1895, *870 x 655mm.*, 'Salmon Fishing on the Dee', by Joseph Farquharson, 1902, published by Frost and Reid, Bristol, *1903 640 x 890mm.*, and 'The Land of Rocks and Heather', by Charles Stuart, 1895-6, published by Graves & Co, London, 1897, *740 x 500mm*, all framed and glazed (3)

£200 - 300 €230 - 340 US\$280 - 420



267



#### 266 • RECIPE BOOK AND DIARY

Autograph diary and recipe book of James Scott, and autographed diary of Walter Scott of Nether Bonchester, titled on first leaf "Jacobus Scotus, Est hujus Libri possessor Legitimis [...] scriptum 1721/22"; the 16th leaf headed "A Treasury of Raraties...", and opening with "To Perfume Cloaths", and including "Perfume to drive vermin out", "Rates & Mice to Kill", "How to Walk on the Water", "To make an Egg Fly in the Air", "How to separat Gold and Silver from Metals", "The Names of the Father's of the Primitive Church, with the Centuries wherein they lived", "Receipts Physical", and including "A Water that will make Man See in 40 Dyes...", "How to prolong Life", and the autographed diary of Walter Scott of Nether Bonchester entitled "Nether Boonchester, June 22 1727" consisting of notes of delivery to people of oats and malt etc., approximately 92 pages, ink on paper, written in two hands, contemporary calf, 16mo, 98 x 157mm., [1721-1722] and [1727-41]

#### £400 - 600 €460 - 690 US\$570 - 850

'A TREASURY OF RARATIES' -- An amusing collection of recipes written by James Scott between 1721-1722. The recipes range from the useful to the bizarre, from a recipe to 'Sweeten the breath' to 'How to Walk on Water - A thick leather Gutt, & blow it up well & tye both ends, Band it under your arm pitts, also take Drums of leather, and put under your foot, and with a staff with a leather Drum at the end of it you may to admiration walk on the water'.

The diary also contains a record the life of Walter Scott (born c.1700) in Nether Bonchester, Roxburgshire between 1726 - 1741, and 'an account of my marriage and children's birth'.

#### 267 • ST KILDA

MARTIN (MARTIN) A Late voyage to St. Kilda, the Remotest of all the Hebrides or Western Isles of Scotland, first edition, *folding engraved map and plate, lacking half title, inscription in ink to title page, later calf, rebacked, rubbed [Wing M], 8vo,* D. Brown and T. Goodwin, 1698

£300 - 400 €340 - 460 US\$420 - 570





#### 268 •

#### **SKENE (JOHN)**

The Lawes and Actes of Parliament, maid be King James the First, and his sucessors kinges of Scotland, engraved title, woodcut head and tail-pieces, lacks 10 leaves, genealogical chart defective, title and preliminaries soiled, some dampstaining, early limp vellum, soiled, small folio (265 x 179mm.), Edinburgh, Robert Walde-Grave, 1597

£300 - 500 €340 - 570 US\$420 - 710

#### Provenance

David Gray, handwritten inscription to p.179

This work contains the appearance in print for only the second time of the laws regarding golf: In the reign of King James the Second, Fourteenth Parliament, VI of March, 1457, "Item . . . It is Decreeted & ordained . . . that the Fute-ball and Golfe be utterly cryed downe, and not to be used".

#### 269 •

#### DANIELL (WILLIAM)

A collection of 40 views from various editions of Daniell's 'A Voyage Round Great Britain, Undertaken in the Summer of the Year 1813', chromolithographed plates, some hand-finished, 5 window mounted, the largest 300 x 225mm., [1814-1825]

£400 - 600 €460 - 690 US\$570 - 850

#### 270 •

#### **ROYAL FAMILY OF SCOTLAND**

BROWN (JOHN) An Historical and Genealogical tree of the Royal Family of Scotland, double-page hand-coloured engraved family tree, mounted on linen (rolled), light water stain to lower left-hand corner, on later wooden rollers, 1050 x 745mm., London & Edinburgh [circa 1797]

£300 - 500 €340 - 570 US\$420 - 710

#### 271 KING (JESSIE M.)

The Little White Town of Never-Weary, first edition, pictorial title, 4 tipped-in colour plates, 16 uncoloured (mostly photographic by J.Bruce Cameron), publisher's pictorial cloth, 4to, George G. Harrap, [1917]; Kirkcudbright. A Royal Burgh. A Book of Drawings, publisher's pictorial wrappers designed by King, Gowans and Gray, 1934; The City of the West [Glasgow], FIRST EDITION, 25 tipped-in plates after King, pictorial wrappers printed in colours, T.N. Foulis, 1911; idem, another copy, Polygon Books, 1984; The Grey City of the North [Edinburgh], printed plates after King, pictorial wrappers, McLagan & Cumming, 1911; idem, another copy, 1984; The Enchanted Capital of Scotland, Plaid, [1947]; idem, another copy--CORDER (ARTHUR) Our Lady's Garland, illustrated by King, De La More, 1934, 8vo & 4to (9)

