# Bonhams



# The Daniel Williams Collection of Antique Firearms & Edged Weapons

Montpelier Street, London I 28 November 2018



# The Daniel Williams Collection of Antique Firearms & Edged Weapons

Montpelier Street, London | Wednesday 28 November 2018, at 10.30pm

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25248

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£20

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

Please see back of catalogue for important notice to bidders

#### **ILLUSTRATIONS**

Front cover: Lot 135 Back cover: Lot 107 Inside front cover: Lots 129, 130, 131 Inside back cover: Lots 59, 58, 45, 48, 50

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£2.85 per day + VAT

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£5.70 per day + VAT

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- † VAT 20% on hammer price and buyer's premium
- \* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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Please note that Bonhams will be closed 5.30pm Friday 21 December 2018 and will re-open 9am Wednesday 2 January 2019

## Introduction

Daniel M. Williams (1942-2018) was encouraged to develop an interest in firearms from a very early age. During the visit of a relative to Danny's parents whilst on leave from military service they observed the young boy playing with his 'cowboy' cap gun. Taking notice of his keen interest in the toy revolver the relative promised to bring Danny a 'real' gun on his next visit. This he duly did and Danny was so pleased and excited by it that no visitor to the house would be allowed to leave without having had it shown to them. This led to generosity taking on a competitive edge as relatives and family friends vied with each other to gift young Danny a variety of pistols.

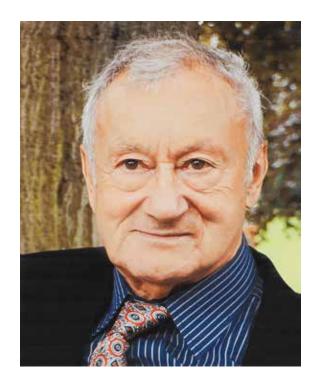
His enthusiasm for firearms persisted into adulthood and included competitive target shooting. Later, as his career progressed as a successful design engineer for Honeywell, his fascination for firearms of all sorts broadened into forming a collection. Initially his interest was in American pistols and long arms of the 19th century by famous makers such as Colt and Smith & Wesson, among others.

He then turned his attention to antique English and Irish flintlock and percussion firearms, developing an encyclopaedic knowledge based on years of research, handling as many examples as he could, attending auctions and antique arms fairs, and forming close friendships with dealers and those involved in the subject. All this resulted in the fine collection offered here. Danny would wait patiently, sometimes for many decades, for the opportunity to acquire a coveted item to add to his collection which is remarkable for the number of items retaining so much of their original finish.

His interest included the gathering together of a significant group of fine and historically important British and Continental automatic pistols, many of extreme rarity. Sadly, he had to surrender this collection following the 1997 Firearms (Amendment) Act.

Danny believed strongly that he was privileged to be the temporary custodian of these important historical artefacts, and he diligently kept all his items in ideal conditions displayed in large glazed cases in his spacious gunroom at home. The few who were fortunate enough to be trusted with admission were always impressed by the collections breadth and condition. In particular, several of us in the Aldershot Rifle & Pistol Club have been inspired to form collections of our own thanks to Danny's influence, enthusiasm and support.

Danny served for many years on our Committee and was a fine competitive shot at Club level right up until the time of his death. He is greatly missed.





### AN 1804 PATTERN NAVAL CUTLASS EARLY 19TH CENTURY

With broad slightly tapering blade (minor cutting-edge nicks), blackened hilt with figure of eight guard pierced for a sword-knot, and ribbed blackened iron grip 74.5 cm. blade

£300 - 400 US\$400 - 530 €340 - 450

For another example see Bonhams New Bond Street, Nelson & The Royal Navy 1750-1815, 5 July 2005, lot 87

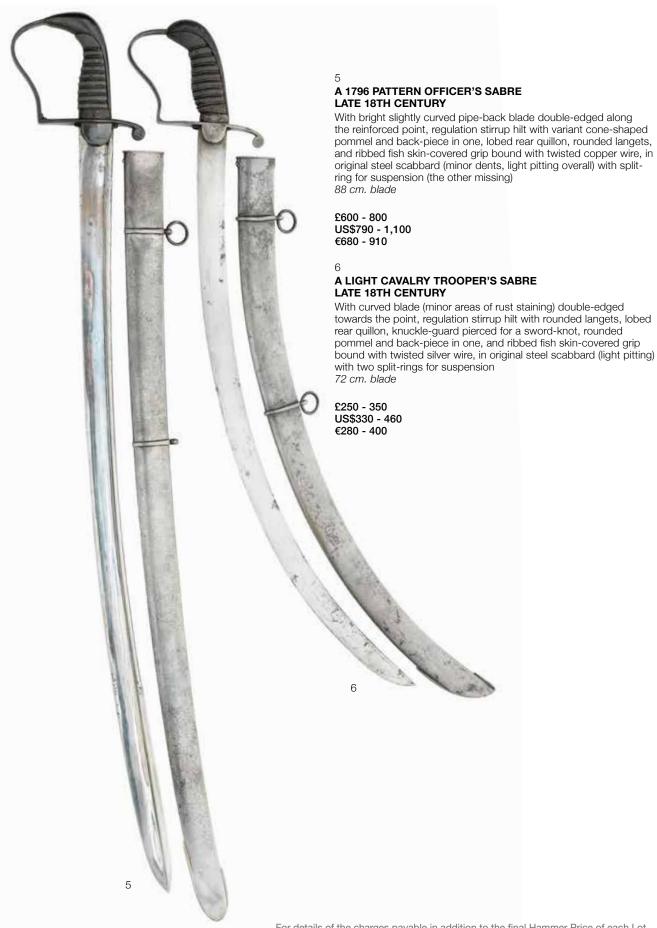
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### A 1796 HEAVY CAVALRY TROOPER'S SWORD EARLY 19TH CENTURY

With fullered blade double-edged at the spear point, stamped '4' on one side, and engraved 'Hadley. 8' along the back at the forte, unmodified russet steel hilt with oval piercings, knuckle-guard pierced for a sword-knot, pommel and back-piece in one, and ribbed cordbound leather-covered grip (scabbard missing) 88.5 cm. blade

£400 - 500 US\$530 - 660 €450 - 570





### AN ITALIAN ALL-STEEL STILETTO MID-17TH CENTURY

With sharply tapering blade of stiff triangular section, hilt with turned baluster quillons with spirally-fluted button terminals, swelling grip cut with a pine cone design, and pommel en suite with the quillons 20.3 cm. blade

£500 - 700 US\$660 - 920 €570 - 800

#### Provenance

The Dr. Ernst-Joachim Rogahn Collection sold in these Rooms, 27 November 2013, lot 172

For an almost identical example sold in these Rooms see Antique Arms & Armour .... 28 November 2012, lot 155

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#### A MACE IN GERMAN 16TH CENTURY STYLE

Of steel, with head of six triangular sharply pointed flanges each drawn-out to a rounded terminal at the top and bottom, and surmounted by a faceted bud-shaped finial, on tapering haft of hexagonal section pierced for a thong above the writhen grip, and with cushion-shaped terminal of hexagonal section with button en suite; together with a European woodman's axe, the heavy triangular head with convex cutting edge drawn-down to a point below and with a shorter point above, deeply struck on each side with a maker's mark 'RA' between pellets, and integral socket, on later wooden haft (2) 60.5 cm. and 30 cm. head

£450 - 550 US\$590 - 720 €510 - 630

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#### AN ITALIAN STILETTO MID-17TH CENTURY

With sharply tapering blade of stiff triangular section with rectangular ricasso, hilt comprising straight faceted quillons widening slightly towards the tips, small side-ring with central moulding, faceted globular pommel with button, and swelling grip bound with twisted brass wire (minor pitting)

19.8 cm. blade

£400 - 500 US\$530 - 660 €450 - 570

#### Provenance

The Dr. Ernst-Joachim Rogahn Collection sold in these Rooms, 27 November 2013, lot 171

For a similar example formerly in the Per T. Norheim Collection and sold in these Rooms see Fine Antique Arms & Armour..., 29 April 2010, lot 79





#### A SCOTTISH OFFICER'S REGIMENTAL BASKET-HILTED BROADSWORD EARLY 19TH CENTURY

With tapering double-edged blade with slender central fuller on both sides of the forte, regulation steel guard of narrow rounded bars framing shaped panels with cusped borders and heart-shaped piercings, slender fore-guards, wrist-guard, fluted bunshaped pommel with button, and spirally-grooved leather-covered grip (light rust patination) 81 cm. blade

£350 - 450 US\$460 - 590 €400 - 510 11

#### A SCOTTISH OFFICER'S REGIMENTAL BASKET-HILTED BROADSWORD EARLY 19TH CENTURY

Similar to the last, with earlier blade (some pitting) etched 'H.J. Runkel. Solingen' between cross marks within the central fuller on both sides of the forte, regulation guard, spirally-grooved wire-bound fish skin-covered grip, and remains of red tassel 85 cm. blade

£450 - 550 US\$590 - 720 €510 - 630

#### Provenance

The Carsten Frölich Collection sold in these Rooms, 24 April 2013, lot 160

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#### A SCOTTISH OFFICER'S REGIMENTAL BASKET-HILTED BROADSWORD EARLY 19TH CENTURY

With tapering double-edged blade (some edge nicks) with double central fuller over most of its length on both sides, fullered rectangular ricasso, regulation russet steel guard of narrow rounded bars framing shaped panels and saltires, each with cusped borders and small circular and heart-shaped piercings, the side panels each with 'ram's horn' terminal, fore-guards, scrolled wrist-guard, fluted conical pommel with prominent button, and spirally-grooved leather-covered grip 84.9 cm. blade