£250 - 350 €290 - 400 US\$350 - 490











#### 272 •

#### FORGLEN ESTATE

Five albums relating to the Abercromby family and Forglen Estate, comprising a visitors book with pasted visitors signatures, *105 photographs, occasional watercolours and sketches, upper board stamped 'Forglen', 'B.A-N.A. 1883-1894', 4to;* an album of photographs of the Abercromby family and guests abroad c.1891-95, including Gifford Abbey, Egypt, Lourdes, The Pyrenees, Biarritz and Erno Park, *bookplate of Nina Abercromby, half morocco, folio;* an album containing 54 watercolours, the largest 309 x 460 mm., 1881-5, including scenes of Whitby and Bowbuckhill, June 1883, St. Hilda's Abbey, Whitby, Aug 1881, [some removed], *green half morocco, gilt 'Nina' to upper board, folio;* together with a watercolour of Forglen House, *335 x 242mm.*, signed 'Countess of Aber...', together with an photo album of the Abercromby children, and another scrap book, *green half morocco,* (6)

#### £400 - 600 €460 - 690 US\$570 - 850

Forglen Estate, Aberdeenshire and was the home of the Abercromby family from the 18th century until 1974.

Robert John Abercromby (1850-1895), the 7th Baronet of Abercromby, had four children, Nina Abercromby (1885-1933), Sir George William Abercromby, 8th Baronet (1886 - 1964), Myrtle Abercromby (1890-1920), and Robert Alexander Abercromby, 9th Baronet, (1895-1972).

#### 273 GREYFRIARS BOBBY

ATKINSON (ELEANOR), Autograph letter signed ((Mrs) Eleanor Atkinson), to Mr Thomas Gill, The Old Curosity Shop, requesting photographs of a painting of Greyfriars Bobby and discussing the 60th anniversary of the death of the famous dog and subsequent representations, *3 pages with envelope*, *187 x 155mm.*, postmarked April 24th, 1931; together with a copper printing plate entitled 'Greyfriars Bobby', 'The Greyfriars Bobbys Shop, Edinburgh Copyright, another later printing plate advertising the 'Tom Gil Dealer', a glazed photograph of a painting of Greyfriars Bobby, handwritten to the reverse 'Greyfriars Bobby, Lying on his Master's Grave in 1858, in Greyfriars Churchyard, Edinburgh', together with a collection of ceramics printed with the same Greyfriars Bobby scene, (qty)

#### £800 - 1,200 €920 - 1,400 US\$1,100 - 1,700

Eleanor Atkinson (1863-1942) was an American author and is best known for her novel *Greyfriars Bobby* (1912).

Her novel was the first to re-tell the famous story of Greyfriars Bobby the Skye Terrier who, after the death of his owner an Edinburgh city policeman, lay by his grave for 14 years until his death in 1872.

This book was the basis for the 1961 film of the same name.







ATTACAL.





#### 274 \*

#### **BOTANICAL WATERCOLOURS**

Album of 128 botanical watercolours by Florence Katherine Villiers, watercolours one per leaf, many captioned with pasted label with Latin name, dated and with their location, 10 uncompleted pen drawings, half green morocco, gilt verse to upper board 'Ye Shall Know Them By Their Fruits', 4to, 300 x 225mm., [c.1913-1914]

£400 - 600 €460 - 690 US\$570 - 850

Florence Katherine Villiers was born 6th March 1872, and married Henry Robert Baird in 1893, living in Aberdeenshire.

#### 274A

#### **REID (CHARLES)**

An album of 42 Scottish agricultural scenes and animals, *albumen* prints (233 x 280mm.), mounted one to page, captioned in pencil, (approximately 18 lacking), morocco, gilt to upper board 'Permanent Photographs, Studies by Charles Reid', rubbed, oblong folio (345 x 410mm.), [c.1890]

#### £400-600



#### AUTOGRAPH MANUSCRIPTS

TRANTER (NIGEL) Lord in Waiting, written in ink on white card sheets, each 16 x 10cm., divided into 51 separate bundles, with separate typescript of the same, 507 leaves, 1991; Price of a Princess, written in ink on similar white card, divided into 29 separate bundles, with typescript of the same, 296 leaves; together with printed first editions of each novel, published by Hodder & Stoughton, 1995 & 1996, (6)

£500 - 700 €570 - 800 US\$710 - 990

#### 276 •

#### 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, engraved title, one map defective, some staining and rubbing, losses to the extremities, later quarter calf, 8vo, For the Authors, 1776

£200 - 300 €230 - 340 US\$280 - 420



#### 277 • **MAP - SCOTLAND**

AINSLIE (JOHN) Scotland Drawn and Engrav'd from a Series of Angles and Astronomical Observations, large hand-coloured engraved map on 9 sheets mounted on linen (rolled), hand coloured in outline, large pictorial cartouche, on wooden rollers (lower broken), frayed edges, rubbed, short tears to lower half, total size 1800 x 1630mm., John and James Ainslie, Edinburgh, 1789