£400 - 500 US\$530 - 660 €450 - 570





#### A SCOTTISH BASKET-HILTED HORSEMAN'S BACKSWORD **MID-LATE 18TH CENTURY**

With tapering blade double-edged towards the point and fullered over its entire length on each side with a narrow fuller bordering it along the back, iron guard (adapted for the use of reins) of narrow rounded bars framing panels pierced with triangles and circles, the central panel flanked by saltires, fore-guards, bun-shaped pommel with button, and spirally-grooved fish skin-covered grip bound with twisted copper wire (some light pitting) 90 cm. blade

£600 - 800 US\$790 - 1,100 €680 - 910

For a related example in the Walker Collection at Dean Castle, Kilmarnock, see Cyril Mazansky, British Basket-Hilted Swords, 2005, p. 100, F5a (illustrated)

#### A SCOTTISH OFFICER'S BASKET-HILTED BACKSWORD BY DRURY, CIRCA 1760

With tapering blade double-edged towards the point and fullered over its entire length on each side with a narrow fuller bordering it along the back, the forte on both sides stamped with 'GR' crowned over 'Drury', iron guard of flattened rounded bars framing fluted panels with fretted borders and pierced with hearts and circles, the side panels each with 'ram's horn' terminal, and with an oval aperture for the reins, scrolled wrist-guard, fluted bun-shaped pommel with button, and spirallygrooved fish skin-covered grip (wire binding missing) 92 cm. blade

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

The maker or retailer is probably Dru Drury II. For more information on this 'leading retail goldsmith, knife-handle maker, cutler, inventor and noted entomologist' see Leslie Southwick, London Silver-hilted Swords..., 2001, pp. 93-95



#### **EUROPEAN & AMERICAN LONGARMS & PISTOLS**

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#### A FINE SWEDISH 11.7MM RIM-FIRE ROLLING-BLOCK CAVALRY CARBINE NO. 2823, DATED 1877

With browned barrel rifled with six grooves and retained by a blued screw-held muzzle mount securing the fore-stock and also forming the fore-sight, calibrated folding adjustable back-sight, case-hardened action stamped with crowned 'C' of Carl Gustafs stads gevärsfaktori above the date on one side, and with inspector's initials 'J.P.' and 'W.N' above the serial number on the other, lightly figured butt and fore-stock each serial numbered on one side and dated between 'K.V.' and 'O.S.' on the other, case-hardened trigger-guard and butt-plate, the butt with brass disc on one side, bright hammer, falling-block, saddle-bar and ring, matching numbers, and retaining nearly all its original finish 45.7 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800

This carbine appears to be unfired

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# A FINE SWISS 10.4 X 38MM RIM-FIRE VETTERLI 1878 MODEL BOLT-ACTION MILITARY RIFLE NO. 159218, LATE 19TH CENTURY

With blued sighted barrel retained by a spring-held barrel band and a screw-held band at the muzzle, the latter with bayonet lug and also forming a ramrod-pipe, folding calibrated back-sight, blued action stamped '+ Waffen Bern' over the serial number and 'M:78' on the left side, lightly figured butt and fore-stock, the former stamped with an inspector's mark on the comb and with a shield-shaped mark on the right side, regulation steel mounts including spur trigger-guard, sling loops, and original bright steel ramrod, struck with inspector's marks throughout, and retaining most of its original finish 84.5 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800



#### A BRACE OF FRENCH 54-BORE PIN-FIRE MILITARY SIX-SHOT **REVOLVERS**

#### BY E. LEFAUCHEUX BRTÉ S.G.D.G. A PARIS, NOS. 80101/3, **CIRCA 1860**

Each with reblued sighted barrel signed along the top, part octagonal breech stamped with three crowns on one side, perhaps of Sweden, reblued cylinder, frame, trigger-guard and butt, the second with hinged loading-gate, stamped with maker's details forming an oval on one side, and with Lefauchaux's mark (Neue Støckel 7769,7770) next to the serial number on the other, the last with ovoidal cap with lanyard swivel and figured rounded grips, bright hammer grooved for sighting, and sprung cartridge-extracting rod (2) 15.8 cm. barrels

£800 - 1,200 US\$1,100 - 1,600 €910 - 1,400

Eugène Louis Lefaucheux is recorded in Paris between 1850 and 1870

















#### A .41 RIM-FIRE COLT 'THUER' THIRD MODEL DERINGER NO. 12716, CIRCA 1870-1912

With barrel retaining traces of blueing (minor pitting on one side at the muzzle), engraved '-Colt-' and pivoting to the right for loading, nickel-plated brass action and bird's head butt, spur trigger, figured rounded grips, and retaining much of its original nickeling 6.3 cm. barrel

£300 - 350 US\$400 - 460 €340 - 400

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#### A .41 RIM-FIRE COLT 'CLOVERLEAF' MODEL FOUR-SHOT REVOLVER NO. 4017, CIRCA 1871-76

With blued sighted round barrel stamped 'Colt's House Pistol, Hartford Ct. U.S.A.' along the top, blued characteristic cylinder, brass frame stamped 'Pat. Sept. 19. 1871.' within the sighting groove, spur trigger and bird's head butt, chequered trigger and hammer spur, blued arbor pin with chequered catch and also forming the cartridge ejector rod, figured rounded grips, and retaining much of its original blueing, London proof marks 7.6 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800

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#### A .41 RIM-FIRE COLT FIRST MODEL DERINGER NO. 2635, CIRCA 1870-90

With nickel-sighted barrel pivoting down to the left for loading and stamped 'Colt's Pt. F.A. Mfg. Co. Hartford Ct. U.S.A. No.1' on the tapering top flat, sprung chequered barrel-release stud, foliate engraved rounded action with chequered spur trigger and grooved hammer, and integral characteristically chequered rounded butt (very light pitting) 6.4 cm. barrel

£350 - 450 US\$460 - 590 €400 - 510

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#### A .41 RIM-FIRE COLT SECOND MODEL DERINGER NO. 2721, CIRCA 1870-90

With blued nickel-sighted barrel pivoting down to the left for loading and stamped 'Colt's Pt. F.A. Co. Hartford Ct. U.S.A. No. 2' on the tapering top flat, and 'N. 8681' on the left, rounded action and bird's head butt, the former engraved with foliage on each side, chequered spur trigger and grooved hammer, and partly chequered figured rounded grips (some light pitting and loss of blueing), London proof marks 6.5 cm. barrel

£350 - 450 US\$460 - 590 €400 - 510



#### A .41 RIM-FIRE REMINGTON TYPE II MODEL NO. 4 OVER-AND-UNDER **DERINGER** NO. 27, CIRCA 1912

With nickel-plated sighted barrels pivoting up for loading and stamped 'Remington Arms - U.M.C. Co., Ilion, N.Y.' along the sighting rib, chequered cartridge-extractor on the left, nickel-plated frame and bird's head butt, spur trigger, chequered rounded black hard-rubber grips, and retaining nearly all its nickel-plated finish 7.6 cm. barrels

£350 - 450 US\$460 - 590 €400 - 510

#### A .32 REMINGTON-RIDER FIVE-SHOT MAGAZINE PISTOL **CIRCA 1871-88**

With nickel-plated octagonal sighted barrel stamped 'E. Remington & Sons. Ilion. N.Y. Riders Pat. Aug. 15th 1871.' along the top flat and with integral tubular magazine beneath, border engraved nickel-plated frame and bird's head butt, the former engraved with foliate scrollwork against a punched ground on both sides, spur trigger, chequered hammer and striker spurs, hollowed figured grips, and retaining nearly all its nickel-plated finish 8 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800

Cf. another example formerly in the Dr. Hans Georg Plaut Collection and sold in these Rooms, 1 April 2004, lot 80

#### A .32 RIM-FIRE CHICAGO FIREARMS CO. 'PROTECTOR' SEVEN-SHOT PALM **PISTOL**

NO. 9577, CIRCA 1895

With two-stage barrel stamped with a band of flowers and 'M6841' along one side, round frame with finger extensions and chequered black hard-rubber side-plates stamped respectively 'The Protector. Pat. Mch. 6. 83. Aug. 29. 93' and 'Chicago Arms Co., Chicago. Ill.', the latter detachable and with chequered outer border, sprung palm-operated cocking mechanism with chequered hard-rubber pad, folding trigger, and retaining most of its nickel-plated finish 4.5 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800

See Lewis Winant, Firearms Curiosa, 1955, pp. 78-81, figs. 68-70



# A .32 RIM-FIRE SMITH & WESSON MODEL 1½ FIRST ISSUE FIVE-SHOT REVOLVER

NO. 12886, CIRCA 1865-68

With blued octagonal nickel-sighted barrel (some old flaking) pivoting upwards for loading and stamped with maker's details and patent dates along the sighting rib, cylinder retaining traces of blueing, blued frame and butt, spur trigger, case-hardened hammer with chequered spur, figured rounded grips, and retaining much of its original finish 9 cm. barrel

£350 - 450 US\$460 - 590 €400 - 510 31

#### A .32 RIM-FIRE SMITH & WESSON MODEL NO. 1½ SECOND ISSUE FIVE-SHOT REVOLVER NO. 22672, CIRCA 1865-68

Similar to the last 9 cm. barrel

£350 - 450 US\$460 - 590 €400 - 510 32

#### A .32 RIM-FIRE SMITH & WESSON OLD MODEL NO. 2 SIX-SHOT REVOLVER NO. 10618, CIRCA 1861-74

With blued octagonal nickel-sighted barrel pivoting upwards for loading and stamped 'Smith & Wesson. Springfield. Mass.' along the sighting rib, blued cylinder stamped with patent dates, blued frame and butt, the former with grooved cylinder-stop in the three-pin top-strap, spur trigger, casehardened hammer with chequered spur, figured rounded grips, and retaining most of its original blued finish 15.2 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800



#### A .32 RIM-FIRE SMITH & WESSON MODEL NO. 11/2 SECOND **ISSUE FIVE-SHOT REVOLVER** NO. 45217, CIRCA 1868-75

With blued nickel-sighted barrel (some loss of finish) pivoting upwards for loading and stamped with maker's details and patent dates along the sighting rib, blued fluted cylinder, frame and bird's head butt, the first with grooved cylinder-stop in the three-pin topstrap, spur trigger, case-hardened hammer with chequered spur, figured rounded grips, and retaining much of its original finish 9 cm. barrel

£400 - 500 US\$530 - 660 €450 - 570

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#### A .32 RIM-FIRE SMITH & WESSON MODEL NO. 11/2 SECOND **ISSUE FIVE-SHOT REVOLVER** NO. 48549, CIRCA 1868-75

Similar to the last 9 cm. barrel

£400 - 500 US\$530 - 660 €450 - 570



#### A .44 PERCUSSION STARR ARMS **CO. 1858 MODEL ARMY SIX-SHOT REVOLVER**

NO. 10171, CIRCA 1860

With blued hinged sighted barrel secured by a knurled barrel-release screw at the back of the blued top-strap, blued cylinder, blued spurred frame stamped 'Starr. Arms. Co. New. York' on one side and 'Starrs Patent Jan. 15. 1856' on the other, rammer, russet trigger-guard, figured rounded butt stamped with an inspector's mark on both sides, and retaining much of its original finish

15.3 cm. barrel

£1.000 - 1.500 US\$1,300 - 2,000 €1,100 - 1,700

#### A .44 PERCUSSION STARR ARMS CO. 1863 MODEL ARMY SIX-SHOT **REVOLVER**

NO. 41932, CIRCA 1863-65

Similar to the last, the cylinder serial numbered '42081', butt (minor chip) with indistinct inspector's mark on both sides, and retaining some original finish (some scattered rust patination) 20.3 cm. barrel

£800 - 1,000 US\$1,100 - 1,300 €910 - 1,100

#### A .36 PERCUSSION SAVAGE FIREARMS CO. NAVY MODEL SIX-SHOT REVOLVER NOS. 1993 AND 1201, CIRCA 1865

With blued octagonal sighted barrel, topstrap, bevelled frame and spurred butt all in one piece, the first stamped 'Savage R.F.A. Co. Middletown. Ct. H.S. North Patented June 17 1856 January 18 1859 May 15 1860', blued cylinder, ring cocking-lever within the trigger-guard, rammer with sprung catch, shaped figured grips, and retaining much of its original blued finish (minor areas of rust patination) 18.2 cm. barrel

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



# A FINE .44 PERCUSSION REMINGTON 1861 NEW MODEL ARMY SIX-SHOT REVOLVER NO. 46282, CIRCA 1863-75

With blued octagonal sighted barrel stamped 'Patented Sept. 14 1858 E. Remington & Sons. Ilion New York. U.S.A. New-Model' along the top flat, blued cylinder serial numbered at the back, blued frame and butt, the former with sighting groove, brass trigger-guard, figured rounded grips, the left one with clearly stamped inspector's mark, stamped with inspector's initials 'C' and 'H' throughout, and retaining most of its original finish 20.3 cm. barrel

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

Cf. a very similar example sold in these Rooms, The Daedalus Collection..., 1 December 2016, lot 22

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# A FINE .44 PERCUSSION ROGERS & SPENCER ARMY MODEL SIX-SHOT REVOLVER NO. 3605, CIRCA 1865

With blued octagonal sighted barrel, blued serial numbered cylinder, frame and butt, the second stamped 'Rogers & Spencer Utica N.Y.' either side of the sighting groove, hinged case-hardened rammer, flared figured rounded grips (one with old bruise at the top, minor chips along the bottom edges), the left one with clearly stamped inspector's mark, stamped inspector's initial 'B' throughout, matching numbers, and retaining most of its original finish (some old flaking in places)

19 cm. barrel

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

Cf. another example (no. 4317) sold in these Rooms, Antique Arms, Armour & Modern Sporting Guns, 18 May 2017, lot 218





#### A .41 (LONG COLT) COLT 1877 MODEL LIGHTENING SIX-SHOT REVOLVER NO. 152494 FOR 1904

With blued sighted barrel stamped 'Colt's Pt. F.A. Mfg. Co. Hartford. Ct. U.S.A.' along the top and 'Colt. D.A. 41' on the left, ejector housing on the right, fluted cylinder retaining some original blueing, frame with sighting groove, retaining some original casehardening and stamped on the left side with patent dates and Colt logo, loading-gate numbered '336', hammer blued along the top, blued trigger, trigger-guard and spurred bird's head butt, the latter with chequered rounded black hard-rubber grips each with Colt logo at the top, and much original finish (worn in places) 11.4 cm. barrel

£800 - 1,000 US\$1,100 - 1,300 €910 - 1,100

One of two revolvers shipped to H. & D. Folsom Arms Company, New York, on 25 July 1904

#### A RARE .44 (S&W) COLT ARMY SIX-SHOT REVOLVER NO. 342241 FOR 1921

With blued sighted barrel stamped 'Colt's Pt. F.A. Mfg. Co. Hartford Ct. U.S.A.-' along the top and '44 S&W.' on the left, blued ejector housing on the right, fluted cylinder, case-hardened frame with sighting groove and stamped on the left side with patent dates and Colt logo, loading-gate numbered '8533', blued trigger, trigger-guard and butt, the second with small triangular verified proof mark on left side, replacement chequered rounded hard-rubber grips (the right one with three slender nicks beneath) each with Colt logo at the top, and in refinished condition 14 cm. barrel

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

Originally supplied with wooden grips

#### A RARE .44 (S&W) COLT ARMY SIX-SHOT REVOLVER NO. 343001 FOR 1922

Similar to the last, the barrel with two line address, the loading-gate numbered '672' (bottom of butt with a series of nicks) 12.2 cm. barrel

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

Originally supplied as a special order with ivory grips for W.F. Roberts & Company, Washington, D.C.

# A RARE .32-44 (S&W) COLT BISLEY MODEL ARMY SIX-SHOT REVOLVER NO. 258659 FOR 1904

With blued sighted barrel with Hartford address along the top and '(Bisley Model) For 32-44 S&W CTG.' on the left, ejector housing on the right, blued fluted cylinder numbered '243', blued flat top frame with open back-sight, the left side stamped with two line patent dates and Colt logo, loading-gate numbered '6824', blued trigger, trigger-guard and butt, case-hardened low profile hammer with chequered wide spur, chequered rounded hard-rubber grips each with Colt logo at the top, and retaining most of its original finish: in contemporary cardboard box covered in plum cloth (minor damage), the interior of the lid with maker's 'Colt Revolvers' trade label 19.1 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

Shipped to Schoverling, Daly & Gales, New York on 22 December 1904





# A FINE .36 PERCUSSION MANHATTAN (NAVY TYPE) SERIES V SIX-SHOT REVOLVER NO. 2798, CIRCA 1867-68

With blued octagonal sighted barrel stamped 'Manhattan Fire Arms Co. Newark N.J. Patented March 8. 1864' along the top flat, blued cylinder with roll engraved foliate panels framing military and naval scenes, case-hardened frame and rammer, silvered brass triggerguard and back-strap, varnished figured rounded grips, matching numbers, and retaining nearly all its original finish (some scattered surface patination) 10.2 cm.

£800 - 1,000 US\$1,100 - 1,300 €910 - 1,100 46

#### A .36 PERCUSSION MANHATTAN (NAVY TYPE) SERIES V SIX-SHOT REVOLVER NO. 4268, CIRCA 1867-68

Similar to the last, the barrel retaining some original blueing, the trigger-guard retaining traces of silvering, and with matching numbers (some surface patination)

10.2 cm. barrel

£500 - 650 US\$660 - 860 €570 - 740



#### A COLT 1849 MODEL POCKET PERCUSSION REVOLVER NO. 56478 FOR 1853

With octagonal sighted barrel retaining faint traces of blueing and with two line New-York City address along the top flat, cylinder with roll engraved stagecoach hold-up scene, frame with faint traces of case-hardening and stamped 'Colts Patent' on the left side, rammer, brass trigger-guard and back-strap retaining most of their original silvering, figured rounded grips (old bruising), and matching numbers (some light patination) 12.7 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800 48

#### A COLT 1849 MODEL POCKET PERCUSSION REVOLVER NO. 300119 FOR 1868

With blued octagonal sighted barrel with New-York address, cylinder with roll engraved stagecoach hold-up scene (some wear), case-hardened frame stamped 'Colts Patent' on the left side, brass trigger-guard and back-strap originally silvered, case-hardened rammer, figured rounded grips (some loss of varnish), matching numbers, and most of its original blued and case-hardened finish 10.2 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910 49

#### A COLT 1849 MODEL POCKET PERCUSSION REVOLVER NO. 326755 FOR 1871

Similar to the last, the trigger-guard and back-strap retaining traces of silvering, matching numbers, and most of its blued and case-hardened finish (one grip bruised along the bottom) 10.2 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910



# A CASED COLT 1849 MODEL POCKET PERCUSSION REVOLVER NO. 7634 FOR 1855

With blued octagonal sighted barrel (some flaking) with two line London address along the top flat, cylinder with roll engraved stagecoach hold-up scene and retaining some original blueing, case-hardened frame stamped 'Colts Patent' on the left side, case-hardened hammer and rammer, silvered steel trigger-guard and back-strap, the latter (some loss of silvering) engraved with owner's initials in gothic script at the top, varnished figured rounded grips, matching numbers, and much of its original finish: in original mahogany case fitted and lined in navy blue velvet with accessories including James Dixon & Sons brass-mounted powder-flask with split-ring for suspension and in fine condition retaining virtually all its original lacquered finish, and steel bullet mould stamped 'Colt's Patent', the exterior of the lid with replacement shaped vacant brass escutcheon, London proof marks