£400 - 600 €460 - 690 US\$570 - 850

#### 278 •

#### **MAP - SCOTLAND**

DORRET (JAMES) A General Map of Scotland and Islands there to belonging, large engraved wall map on 4 sheets joined with quarter sheets added on the left hand-side, hand-coloured in outline, laid on linen (rolled and detached), on wooden roller, heavily soiled, losses, frayed, tears, occasionally worming, total size 1780 x 1360mm., London, 1750

£200 - 300 €230 - 340 US\$280 - 420



279

#### 279 **MAP - SCOTLAND**

SEUTTER (MATTHEUS) Nova et accurata totius Regni Scotia Secundum omnes Provincias, double-page hand coloured engraved map, two allegorical cartouches and coat of arms, 573 x 490mm., [Augsburg, 1740, or later]

£200 - 300 €230 - 340 US\$280 - 420

### 280 •

#### SCOTTISH RAILWAY

Haymarket to Abbeyhill Railway '1/2C 5 ft ORD HAYMARKET TO ABBEYHILL 1/2C', printed ordinance survey map on 12 sheets, mounted on linen (rolled), hand written annotations, and hand coloured proposed changes in ink, soiled at ends, 540 x 4840mm., [c.1869]

#### £300 - 500 €340 - 570 US\$420 - 710

Opened on 1 May 1869, Abbeyhill railway station was located in the Abbeyhill area of Edinburgh by the North British Railway. In 1923 it became part of the London and North Eastern Railway, and then passed on to the Scottish Region of the British Raiway upon nationalisation in 1948. The station was closed in 1964 along with Piershill, Portobello, Joppa and Musselburgh stations.







#### 281 •

#### **BLAEU (WILLEM AND JAN)**

Groote atlas, vol. 6: [Scotland and Ireland] Vyfde stuck der aerdrycksbeschryving, weick vervat Schotland en Yrlandt, *handcoloured engraved title, heightened in gilt, and* 55 *engraved maps* (54 *double-page), all hand-coloured in outline, contemporary vellum, gilt, folio [Koeman I, pp.237-239],* Amsterdam, Jan Blaeu, 1662

£10,000 - 12,000 €11,000 - 14,000 US\$14,000 - 17,000

A very good copy with only a few maps slightly browned and very little offsetting. The vellum binding is also unusually well preserved.



## FURNITURE, CLOCKS AND WORKS OF ART

Lots 282 - 328



282





284

282

#### A PAIR OF LARGE LAMPS ORIGINALLY FROM THE ROYAL TWEED BRIDGE, BERWICK-UPON-TWEED, GATEWAY TO SCOTLAND

Bronzed alloy and of octagonal art deco design, originally fitted for gas but with electric fitments, the sides with frosted glass panel, one opening and on an iron base (2)

43cm wide, 108cm high (16 1/2in wide, 42 1/2in high)

£600 - 800 €690 - 920 US\$850 - 1.100

The Royal Tweed Bridge was built to supplement the older Berwick Bridge a short distance downstream. Originally planned in 1896, further planning in 1914 but delayed until 1924 and built between 1925 & 1928. It was opened by the then Prince of Wales, later Edward VIII, on 16 May 1928.

It was designed by L.G. Mouchel & Partners, with consulting engineers Charles Bressey and J. H. Bean, and the contractors for construction were Holloway Brothers of London. It cost £180,000 and employed 170 people at the time.

The bridge was repaired in 1980, as it had been damaged by de-icing salt and its proximity to the sea and it is thought that these lamps were removed at this stage. It is now a Grade II\* listed building in recognition of its innovative design and striking scale. At the time of its construction, it held the record for the longest single concrete span in the UK at 430 metres. While this bridge has never been in Scotland, Berwick has changed hands between England & Scotland approximately 13 times.

#### 283

#### A LARGE CIRCULAR CUT CAIRNGORM GEM

Presented in a fitted gilt leather case, labelled for 'L.Hymans, 73 Buchanan Street Glasgow, weight 811g, diameter 97mm, depth 67mm

£500 - 800 €570 - 920 US\$710 - 1.100

With presentation card for J.C.Gordon of Windsor House, 46 Victoria Street, Westminster. Inscribed in ink 'To Mrs Stilgoe - The best Cairgorm ever cut in Scotland. J.C.Gordon'

#### 284

#### A GEORGE III PEWTER COMMUNION CHALICE

The bowl inscribed 'Associate Congregation at Greenlaw 1786', with a knopped stem and spreading circular foot, housed within a mahogany case, with matching inscription and oval white metal plaque inscribed 'W.Skeoch Cumming', the chalice, height 19cm, 7in

£400 - 600 €460 - 690 US\$570 - 850

William Skeoch Cumming (1864-1929) was a Scottish draughtsman, painter and designer of tapestries. His subjects were often of military interest. He lived in Edinburgh.



### AN 18TH CENTURY EARLY TARTAN DRESS COAT FOR THE ANCIENT CALEDONIAN SOCIETY

With thirteen circular brass buttons inscribed for the Ancient Caledonian Society and with the crown & thistle motif, the coat embroidered with the Jacobite motif of the white rose flanked by the two rose buds, the coat with internal waist pockets and vent to the rear and an early checked design

#### £600 - 800 €690 - 920 US\$850 - 1,100

The buttons on this Dress Coat are believed to relate to an older Caledonian Society in London, probably with strong Masonic Connections. The Jacobite influences are also very strong with the White Rose for King James and the buds for Princes Charles & Henry. The engraved thistle surmounted by a crown on the buttons was an ancient badge of Scotland.

Bonhams would like to thank Prof. D.W.R. Purdie MD FRCP Ed. FRSSA FSA Scot. Hon. Fellow, University of Edinburgh, for his kind assistance cataloguing this lot.

#### 286

#### ATTRIBUTED TO CHRISTOPHER DRESSER (1834-1904)

A Falkirk Foundry stick stand

Cast iron and later painted, with registration 258 no. 40, kite mark and Falkirk inscription 43cm wide, 22cm deep, 79cm high (16 1/2in wide, 8 1/2in deep, 31in high)

£300 - 400 €340 - 460 US\$420 - 570

#### 287 Φ SCOTTISH SCHOOL, CIRCA 1800

A portrait miniature of Lord Hector Mackinnon, wearing black coat, yellow waistcoat and his clan's tartan.

Watercolour on ivory, gilt-metal frame, the reverse featuring a portrait miniature of his wife, wearing white dress, fill-in and bandeau, also on ivory.

Oval, 62mm (2 7/16in) high (2)

£300 - 500 €340 - 570 US\$420 - 710





286







#### 288 A WILLIAM IV MAHOGANY SERVING TABLE

The undulating gallery back with central carved scallop shell crest, above a pair of cushion-fronted frieze drawers with lotus details, on four truss-moulded front legs carved with acanthus leaves, 235cm wide, 68.5cm deep, 145.5cm high (92 1/2in wide, 26 1/2in deep, 57in high).

#### £2,000 - 3,000 €2,300 - 3,400

US\$2,800 - 4,200

#### 289 Y

#### A NEAR PAIR OF 19TH CENTURY BOBBIN TURNED ROSEWOOD ARMCHAIRS

Each with turned back and arms raised on corresponding legs, the front legs with brass caps and castors, 63cm wide, 77cm deep, 100cm high (24 1/2in wide, 30in deep, 39in high).

£800 - 1,000 €920 - 1,100 US\$1,100 - 1,400

#### 290

#### A PAIR OF MACKAY'S OF EDINBURGH ALES PUB MIRRORS

With etched and reverse painted mirror plates, labelled for 'Mild Ale' and 'Pale Ale', both with manufacturers paper labels for Thomas J.Ford of Greenside Place, Edinburgh, in original frames, 43cm wide, 104cm high (16 1/2in wide, 40 1/2in high).

£400 - 600 €460 - 690 US\$570 - 850



#### A GEORGE IV ROSEWOOD SIDE CABINET

In the manner of William Trotter.

The carrara marble top and projecting edge carved with scrolling leaves, above a pair of glazed doors enclosed by carved truss brackets, above a leaf-and-dart carved plinth base, *206cm wide*, *60 cm deep*, *94.5cm high* (*81in wide*, *23 1/2in deep*, *37in high*).

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

291 Y

It is interesting to compare the carving on the present lot with that of the sofas and bergere armchairs supplied by William Trotter to The Signet Library, Edinburgh in 1822.

#### Literature

Francis Bamford *The Dictionary of Edinburgh Cabinet Makers* 1660-*1840*, published by Furniture History Society 1983, plate 68, 70A and 71.

#### 292

#### A 19TH CENTURY FIRECLAY BUST OF ROBERT BURNS

Stamped on the socle J & M Craig, Perceton, Kilmarnock Raised on a later plywood plinth. *The bust 72cm wide, 26cm deep, 103cm high (28in wide, 10in deep, 40 1/2in high) the pedistal 51cm wide, 51cm deep, 101cm high (20in wide, 20in deep, 39 1/2in high)* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### 293

#### A HARRY LAUDER FRAMED DISPLAY

With autograph letter and facsimile copy addressed to 'My dear friend, Willy Berry, I am with the fighting forces all the time. I do hope your son in the fighting forces is safe...', framed together with an autograph signed portrait photograph 'To his old friend Willy Berry' and a typed account of a sermon, given to three hundred officers during the First World War, framed, *height 75cm, width 32cm* 

£300 - 500 €340 - 570 US\$420 - 710

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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292





#### 294 A LATE 19TH CENTURY PINE DEED CABINET

From the offices of a firm of solicitors, Kirkwall, Orkney

The banks of recesses with hinged doors and brass label escutcheons above panel cupboards, raised on a plinth base 227cm wide x 49cm deep x 231.5cm high, (89in wide x 19in deep x 91in high)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

#### 295

#### A LATE 19TH CENTURY PINE DEED CABINET

From the offices of a firm of solicitors, Kirkwall, Orkney

The banks of hinged recesses with brass label escutcheons and cupboards below, raised on a plinth base 309.5cm wide x 47.5cm deep x 232cm high, (121 1/2in wide x 18 1/2in deep x 91in high)