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

10.2 cm. barrel



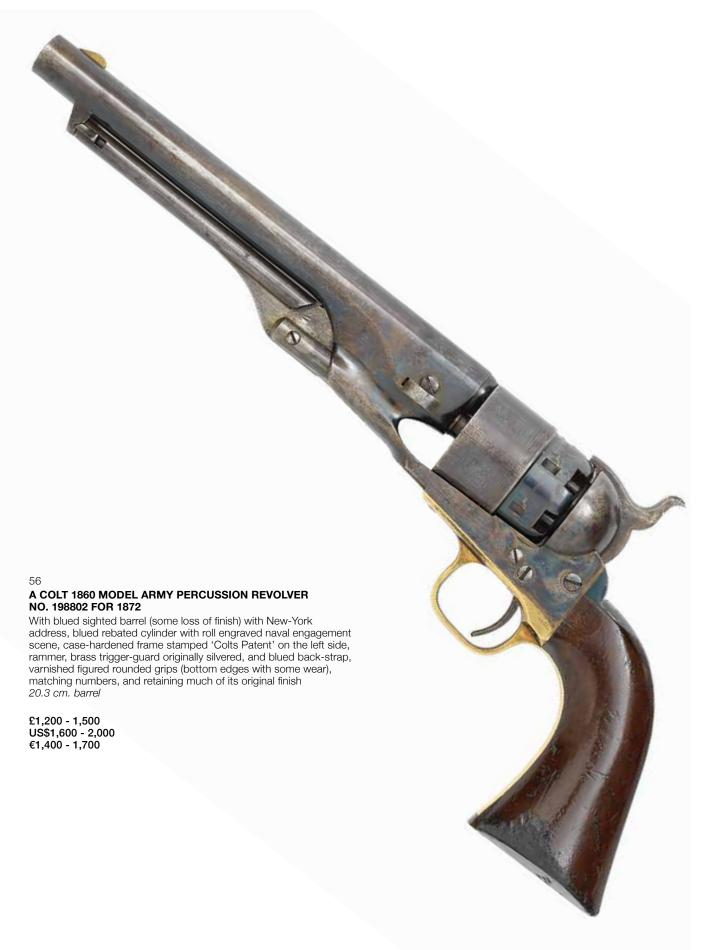




### A CASED COLT 1851 MODEL NAVY PERCUSSION REVOLVER NO. 2209 FOR 1853

With blued octagonal sighted barrel with London address, cylinder with roll engraved naval engagement scene, case-hardened frame stamped 'Colts Patent' on the left side, case-hardened hammer and rammer, steel trigger-guard and back-strap, varnished figured rounded grips (some old bruising), matching numbers, and some original finish (some refinishing): in original mahogany case lined and fitted in burgundy velvet with accessories including James Dixon & Sons brass-mounted powder-flask with split-ring for suspension (some minor denting, cut-off spring replaced), and steel bullet mould stamped 'Colt's Patent', the interior of the lid with facsimile 'Directions for Loading and Cleaning label', the exterior with replacement shaped white-metal escutcheon engraved with initials 'NF' within foliage, London proof marks 19 cm. barrel

£3,000 - 3,500 US\$3,900 - 4,600 €3,400 - 4,000





#### A CASED COLT 1860 MODEL ARMY PERCUSSION REVOLVER NO. 76677 FOR 1862

With blued sighted barrel with New-York address, rebated cylinder with roll engraved naval engagement scene and retaining traces of original blueing, case-hardened frame cut for a shoulder-stock and stamped 'Colts Patent' on the left side, rammer, brass trigger-guard originally silvered, and blued back-strap, varnished figured rounded grips each with inspector's mark, matching numbers, and some original finish: in reproduction lined and fitted oak case with accessories including G. & J.W. Hawksley brass-mounted powder-flask with splitring for suspension, and steel bullet mould stamped 'Colt's Patent', the interior of the lid with facsimile Directions for Loading and Cleaning label, the exterior with circular vacant brass escutcheon 20.3 cm. barrel

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500



### A FINE COLT 1862 MODEL POLICE PERCUSSION REVOLVER NO. 3168 FOR 1861

With blued sighted barrel with New-York address, blued fluted rebated cylinder (some loss of finish), case-hardened frame stamped 'Colts Patent' on the left side, brass trigger-guard and back-strap retaining some original silvering, case-hardened rammer, varnished figured rounded grips (one with two minor chips), and retaining much of its original finish; together with its blued Colt's Patent bullet mould (some bruising) for casting conical and spherical bullets (2) 11.4 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

#### Provenance

Sold in these Rooms, Antique Arms & Armour..., 24 April 2013, lot 389

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# A FINE CASED COLT 1862 MODEL POLICE PERCUSSION REVOLVER NO. 22599 FOR 1863

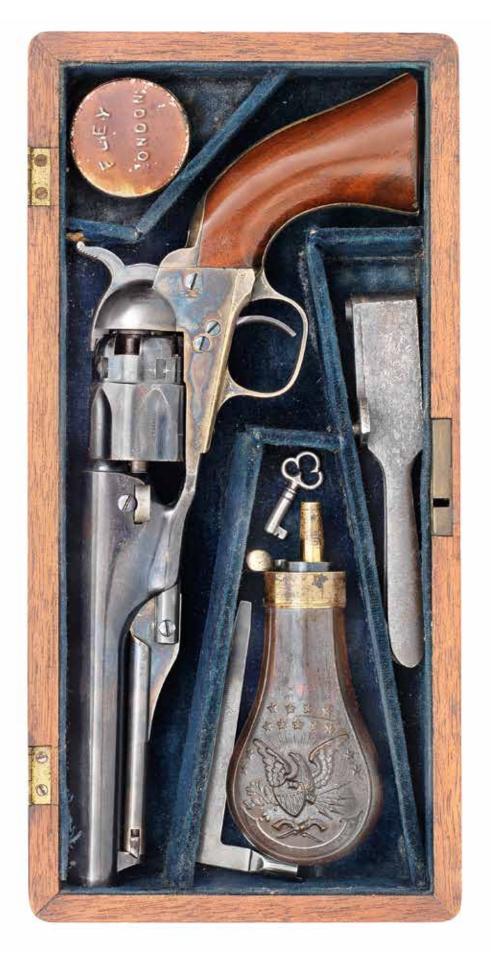
With blued sighted barrel with New-York address, blued fluted rebated cylinder, case-hardened frame stamped 'Colts patent' on the left side, case-hardened hammer and rammer, brass trigger-guard and back-strap retaining most of their original silvering, the former stamped '7' on the left side, varnished figured rounded grips, matching numbers, and retaining nearly all its original finish: in original mahogany case fitted and lined in navy blue velvet with accessories (combined nipple wrench and turnscrew a modern replacement) including brass-mounted American eagle and shield flask retaining some of its original lacquered finish, and steel bullet mould stamped 'Colt's Patent' and '36 P.'

14 cm. barrel

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

This revolver appears to be unfired

Cf. another example (no. 4197) sold in these Rooms, The Daedalus Collection..., 1 December 2016, lot 30





## A RARE COLT HARTFORD-ENGLISH DRAGOON PERCUSSION REVOLVER NO. 205 FOR 1853

With sighted russet rounded barrel with New York City address along the top flat at the breech and retaining faint traces of original blueing, cylinder (thin central scratch) with roll engraved Texas Ranger and Indian scene, and with 'Model U.S.M.R.' and 'Colt's Patent', each framed in foliage, frame stamped 'Colt's Patent' on the left side, rammer, brass trigger-guard and back-strap (originally silvered), the latter engraved with owner's crest, motto and initials, varnished figured rounded grips (minor bruising, one with small chip), and matching numbers, (some surface patination), London proof marks 19 cm.

£4,000 - 5,000 US\$5,300 - 6,600 €4,500 - 5,700

#### Provenance

Sold in these Rooms, Fine Antique Arms and Armour..., 24 November 2010, lot 215

The crest and motto appear to be that of a Scottish family

Only about seven hundred of these revolvers are thought to have been produced between 1853 and 1857, of which two hundred were returned to Hartford in 1861 for use in the American Civil War

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### A COLT THIRD MODEL DRAGOON PERCUSSION REVOLVER NO. 14175 FOR 1855

With sighted rounded barrel with New-York City address along the top flat of the part octagonal breech, cylinder with traces of Texas Ranger and Indian scene, and including 'Model U.S.M.R.' and 'Colt's Patent' each framed with foliage (worn), frame stamped 'Colts Patent' on the left side, serial numbered rammer, brass triggerguard and back-strap originally silvered, figured rounded grips, and matching numbers (some wear and scattered light pitting) 19 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400





## BRITISH MILITARY LONGARMS & PISTOLS

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#### A .577/450 MARTINI HENRY MARK III.1. SERVICE RIFLE MUSKET DATED 1883

With blued sighted barrel retained by two barrel bands, the forward one with bayonetlug on the right, calibrated folding adjustable back-sight, action stamped with crowned 'V.R.' above 'Enfield' and the date on one side, figured butt and fore-stock (some old bruising), the former stamped with circular Enfield arsenal mark on one side above 'III.1', regulation steel mounts, sling loops, original steel ramrod, and much original finish, Ordnance proof marks 84 cm. barrel

£800 - 1,000 US\$1,100 - 1,300 €910 - 1,100 63

#### A RARE .577 PERCUSSION LANCASTER'S PATENT OVAL BORE ROYAL SAPPERS AND MINERS CARBINE DATED 1856

With blued sighted barrel engraved 'Lancaster. Patent.' along the top at the breech, retained by two blued barrel bands and with a bayonet-lug on the right at the muzzle, blued calibrated folding adjustable back-sight, blued tang, border engraved case-hardened flat lock dated above 'Enfield' and with 'V\*R' crowned on the tail, figured three-quarter stock (some old bruising), the butt with dated circular Enfield arsenal mark on one side, supplier's name 'J. Leadbetter' in front of the rear sling loop, and numbered '442' behind the tang of the trigger-guard. regulation brass mounts, sling loops, original steel ramrod, and in fine condition retaining most of its original finish, Ordnance proof marks