#### £1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

296

#### OF FETTES INTEREST: A 19TH CENTURY BRASS EASEL CLOCK

Mappin and Webb Ltd The 3-inch white enamel dial with Arabic numerals the single train movement contained with a pierced easel frame, surmounted by a lyre, engraved around the edges 'The Ellen Potts memorial Gymnastic, Prize 1890, Fettes College Won By W.J. Riddell'

£200 - 300 €230 - 340 US\$280 - 420







#### A GEORGE BAIN STYLE CARPET

The ivory field with knotwork devices, birds and mythical creatures, within a wide madder border woven with repeating entwined flower and knotwork patterns 330cm long, 240cm wide

£500 - 700 €570 - 800 US\$710 - 990

298

### OF GLASGOW CATHERDRAL INTEREST: A 19TH CENTURY OAK OCCASIONAL TABLE

The rectangular fold over top with moulded edge, raised on a cluster column and quadripartite pedestal, the top folding to reveal an engraved brass plaque inscribed 'The oak which this table is made formed part of the original roof of the cathedral of Glasgow till 1824 when it was removed at repairing the church', *44cm wide, 35cm deep, 72cm high (17in wide, 13 1/2in deep, 28in high).* 

£500 - 700 €570 - 800 US\$710 - 990

#### 299 LAWSON AND SMITHS OSPREY WHISKY ETCHED GLASS PUB MIRROR

The bevelled glass plate, with inset rectangular label, in a later gilt frame, 60cm high, 35cm wide, together with a pair of Campbell's Ales mirror clocks, one lacking hands, 41cm high, 29cm wide (3)

£300 - 400 €340 - 460 US\$420 - 570



298



### A RARE 19TH CENTURY SCOTTISH MAHOGANY SUMMER ICE CURLING TABLE

#### Circa 1870

The single timber surface with dished canvas cushion to one end, with accompanying numbered polished steel and cold painted 'stones', the whole being supported on three folding trestles, *100 cm. high*, *376 cm. long* 

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### Provenance

A Scottish country house.

#### 301

#### A 34-STRING MAPLE 'GLENCOE' CLARSACH HARP

by Starfish Designs, Ballachulish No.522, the paper label dated July 1999, with tooled leather pouch containing tuning key and soft case, *64cm wide, 118cm high (25in wide, 46in high)* 

£600 - 800 €690 - 920 US\$850 - 1,100

#### 302

#### A 19TH CENTURY MAHOGANY LONGCASE CLOCK Engraved W Dobbie Falkirk

The 12 1/2 inch arched brass dial with Roman and Arabic numerals, subsidiary seconds and date dial, the twin train movement striking a bell, contained with a hood with swan neck pediment with blind fretwork, raised on a trunk with plain door, on a box base with bracket feet, *51cm wide, 25cm deep, 217cm high, (20in wide, 9 1/2in deep, 85in high)* 

£400 - 600 €460 - 690 US\$570 - 850





303

#### AN IMPOSING 19TH CENTURY CARVED OAK CHIMNEY-PIECE

Originally from Aldourie Castle, Scottish Highlands

The inverted break-front pedimant above a central bust within reserves of griffin-heads and foliate scrolls, the jambs carved with caryatids, 256cm wide, 32cm deep, 161cm high (100 1/2in wide, 12 1/2in deep, 63in high). (the aperture 122.5cm x 115cm).

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### 304

### OF BONNIE PRINCE CHARLIE INTEREST: A FRAGMENT OF HARD PLAID AND A BROOCH

Together with a letter to George Neilson dated 1945 stating that the tartan is a scrap of Prince Charlies plaid from Hauchton House, Alford

£600 - 800 €690 - 920 US\$850 - 1,100

#### 305

#### AN ORKNEY CHAIR

Kirkness type Oak-framed with black-oat straw woven back 63.5cm wide x 69cm deep x 107.5cm high, (25in wide x 27in deep x 42in high)

£400 - 600 €460 - 690 US\$570 - 850



304







#### 306

### A PAIR OF GEORGE III SATINWOOD CARD TABLES, EDINBURGH

With ebony stringing, each semi-elliptical hinged raised on square tapering legs with inlaid *gothic end* detail, and spade feet, 42cm wide, 34.5cm deep, 72.5cm high (16 1/2in wide, 13 1/2in deep, 28 1/2in high).

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800

The *gothic end* detail is identified as a characteristic of Edinburghmade furniture by David Jones in his introduction to *The Edinburgh Cabinet and Chair Makers' Book of Prices 1805-1825*. A circular card table made by Young, Trotter amd Hamilton for the Levee Room of the apartments of the exiled Comte d'Artois in Holyrood Palace with the same distinctive inlay is illustrated p20, figure 33.

David Jones, *The Edinburgh Cabinet and Chair Makers' Book of Prices*, published Kirk Wynd Press.