80 cm. barrel

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

This is one of 2,842 ordered in March 1855 from Charles Lancaster for the Royal Sappers and Miners, complete with brassmounted sword bayonet, at a cost of £4.28. each. Lancaster was awarded £6,600 for his invention by the Ordnance in December 1856. See Howard L. Blackmore, *British Military Firearms* 1650-1850, 1961, p. 233

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#### A .577 PERCUSSION COMMERCIAL 1856 PATTERN VOLUNTEER SHORT RIFLE SIGNED JOSEPH HARKOM, EDINBURGH, MID-19TH CENTURY

With russet sighted barrel signed along the top at the breech, retained by two barrel bands, with bayonet-lug on the right at the muzzle numbered '283', and rifled with three grooves, calibrated folding adjustable back-sight, signed border engraved flat lock decorated with foliate scrollwork, hammer en suite, chained nipple-protector, figured threequarter stock, border engraved steel mounts of regulation pattern including trigger-guard decorated with foliate scrollwork, sling loops, steel ramrod, possibly original, and retaining traces of original finish; together with a Lancaster sword bayonet, the pipeback blade with spear point, brass-mounted hilt with spring-catch, and chequered black leather grips, in its brass-mounted black leather scabbard (some crazing), the locket mouth stamped 'R.A.M.C.' over '12', and with a later buff-leather frog, Ordnance proof marks (2) 84 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910



#### A .577 PERCUSSION 1853 PATTERN FIRST MODEL RIFLE MUSKET DATED 1855

With re-blued sighted barrel retained by three barrel bands and rifled with three grooves, calibrated folding adjustable back-sight, dated border engraved flat lock with 'Tower' and 'V.R.' crowned on the tail, figured three-quarter stock (old bruising) stamped with circular Pimlico arsenal mark dated 1861 and numbered '2' on one side, and '42' on the other, regulation brass mounts including butt-plate numbered '213' on the heel tang, sling hoops, and original steel ramrod with characteristic swelling towards the tip, Ordnance view and proof marks 99.2 cm. barrel

£500 - 750 US\$660 - 990 €570 - 850 66

#### A .577 PERCUSSION 1853 PATTERN SECOND MODEL RIFLE MUSKET DATED 1856

With re-blued sighted barrel retained by three spring-held barrel bands and rifled with three grooves, calibrated folding adjustable backsight, dated border engraved flat lock with 'Tower' and 'VR' crowned on the tail, figured three-quarter stock (old bruising) stamped with supplier's name 'H. Broadhurst (?)' on the side flat, broad arrow War Department mark above 'R 278' on one side of the butt, and numbered '430' on the other, regulation brass mounts, sling loops, and associated steel ramrod; together with a socket bayonet with blade of follow triangular section stamped 'W. Higgins & Sons', socket dated 1860 on one side and stamped '7' over '507' on the other, in its brass-mounted black leather scabbard, the locket with frog-hook, Ordnance view and proof marks (2) 99.3 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910 67

#### A 10-BORE PERCUSSION 1845 PATTERN SERVICE MUSKET MID-19TH CENTURY

With sighted russet barrel and tang (light surface pitting), border engraved bevelled flat lock with 'VR' crowned and 'Tower' across the tail, figured three-quarter stock, the butt stamped with two inspector's marks and supplier's name 'Hollis Brothers & Co.' along the bottom, and with Board of Ordnance mark on one side, regulation brass mounts, Lovell bayonet catch, sling loops, and steel ramrod, King's proof marks 99.2 cm. barrel

£500 - 700 US\$660 - 920 €570 - 800

# A RARE 18-BORE PERCUSSION D.B. IRISH CONSTABULARLY CARBINE BY W. J. KING OF BIRMINGHAM, MID-19TH CENTURY

With browned twist sighted barrels with bayonet-bar on the right side at the muzzles, long tang grooved for sighting, signed border engraved back-action locks, figured halfstock (some old bruising), regulation brass mounts including trigger-guard with scrolled spur, sling loops, and original steel ramrod; together with its brass-hilted bayonet with leaf-shaped blade of flattened diamond section cut with a central fuller over each side of the forte, hilt with cross-guard, and ribbed swelling grip incorporating a sprung catch, in its leather scabbard (some damage) with brass chape (probably an old replacement), frog button, and leather frog, Birmingham proof marks (2) 46.8 cm. barrels and 43.5 cm. blade

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

Probably one of 250 ordered by the Inspector General of Constabulary in Ireland. See Howard C. Blackmore, *British Military Firearms 1650-1850*, 1961, pp. 205-206, pl. 68 (3)





#### A FINE 18-BORE PERCUSSION EAST INDIA COMPANY GOVERNMENT **SERVICE PISTOL** NO. 221, DATED 1873

With blued sighted barrel and tang, the latter with back-sight, case-hardened dated flat lock stamped 'Birmingham' and with 'EIG' crowned on the tail, case-hardened hammer, figured full stock (some old bruising) stamped with inspector's marks, circular Birmingham 'E.I.G.' mark and supplier's name 'Swinburn' opposite the lock, 'S&S .42' on the tail of the side flat, and 'FA 3 1885' on one side of the butt, regulation brass mounts including ovoidal serial numbered butt-cap with lanyard ring, stirrup ramrod, and nearly all its original finish, Ordnance proof marks 20.3 cm. barrel

£600 - 900 US\$790 - 1,200 €680 - 1,000

Cf. a very similar example sold in these Rooms, Antique Arms & Armour, 30 April 2014, lot 288

#### A .451 PERCUSSION WESTLEY RICHARDS PATENT 'MONKEY-TAIL' **BREECH-LOADING PISTOL** BY WESTLEY RICHARDS & CO., NO. 348, **DATED 1867**

With blued sighted rifled barrel stamped 'Whitworth.Patent' along the top in front of the serial numbered breech-block stamped '25 Grains', hinged breech-lever stamped 'Westley Richards Patent', case-hardened signed flat lock dated within a triangle on the tail, figured three-quarter stock (minor bruising) indistinctly stamped and dated opposite the lock, brass mounts comprising trigger-guard, butt-cap and fore-end cap, lanyard ring, chequered trigger, original iron ramrod, and some original finish (scattered surface patination), Birmingham proof marks 22.9 cm. barrel

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500

#### Provenance

Sold in these Rooms, Antique Arms & Armour..., 28 November 2012, lot 258

#### A RARE .577 PERCUSSION 1858 PATTERN RIFLED SERVICE PISTOL WITH DETACHABLE SHOULDER-STOCK **DATED 1859**

With leaf-sighted barrel rifled with four grooves, plain tang, dated border engraved flat lock engraved 'Tower' and with 'VR' crowned on the tail, figured full stock stamped with supplier's name 'Moxham' on the side flat, rounded butt pierced for the shoulder-stock and indistinctly stamped with inspector's marks, and regulation brass mounts, the shoulder-stock (lanyard ring missing) with border engraved steel attachment mount with spring catch, and with brass butt-plate, and stirrup ramrod (some wear and light rust patination overall) (2) 25.4 cm. barrel

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

One of an order of 1,379 for yeomanry units. See Robert Brooker, British Military Pistols..., 2016, pp. 245 and 246, fig. 55



#### A 10-BORE FLINTLOCK COMMERCIAL INDIA PATTERN SERVICE MUSKET BY D. EGG OF LONDON, LATE 18TH CENTURY

With browned sighted barrel and tang, signed border engraved rounded lock, figured full stock (minor old bruising) with apron around the barrel tang and deeply carved with initials 'AB' on the side flat, regulation brass mounts, sling loops, and original steel ramrod, London proof marks 99.2 cm. barrel

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

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### A 10-BORE INDIA PATTERN FLINTLOCK SERVICE MUSKET EARLY 19TH CENTURY

With re-browned sighted barrel (surface pitting overall), plain tang, border engraved rounded lock with 'GR' crowned and 'Tower' across the tail, ring-neck cock, figured three-quarter stock (minor old bruising) with apron around the barrel tang and stamped with Ordnance Storekeeper's mark indistinctly dated 1800 on one side of the butt, inspector's marks behind the tang of the trigger-guard, and supplier's initials 'W.R.' on the side flat, regulation brass mounts, sling loops, and original steel ramrod (some pitting); together with a socket bayonet, the blade of hollow triangular section, King's proof marks (2) 100 cm. barrel

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

Cf. a similar example sold in these Rooms, Antique Arms & Armour..., 26 November 2014, lot 300

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#### A RARE 10-BORE FLINTLOCK COMMERCIAL LONG LAND PATTERN SERVICE MUSKET BY GRICE OF LONDON, DATED 1758

With plain sighted barrel and tang (now lightly pitted overall, touchhole bushed), border engraved rounded lock with 'GR' crowned and signed and dated across the tail, border engraved rounded cock, figured three-quarter stock (fore-stock with some repairs and now with brass fore-end cap) with apron around the barrel tang, butt (old worm holes filled) carved with initials 'WR' on one side and 'CAD' over 'WR' on the other, regulation brass mounts including escutcheon engraved '89', replacement sling loops, and steel ramrod (pitted and repaired); together with a socket bayonet, the blade of hollow triangular section, indistinct King's proof mark (2) 117 cm. barrel