307

#### COLLECTION OF JAMES TASSIE SULPHUR CAMEOS TITLED 'EMPREINTES DES CAMEES DE LA COLLECTION DE MONSIEUR TAFFIE'

The oval cameo reliefs of cast vermillion glass and sulphur composition, depicting erotic scenes, Priapus and other subjects, after the original classical examples compiled by Tassie, each contained in a paper frame with with gilt filet and numbered, contained within a gilt calf bound folio sized library cabinet, with thirteen fruitwood drawers, containing the 250 cameos (of which four are missing), sizes including paper frame 15mm-65mm, accompanied by a hand written catalogue. *20cm wide, 36cm deep, 51.5cm high (7 1/2in wide, 14in deep, 20in high)* 

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

James Tassie's vermillion and glass medallions are thought to be uncommon and should not be confused with similar examples in plaster which are more readily available.

Tassie a Scotsman settled at first in Ireland where he went into partnership with Harry Quin who was imitating antique cameos and together they invented a powdered glass substance which had the appearance of porcelain. in 1766 Tassie moved to London and became Josiah Wedgwood's main competitor for relief portraits, but it was a friendly rivalry and Tassie later supplied sulphur moulds for seals and cameos for use at Etruria.

This collection was a commission for a French gentleman whose initials AS appear in gilt on the spine of the cabinet a number of times.





308 A PAIR OF REGENCY SOLID SATINWOOD WINDOW SEATS Edinburgh c.1800

Each reeded frame with outswept arms and sabre legs, terminating in gilt-brass caps and castors, 155.5cm wide, 46cm deep, 59.5cm high (61in wide, 18in deep, 23in high).

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

309 Y

#### AN EARLY 20TH CENTURY SILVER MOUNTED WHALE BONE WALKING STICK

Edinburgh, 1913 The handle with silver band, on a circular tapering shaft, 96cm wide, (37 1/2in wide, 96cm long, (17 1/2in long)

£300 - 500 €340 - 570 US\$420 - 710

310

#### A RAM'S HORN SNUFF MULL

Unmarked

The hinged cover with silver thistle mount and oval agate gem, above a silver band inscribed 'Jan'ry 1820 From DS to Donald Mitchell Dunnald', together with two other snuff mulls, *height 6cm, length 13cm.* (3)

£300 - 400 €340 - 460 US\$420 - 570





309

0







#### 311 A LATE GEORGE III TWIN-PEDESTAL DINING TABLE

The rectangular top with rounded angles and reeded edge raised on a pair of turned pedestals with hipped claws terminating in brass caps and castors, includes two additional leaves, 251cm wide, 127.5cm deep, 71cm high (98 1/2in wide, 50in deep, 27 1/2in high).

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

312

#### A REGENCY MAHOGANY SIDE TABLE

Probably Edinburgh c.1810 The associated carrara marble top, above a reeded frieze carved with a central scallop shell, raised on sabe front legs with acanthus carved capitals, *122cm wide*, *56cm deep*, *91cm high (48in wide, 22in deep, 35 1/2in high).* 

£1,500 - 2,000 €1,700 - 2,300 US\$2,100 - 2,800



313

### AN ARCHIVE OF SEVENTY NINE 18TH/19TH CENTURY TARTAN SAMPLES,

Many with hand written paper labels together with PATON [ROBERT] Memoir of W. Skeoch Cumming, Artist and Designer of Scottish Tapestries, number 30 of 100 copies, signed by the author, *photographic plates, publishers cloth, 8vo,* T. Constable, Edinburgh, 1933

£3,000 - 5,000 €3,400 - 5,700 US\$4,200 - 7,100

#### Provenance

William Skeoch Cumming, who bought it from William Wilson of Bannockburn (principle tartan manufacturers to the military after 1746), this detail is printed in the book which accompanies this lot

#### 314

#### AN EARLY 20TH CENTURY NICKLE PLATE OAK BAROGRAPH

Pollock & Stewart 41 Renfield St Glasgow

With ten tier bellows, contained within bevelled glass plates, raised on a moulded base on squat bun feet, together with another example inscribed 'Whyte Thomson & Co Glasgow' with lacquered brass, with seven bellows, contained in a glazed mahogany case, *37cm wide*, *22cm deep*, *23m high*, (*14 1/2in wide*, *8 1/2 deep*, *9in high*) and *37cm wide*, *23cm deep*, *22cm high*, (*14 12/in wide*, *9in deep*, *8in high*), (*2*).

£500 - 700 €570 - 800 US\$710 - 990







317

#### 315 Y

#### A SWISS NICOLE FRERES 12-AIR CYLINDER MUSIC BOX Circa 1874

Retailed By Imhof and Mukle of 547 Oxford Street London, with drum, six bells and castenets, 19.5-inch cylinder playing Scottish tunes including 'Ye Banks and Breas', 'The Campbells are Coming' and others as listed on the tune sheet, in a marquetry and crossbanded rosewood case, serial no. 46113, Gamme no.3015, 77cm wide, 33cm deep, 26cm high (30in wide, 12 1/2in deep, 10in high)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

#### Provenance

Robert Gordon Foggo (1828-1911) Factor of Invercauld Estate, Deeside (1869-1900) Bequethed to Foggo's youngest child Rose Evaline Foggo (1873-1970) Thence by family descent.

Rose Foggo maintained her father was gifted the box by Queen Victoria as a token of her gratitude for various factoring successes in Upper Deeside.