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

# A RARE 12-BORE FLINTLOCK RIFLED YEOMANRY SADDLE CARBINE OF BAKER TYPE BY H. NOCK, LONDON, CIRCA 1800

With re-browned twist sighted barrel cut with Baker style seven-groove rifling making three-quarters of a turn to within 10.2 cm. of the muzzle, octagonal patent breech engraved 'London' and 'No. 15' along the top flat, plain tang, signed border engraved rounded lock, figured three-quarter stock of slit pattern (minor old bruising), brass mounts of regulation type including trigger-guard engraved 'CYC' on the bow, saddle-bar and ring, brass ramrod-pipes and fore-end cap, and brass-tipped steel ramrod, probably original, with characteristic swelling (some wear and scattered light pitting), London proof marks

71.1 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

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## A RARE .650 FLINTLOCK BAKER VOLUNTEER RIFLE AND BAYONET BY E. BAKER OF LONDON, EARLY 19TH CENTURY

With re-browned twist block-sighted barrel signed at the breech and stamped 'Davies' on the left, bayonet bar on one side at the muzzle, and rifled with seven grooves, plain tang, signed rounded lock (mainspring replaced), ring-neck cock, figured full stock of slit pattern (old bruising), butt with cheek-piece, regulation brass mounts including spur trigger-guard and hinged rectangular patch-box cover, sling loops, the rear one with chained pricker, brass ramrod-pipes, and original steel ramrod (some light pitting); the 1801 second model bayonet with blade double-edged at the point, brass hilt with rounded side-guard, knuckle-guard, and spring button catch in the ribbed swelling grip, in original brass-mounted black leather scabbard (some damage), the locket with frog button, Tower private proof marks (2)

76.7 cm. barrel and 57.5 cm. blade

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

See Howard L. Blackmore, *British Military Firearms 1650-1650*, 1961, p. 127, pl. 35



### A VERY RARE 25-BORE FLINTLOCK RIFLED SADDLE CARBINE

#### BY D. EGG, LONDON, EARLY 19TH CENTURY

With bright block-sighted barrel signed along the breech flat and rifled with seven grooves, plain tang, signed border engraved flat bevelled lock, ring-neck cock en suite, figured three-quarter stock (some old bruising) with 'hand-rail' butt, brass mounts of regulation type comprising butt-plate, trigger-guard and ramrod-pipes, steel saddle-bar of circular section, sling loop, and stirrup ramrod with spring retainer between the ramrod-pipes, London proof marks 60.7 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

#### Provenance

This and the following two lots (of a total of eight similar carbines) formed part of a display of arms and armour in the Armoury Hall at Shirburn Castle, Oxfordshire, the seat of the Earls of Macclesfield since 1716, and were probably supplied by Egg to arm a troop of volunteer horse. This example was probably intended for a trooper

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### A RARE 22-BORE FLINTLOCK SADDLE CARBINE FOR BALL BY D. EGG, LONDON, EARLY 19TH CENTURY

Similar to the last, with smooth-bore barrel (stock chipped on one side of the barrel tang), London proof marks 76.2 cm. barrel

£2,500 - 3,000 US\$3,300 - 3,900 €2,800 - 3,400

Probably intended for an officer

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## A RARE 22-BORE FLINTLOCK RIFLED SADDLE CARBINE BY D. EGG, LONDON, EARLY 19TH CENTURY

Similar to the last, the barrel rifled with eight grooves and with gold-lined touch-hole, border engraved flat bevelled lock signed in script and decorated with a starburst behind the pan and with foliage on the stepped tail, border engraved safety-catch and cock, the latter decorated with a martial trophy (stock with some old bruising and chipped either side of the barrel tang), London proof marks 76.2 cm. barrel

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

Probably intended for an officer





#### A 25-BORE FLINTLOCK WILLIAM IV 1824 PATTERN SEA SERVICE PISTOL CIRCA 1830

With plain barrel retaining some of its original blackened finish, plain tang, border engraved flat bevelled lock with 'WR' crowned, border engraved ring-neck cock, figured full stock stamped with inspector's marks and Board of Ordnance ownership mark, the latter above the tail of the lock, and with two marks on the side flat, belt hook, and stirrup ramrod, small King's proof marks 23 cm. barrel

£800 - 1,200 US\$1,100 - 1,600 €910 - 1,400

See De Witt Bailey, 'The Pattern 1824 Sea Service', *Journal of the Arms & Armour Society*, (March 2013), Vol. XXI, No. 1, pp. 11-15

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## A BRACE OF 16-BORE FLINTLOCK COMMERCIAL NEW LAND PATTERN SERVICE PISTOLS SIGNED DOBSON & BAKER, LONDON, CIRCA 1820

With barrels engraved and stamped respectively 'London', plain tangs, signed border engraved flat bevelled locks with rollers, border engraved ring-neck cocks, figured full stocks (one with old slender split in front of the lock), regulation brass mounts, and stirrup ramrods, Birmingham proof marks (2) 23 cm. barrels

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

Dobson & Baker are recorded as Silversmiths, Hardwaremen, Merchants & Gun Dealers at 56 Chiswell Street, London between 1819 and 1821. They were at Leadenhall Street between 1822 and 1824, and from 1825 became diamond dealers







## **MOSTLY 19TH CENTURY**

The first with ovoidal bag-shaped body with bevelled edges and stamped 'Sykes' on one side, brass top and nozzle, and retaining much of its original lacquered finish; a miniature reproduction powder-flask, the bag-shaped body stamped 'Sykes'; the third with wedge-shaped body with bevelled edges, and much of its original lacquered finish; the fourth with bag-shaped body embossed with a design of netting (cut-off spring incomplete); the fifth with bagshaped body embossed with 'Pharaoh's horses' within a roped oval and strapwork on each side, and with associated brass top (cut-off spring missing); two others, each with bag-shaped body embossed with vertical flutes, one nozzle stamped 'G. & J.W. Hawksley': another, the body embossed with vertical reeding; another, with body covered in black leather, the top stamped 'James Dixon & Sons, Sheffield'; and another, the copper body with bevelled edge, the top stamped 'Sykes Patent'; a shot-flask with bag-shaped leather body, and brass nozzle with sprung cut-off lever; three steel bullet moulds for casting spherical bullets (one pitted), two with one arm also forming a barrel-wrench; a Continental brass adjustable powdermeasure; and an Eley percussion cap tin (15) 9.5 cm. to 20.5 cm.

£300 - 450 US\$400 - 590 €340 - 510

#### **FLINTLOCK BLUNDERBUSSES**

#### A BRASS-BARRELLED FLINTLOCK BLUNDERBUSS WITH **SPRING BAYONET** BY MABSON & LABRON OF BIRMINGHAM, CIRCA 1820-25

With two-stage barrel turned and belled at the muzzle and fitted with a spring bayonet above, octagonal breech, border engraved tang with bayonet catch, signed border engraved flat bevelled lock with roller, figured full stock, border engraved brass mounts comprising buttplate with foliage on the heel tang, trigger-guard with acorn finial and decorated with a flower-head on the bow, turned ramrod-pipes, and brass-mounted ramrod, possibly original, Birmingham proof marks 36 cm. barrel

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

Mabson & Labron succeeded Dunderdale, Mabson & Labron (1807-1821) at 25 Russell Street, Birmingham in 1822. The firm became Mabson, Labron & Mabson trading at the same address between 1827 and 1833



#### A BRASS-BARRELLED FLINTLOCK BLUNDERBUSS WITH SPRING BAYONET BY GRIERSON, LONDON, CIRCA 1800

With three-stage barrel turned and belled at the muzzle and fitted with a spring bayonet above, octagonal breech becoming polygonal and signed along the top flat, border engraved tang with bayonetcatch, signed border engraved flat bevelled lock, figured full stock (some old bruising), border engraved brass mounts comprising flat scroll side-plate, butt-plate and trigger-guard with plain pineappleshaped finial, turned brass ramrod-pipe, and later brass-tipped ramrod, Tower private proof marks 39 cm. barrel

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

Charles Grierson was a workman of John Mantons. He is recorded at 10 New Bond Street between 1793 and 1841, and was Gunmaker to George III

87

#### A FLINTLOCK BLUNDERBUSS WITH SPRING BAYONET BY WALKER, ALMOST CERTAINLY ISAAC, NORWICH, CIRCA 1800

With re-browned three-stage barrel turned and belled at the muzzle and fitted with a side-mounted ramrod and a spring bayonet beneath, the bayonet released by a catch in front of the triggerguard, octagonal breech becoming polygonal and engraved 'Norwich' along the top flat, border engraved tang with a starburst in the sighting groove, signed flat bevelled lock with safety-catch, semi-rainproof pan and roller, figured half-stock (minor bruising) with chequered grip, plain iron butt-plate and trigger-guard, and associated brass-mounted ramrod 39 cm. barrel

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

#### Provenance

Sold in these Rooms, Fine Antique Arms and Armour..., 24 November 2010, lot 257

88

#### A FLINTLOCK BLUNDERBUSS WITH SPRING BAYONET BY H.W. MORTIMER, LONDON, GUN-MAKER TO HIS MAJESTY, LATE 18TH/EARLY 19TH CENTURY

With browned twist barrel (some light surface pitting) flared at the muzzle, signed along the breech at the sighting flat and fitted with a spring bayonet above (spring replaced), border engraved tang carrying the bayonet-catch, signed border engraved flat lock engraved with a starburst behind the pan, with a martial trophy below the safety-catch and with foliage on the stepped tail, foliate engraved cock, and roller, figured full stock with chequered grip, a dot in the centre of each diamond, border engraved brass mounts comprising butt-plate decorated with a martial trophy on the heel tang, and trigger-guard with pineapple finial and a further martial trophy on the bow, turned brass ramrod-pipes, and original horn-tipped ramrod with iron worm, London proof marks 36.2 cm. barrels