316

#### A MACKAY'S & CO STOUT MIRROR PUB MIRROR

The gilt etched and reverse painted etched glass plate with thistle trade mark, in original flower moulded frame, 67cm wide, 56cm high (26in wide, 22in high).

£300 - 500 €340 - 570 US\$420 - 710

317

#### A MCLAREN'S OF LEITH WHISKY PUB MIRROR

The plate with etched flower spandrels and roses to the reverse painted oval trawler trademark, inscribed 'D & G McLaren's Old Scoth Whisky Leith', in a flower mounded frame, 87cm wide, 66cm high (34in wide, 25 1/2in high).

£500 - 800 €570 - 920 US\$710 - 1,100

#### 318 AR TIM STEAD (SCOTTISH 1952-2000) A COFFEE TABLE

Burr and pollard oak and mixed timbers, the top with brass-lined corner reserves, the underside inscribed in pencil *April 1998*, *115cm wide*, *85cm deep*, *45cm high (45in wide*, *33in deep*, *17 1/2in high)*.

#### £400 - 600 €460 - 690 US\$570 - 850

319

#### A GEORGE IV MAHOGANY BOW-FRONT SIDEBOARD

The shallow stage-back above a cupboard, a deep cellaret drawer and a cutlery drawer, raised on reeded tapering legs, 204cm wide x 75.5cm deep x 95.5cm high, (80in wide x 29 1/2in deep x 37 1/2in high)

£600 - 800 €690 - 920 US\$850 - 1,100

320

#### A CASED MODEL OF THE THREE-MASTED BARQUE 'LOCH KATRINE'

Early 20th century

Of the Loch Line of Glasgow shipping company, modelled in a stormy seascape, under tow by a steam tug, with parading cutters, in glazed mahogany case, 105.5cm wide, 56cm high (41 1/2in wide, 22in high)

£300 - 500 €340 - 570 US\$420 - 710

The three-masted barque Loch Katrine, one of the Loch Line ships of Glasgow was built in 1869. On 27th April 1910, four days out from Melbourne, she was caught in a hurricane during which she was dismasted and subsequently taken in tow by the steam tug Heroic to Port Jackson where she arrived on May 11th 1910. She was then sold as a coaster to transport coal.

321

#### A CASED MODEL OF THE IRON BARQUE 'DUNNIKIER' OF GLASGOW

Early 20th century

Mounted on turned pedestals and within a glazed mahogany case, raised on bun feet 104cm wide, 74.5cm high (40 1/2in wide, 29in high)

£300 - 500 €340 - 570 US\$420 - 710

The Dunnikier of Glasgow was built on the clyde in 1861 and foundered on the rocks, in Bay of Valparaiso on 13th August 1881.















#### 322 A DEER ANTLER CHANDELIER

Comprising a quantity of red deer antlers, of circular form and applied with twelve electrified candles, 208cm diameter, 72cm high (81 1/2in diameter, 28in high)

£1,000 - 1,500 €1,100 - 1,700 US\$1,400 - 2,100

323

#### A 19TH CENTURY ELM AND PINE CAITHNESS CHAIR

The slatted seat and a possibly later board, raised on square legs united by stretchers, 40cm wide x 46cm deep x 80cm high, (15 1/2in wide x 18in deep x 31in high)

£300 - 400 €340 - 460 US\$420 - 570

#### 324 A CHILD'S ORKNEY CHAIR

Kirkness type

The oak frame with black-oat straw woven back 55cm wide x 52cm deep x 83.5cm high, (21 1/2in wide x 20in deep x 32 1/2in high)

£400 - 600 €460 - 690 US\$570 - 850

#### 325

#### A 19TH CENTURY ORKNEY CHAIR

The pine frame and box-base with woven black-oat straw back 56cm wide x 49 cm deep x 94cm high, (22in wide x 19in deep x 37in high)

#### £600 - 800 €690 - 920 US\$850 - 1,100

#### Literature

Bernard D. Cotton *Scottish Vernacular Furniture* published by Thames & Hudson 2008, pp 252-256





#### 327 AR GARY MORGA (SCOTTISH/ITALIAN B.1961)

*Sils Maria* Cabinet, designed and executed in 2010 With Edinburgh assay office hallmark bearing maker's monogram, painted wheat-board, silver and chromed metal

This work is unique, 205cm wide, 49cm deep, 209cm high (80 1/2in wide, 19in deep, 82in high).

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500



#### 326 MARY SYME BOYD (1910-1997) MOON

Executed early 1930's. Carved Caen stone, with initials M.S.B, raised on an ebonised plinth, 23 wide, 26cm deep, 49.5cm high (9in wide, 10in deep, 19in high) (61.5cm including base)

£2,000 - 3,000 €2,300 - 3,400 US\$2,800 - 4,200

Caen stone is a Jurassic limestone quarried near the town of Caen in north-west France.

Exhibited: Royal Scottish Academy 1935



#### 328 AR GARY MORGA (SCOTTISH/ITALIAN B.1961)

Laissez-Faire designed and executed in 2010 Painted wheat-board with printed and hand-painted details.