£1.800 - 2.200 US\$2,400 - 2,900 €2,000 - 2,500

#### Provenance

The Dr. T.J. Mortimer Collection sold in these Rooms, 30 November 2016, lot 366

Harvey Walklate Mortimer (1753-1819) was appointed Gunmaker to George III in 1783. He was at 89 Fleet Street between 1782 and 1799 and was Contractor to the East India Company from 1796 until 1806. He retired in 1811 and died in 1819

See H. Lee Munson, The Mortimer Gunmakers 1753-1923, 1992, pp. 198-201, pls. 307-309



#### A HIGHLY UNUSUAL IRISH 18-BORE FLINTLOCK D.B. CARBINE WITH SPRING BAYONET BY GEORGE TURNER, 154 CAPEL ST., DUBLIN, EARLY 19TH CENTURY

With re-browned twist octagonal barrels and rectangular breeches, broad sighting flat signed in full in foliated script, engraved with a martial trophy at the breeches and with brass bead fore-sight, box-lock action engraved with martial trophies, and with a scrolled serpent with two heads on the upper and lower tangs, engraved safety-catches each engaging with the back of the ring-neck cocks, rectangular pans each with platinum-lined touch-hole, figured butt (some old bruising) with chequered grip, vacant white-metal escutcheon on the left flat behind the action, border engraved steel butt-plate and trigger-guard each decorated with a martial trophy, spring bayonet with catch and mechanism mounted in front of the trigger-guard, and brass-mounted ramrod, possibly original (some wear and rust patination overall) 37 cm. barrels

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500

For a related example by Farrell McDermot, Dublin, circa 1815 see Christie's London, Fine Antique Firearms from the W. Keith Neal Collection, 25 October 2001, lot 36



#### **PERCUSSION REVOLVERS**

90

## A PIN-FIRE SIX-SHOT POCKET REVOLVER OF SMALL BORE LATE 19TH CENTURY

With blued fluted cylinder also forming the barrels, blued frame and rounded butt (some flaking), the latter with threaded cartridge-extracting rod (replaced) and chequered figured rounded grips, bright loading-gate, hammer and folding trigger, and much of its original finish, Birmingham proof marks 4.8 cm. barrels

£300 - 450 US\$400 - 590 €340 - 510 91

#### A 60-BORE PERCUSSION J.R. COOPER PATENT UNDER-HAMMER SIX-SHOT PEPPERBOX REVOLVER CIRCA 1845

With fluted barrels engraved at the muzzles, border engraved rounded white-metal action and butt decorated with scrolling foliage, the former engraved 'J.R. Cooper's Patent' on the left side, the latter with vacant shield-shaped escutcheon, thumbpiece safety-catch engaging with the nipple-shields, ring-trigger, and figured rounded grips, Birmingham proof marks 8.8 cm. barrels

£500 - 600 US\$660 - 790 €570 - 680

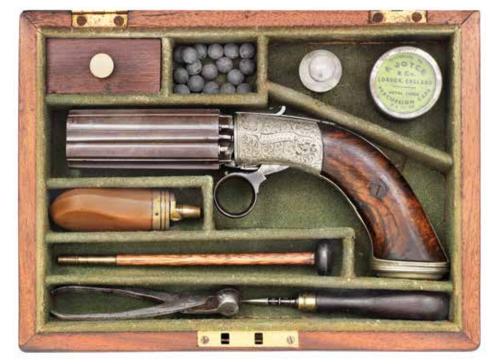
This incorporates Cooper's English Patent No. 8347 of 1840 and is of better quality than normally encountered. See A.W.F. Taylerson, R.A.N. Andrews and J. Frith, *The Revolver 1818-1865*, 1968, p. 45, pl. 5 (lower)



#### A CASED 120-BORE PERCUSSION SIX-SHOT PEPPERBOX REVOLVER MID-19TH CENTURY

With fluted case-hardened barrels, case-hardened rounded action, butt and trigger-guard all engraved with foliate scrollwork, case-hardened bar-hammer engraved with guilloche along the top, figured rounded grips, and most of its original finish: in relined and refitted brass-mounted mahogany case with accessories including brass-mounted cylindrical copper powder-flask, the interior of the lid with reproduction Watson & Hancock trade label, the exterior with vacant brass escutcheon, Birmingham proof marks 7 cm. barrels

£400 - 500 US\$530 - 660 €450 - 570



93

#### A CASED 80-BORE PERCUSSION J.R. COOPER PATENT UNDER-HAMMER SIX-SHOT PEPPERBOX REVOLVER MID-19TH CENTURY

With fluted barrels engraved with foliage around the muzzles, steel nipple-shield stamped 'J.R. Cooper', rounded whitemetal action and butt engraved with scrolling foliage against a hatched ground, the former engraved 'J.R. Cooper Patentee' on a scroll on the left side, the latter with hinged ovoidal butt-trap cover decorated en suite on the bottom oval, thumbpiece safety-stop, ringtrigger and under-hammer, and highly figured rounded grips (some rust patination and wear): in contemporary relined and refitted mahogany case with some accessories including brass-mounted powder-flask, the exterior of the lid with shaped vacant brass escutcheon, Birmingham proof marks 9 cm. barrels

£600 - 800 US\$790 - 1,100 €680 - 910

See footnote to lot 91

For a very fine example sold in these Rooms see Antique Arms, Armour & Modern Sporting Guns, 11 May 2016, lot 241



#### A CASED IRISH 60-BORE PERCUSSION SIX-SHOT PEPPERBOX REVOLVER BY WM. & JN. RIGBY, DUBLIN, NO. 10324 FOR 1851

With hand-detachable fluted barrel-block engraved with characteristic foliage in front of each nipple and on the rib between each muzzle, the spindle serving as the ramrod, foliate scroll engraved nipple-shield and bar-hammer, the former each retained by two screws, blued sprung barrel-block release studs, border engraved rounded action and trigger-guard retaining traces of original blueing and both engraved with characteristic scrolling foliage, the former signed in gothic script on a scroll over both sides, border engraved butt decorated en suite, blued thumbpiece safety-catch with chequered stud, blued trigger, chequered figured rounded grips, and traces of original finish (areas of rust patination and scattered pitting): in original oak case refitted and relined in plum velvet with some accessories including Dixon & Sons brass-mounted three-way powder-flask (minor dent) retaining most of its original lacquered finish, and reproduction brass charger, the interior of the lid with original maker's trade label (stained) with 24 Suffolk Street, Dublin address, the exterior with vacant circular brass escutcheon 7 cm. barrels

£2,500 - 3,000 US\$3,300 - 3,900 €2,800 - 3,400



D.H.L. Back, *Great Irish Gunmakers: Messrs Rigby 1760-1869*, 1992, p. 132. Recorded as sold to H. Porter





# A FINE 54-BORE PERCUSSION TRANSITIONAL GAS-SEALED SIX-SHOT REVOLVER OF LANG TYPE SIGNED T. BLISSETT, LIVERPOOL, IMPROVED PATENT, CIRCA 1860

With blued octagonal sighted barrel (minor loss of finish) engraved around the muzzle, signed along the top flat at the breech and decorated with foliate scrollwork on the flats either side of the top flat and on the border engraved arbor-wedge extension beneath, fluted case-hardened cylinder engraved in large numerals from '1' to '6' and decorated with foliage around the forward edges, border engraved case-hardened action decorated with foliate scrollwork, case-hardened dolphin hammer and stepped ovoidal butt-cap, the former with long chequered spur, the latter engraved with scrolling foliage and with hinged circular butt-trap cover, blued border engraved trigger-guard decorated with foliate scrollwork, finely chequered figured rounded butt, vacant white-metal escutcheon, and virtually all its original finish, London proof marks 14.5 cm. barrel

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

Thomas Blissett is recorded in Liverpool, Lancashire between 1834 and 1870

96

# A VERY RARE 36-BORE PERCUSSION WESTLEY RICHARDS PATENT FIVE-SHOT SELF-COCKING SIDE-HAMMER REVOLVER

## BY WESTLEY RICHARDS, 170 NEW BOND ST., LONDON (PATENTEE), NO. 129 FOR 1853

With blued octagonal sighted barrel signed in full along the top flat and engraved around the muzzle, blued top-strap secured by a scrolled pivot catch on the left above the action, serial numbered case-hardened cylinder with angled nipples, hinged arbor-pin catch, border engraved action decorated with scrolling foliage and retaining traces of original case-hardening, blued side-hammer with platinum filled gravity safety-stop, trigger-guard en suite with the action, ovoidal butt-cap with hinged circular butt-trap cover engraved with scrolling foliage, finely figured chequered rounded butt with spur, and retaining much of its original finish, Birmingham proof marks 15.5 cm. barrel

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

#### Provenance

Christie's South Kensington, The Capt. Hugh Roberts Collection..., 30 April 2013, lot 137

This revolver incorporates Westley Richards British Patent No. 14027 of 20 March 1852 and is thought to be the earliest of only about 300 that were produced. See A.W.F. Taylerson, R.A.N. Andrews and J. Frith, *The Revolver 1818-1865*, 1968, p.297, pl.34 (top)



#### A CASED 54-BORE PERCUSSION TRANSITIONAL SIX-SHOT REVOLVER RETAILED BY REILLY, 502 NEW OXFORD STREET, LONDON, MID-19TH CENTURY

With blued octagonal sighted barrel signed in full along the top flat, case-hardened cylinder, border engraved rounded action, butt, trigger-guard and bar-hammer all decorated with foliate scrollwork, the last with Barnett-type rear sight slot, and all retaining much original dull grey finish, chequered figured rounded grips, and much of its original finish: in original mahogany case fitted and lined in navy blue velvet with accessories including brass-mounted powder-flask in fair condition, ramrod and steel bullet mould, the interior of the lid with retailer's illustrated trade label (minor damage), the exterior with shaped brass escutcheon engraved with owner's initials 'JG', London and Birmingham proof marks 14 cm. barrel