This work is unique, 132cm wide, 51cm deep, 142cm high (51 1/2in wide, 20in deep, 55 1/2in high).

£4,000 - 6,000 €4,600 - 6,900 US\$5,700 - 8,500

END OF SALE

### 2018 SALE DATES

**Entries now invited** 

Antique Arms & Armour Wednesday 23 May Wednesday 28 November

Modern Sporting Guns Thursday 24 May Thursday 29 November

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

#### **ENQUIRIES**

Arms & Armour +44 (0) 20 7393 3807 david.williams@bonhams.com

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

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

Coins & Medals +44 (0) 20 7393 3914 john.millensted@bonhams.com

# Bonhams

### **WASSENAAR ZOO**

#### A Dutch Private Library Wednesday 30 May 2018 New Bond Street, London

#### GOULD (JOHN)

*The Birds of Australia,* 7 vol. plus Supplement, [1840]-1848-1869 £100,000 - 150,000 \*

#### ENQUIRIES

+44 (0) 20 7393 3828 books@bonhams.com



# Bonhams

#### LONDON

bonhams.com/books

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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

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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 or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*  or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

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

#### 5. BIDDING

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

#### **Bidding in person**

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

#### **Bidding by telephone**

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

#### Bidding by post or fax

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

#### Bidding via the internet

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

#### Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £175,000 of the *Hammer Price* 20% from £175,001 to £3,000,000 of the *Hammer Price* 12.5% from £3,000,001 of the *Hammer Price* 

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

Hammer Price	Percentage amou
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

#### 8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer
   Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

#### 9. PAYMENT

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

## Bonhams' preferred payment method is by bank transfer.

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

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

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account. Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

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

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

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

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

#### 12. EXPORT/TRADE RESTRICTIONS

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

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

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

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

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

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

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

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

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

#### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### **18. FURNITURE**

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Gemstones

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

#### **Estimated Weights**

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

#### Signatures

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

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

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

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

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

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

#### 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

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

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

#### 21. PICTURES

#### Explanation of Catalogue Terms

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

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

#### 22. PORCELAIN AND GLASS

#### **Damage and Restoration**

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

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

#### 24. WINE

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

#### Examining the wines

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

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

#### Corks and Ullages

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

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

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

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

#### SYMBOLS

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- 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,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
   the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
   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 liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

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

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

#### 4 COLLECTION OF THE LOT

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

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

6

6.1

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 Sa(e) 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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(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

#### If successful

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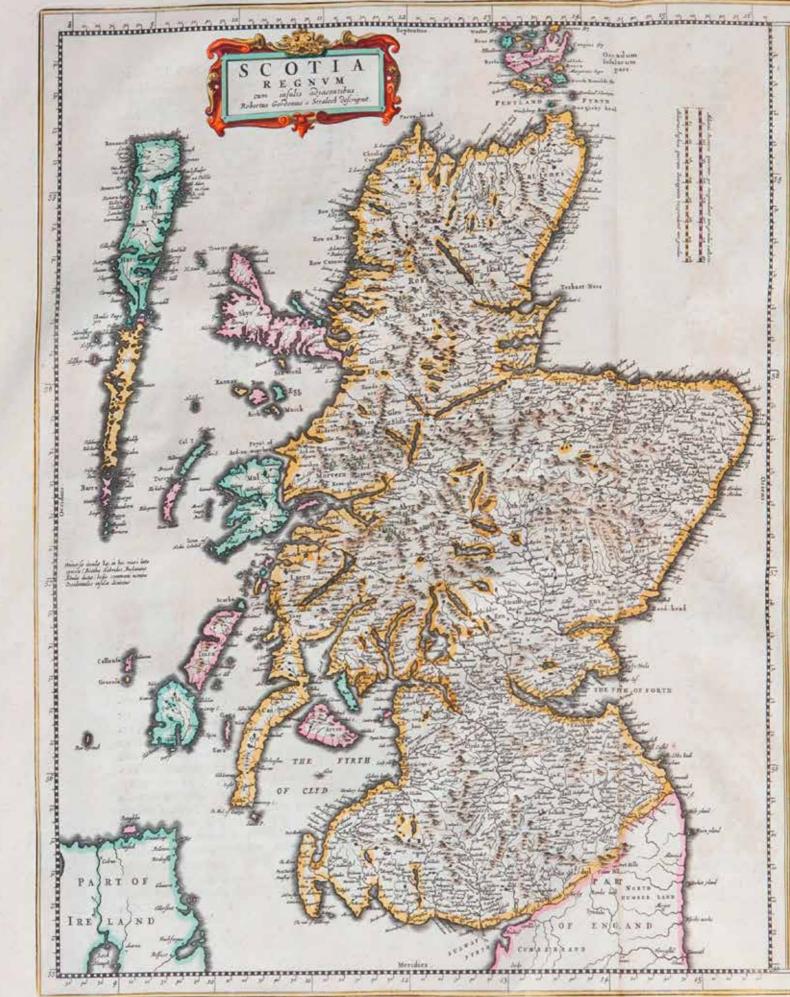
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