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

Edward Michael Reilly is recorded at 502 Oxford Street, London between 1848 and 1860. In 1850 he published *A Treatise On Air Guns*, and was granted British Patent No. 1259 in 1869 for an 'Explosive bullet'. The business survived as a wholesale gunmakers until 1917







# A CASED 90-BORE PERCUSSION PRYSE & CASHMORE (DAW) PATENT FIVE-SHOT REVOLVER GEORGE H. DAW, 57 THREADNEEDLE ST., LONDON, PATENT NO. 516, CIRCA 1861-68

With blued octagonal sighted barrel signed in full along the top flat, serial numbered case-hardened cylinder numbered from '1' to '5' at the front between the chambers, blued border engraved frame engraved 'Patent No. 516' on one side, border engraved triggerguard and ovoidal butt-cap, the latter with lanyard ring, linked case-hardened rammer with sprung side-catch, chequered rounded butt with border engraved spur, vacant silver escutcheon, and much original finish (some loss of finish in places, hammer-nose repaired): in original lined and fitted oak case with accessories including G. & J.W. Hawksley brass-mounted powder-flask with split-ring for suspension and some original finish, and brass bullet mould, the interior with maker's trade label, the exterior with circular vacant brass escutcheon, London proof marks 12.7 cm. barrel

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500

This revolver incorporates C. Pryse and P. Cashmore's British Patent No. 2018 of 6 December 1855 and the rammer appears to be based on J. Blisset's British Patent No. 2069 of 13 September 1855. For further information see A.W.F. Taylerson, R.A.N. Andrews and J. Frith, *The Revolver* 1818-1865, 1968, pp. 228-230 and 309; and J.B. Bell and J. Philpott, 'Brief Notes on Transitional Type, Revolvers (part 2) and Daw Revolvers, *Black Powder*, June 1961, pp. 2-3

Cf. a very similar example (no. 1696) sold in these Rooms, Antique Arms & Armour..., 30 November 2016, lot 281



# Fred Barnes E. Gun & Hakers, and Sword Cathers, 109, Machinch Street, Fondon I.

101

# A CASED 120-BORE PERCUSSION BEAUMONT-ADAMS PATENT FIVE-SHOT REVOLVER RETAILED BY FRED.K, BARNES, 109 FENCHURCH ST.T, LONDON, NOS. B17,477 AND 33,224. R., CIRCA 1855

With blued octagonal sighted barrel, blued top-strap engraved with retailer's name and address, blued serial numbered cylinder and border engraved frame, blued rammer, safety-stop, arbor pin and catch, trigger-guard stamped 'B1580' on the inside, figured rounded butt, and nearly all its original finish (trigger-guard and butt-cap with loss of finish): in original lined and fitted oak case with accessories including brass-mounted wedge-shaped flask retaining virtually all its original lacquered finish, and Adams patent brass bullet mould, the interior of the lid with retailer's trade label, the exterior with shaped vacant brass escutcheon, London proof marks

11 cm. barrel

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

Frederick Barnes & Co., Gun Makers and Sword Cutlers were at 109 Fenchurch Street, London between 1851 and 1904



102

# A CASED PRESENTATION 54-BORE PERCUSSION TRANTER PATENT THIRD MODEL FIVE-SHOT SELF-COCKING REVOLVER RETAILED BY J. BLANCH & SON. GRACECHURCH ST.

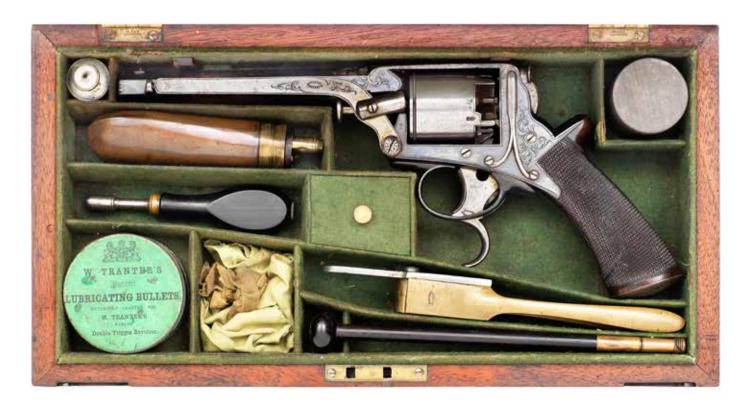
RETAILED BY J. BLANCH & SON, GRACECHURCH ST., LONDON, NO. 9,295. T., DATED 1861

With blued octagonal sighted barrel (some loss of finish on the bottom flats, fore-sight incomplete), engraved around the muzzle and with foliage on each side at the breech, border engraved top-strap with retailer's name and address, cylinder with knurled forward edge, blued border engraved frame, trigger-guard and ovoidal butt-cap each decorated with foliate scrollwork, bright patent double-trigger and scroll engraved rammer, sprung safety-stop and blued arbor pincatch, chequered figured rounded butt (old bruise on one side), and much original finish (minor rust patination in places): in original lined and fitted mahogany case with some accessories including brassmounted powder-flask (dented), and brass bullet mould, the exterior of the lid (some old scratching and bruising) with circular brass escutcheon engraved 'Presented to Capt n. H.T. Evans by his Chief and Second Officers 1861.', London proof marks 15.7 cm. barrel

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

John Blanch & Son are recorded at 29 Gracechurch Street, London between 1848 and 1914





# A FINE AND RARE 56-BORE PERCUSSION EARLY ADAMS PATENT 1851 MODEL FIVE-SHOT SELF-COCKING REVOLVER BY DEANE, ADAMS & DEANE, 30 KING WILLIAM ST.T, LONDON BRIDGE, NO. 9649.R., CIRCA 1855

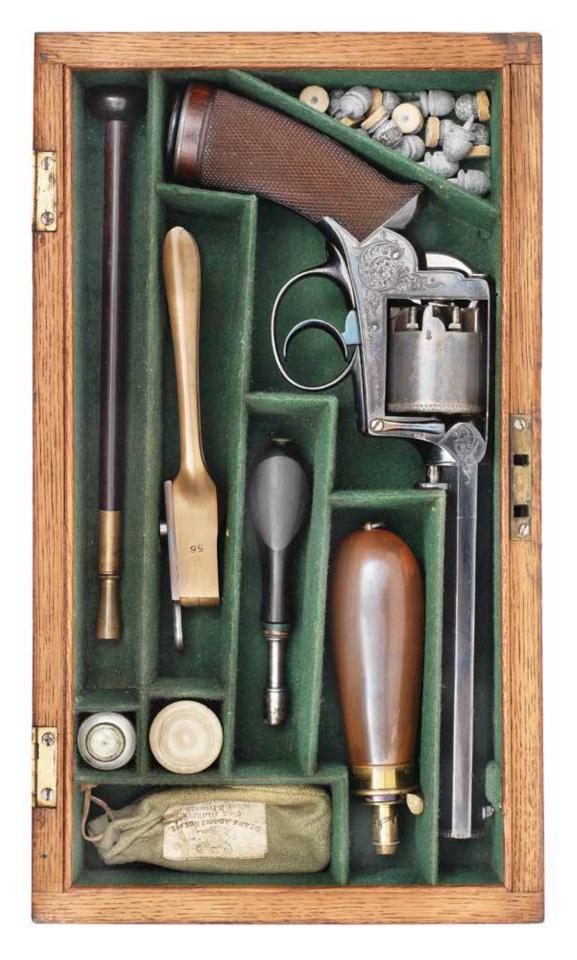
With blued octagonal sighted barrel engraved around the muzzle and with scrolling foliage on each side of the breech, blued top-strap signed in full and extending along the sighting flat, case-hardened serial numbered cylinder engraved around the forward edge, blued border engraved frame (slender scratch on one side) decorated with foliate scrollwork, blued trigger-guard and stepped ovoidal butt-cap decorated en suite, blued trigger, safety-stop, arbor-pin and catch, chequered figured rounded butt, and retaining virtually all its original finish: in original lined and fitted oak case with accessories including James Dixon & Sons brass-mounted powder-flask with split-ring for suspension and retaining much of its original lacquered finish (cut-off spring incomplete), and Adams patent brass bullet mould stamped '56', and in fine condition, the exterior of the lid with circular vacant brass escutcheon, London proof marks 17 cm. barrel

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

This revolver appears to be unfired

For another example sold in these Rooms see Antique Arms and Armour..., 22 April 2009, lot 320

See footnote to lot 99





#### **PERCUSSION PISTOLS**

104

## AN IRISH 120-BORE PERCUSSION BOX-LOCK TURN-OVER POCKET PISTOL BY KAVANAGH, DUBLIN, CIRCA 1840-50

With turn-off barrels each engraved around the muzzle and numbered '5' and '6' respectively, foliate engraved breeches numbered to correspond, signed border engraved action decorated with foliage, dolphin hammer (replaced during the pistol's working life), folding trigger behind the nipple-spur, figured slightly swelling rounded butt (old bruise on the back), and two vacant silver escutcheons (some light rust patination) 4.5 cm. barrels

£350 - 450 US\$460 - 590 €400 - 510

The Kavanagh family of gunmakers was established in Dublin 1796 and ceased trading in 1923. For more information see Richard J. Garrett, *Irish Gunmakers*, 2008, pp. 31-33

For similar pistols sold in these Rooms see Fine Antique Firearms from the W. Keith Neal Collection, 10 November 2005, lot 63; and Antique Arms & Armour..., 29 November 2017, lot 253

105

## A 40-BORE PERCUSSION D.B. BOX-LOCK PISTOL WITH UNUSUALLY SHORT BARRELS AND SPRING BAYONET MID-19TH CENTURY

With blued octagonal barrels fitted with a spring bayonet above, border engraved action and dolphin hammers decorated with foliate scrollwork, engraved bayonet-catch, blued border engraved triggerguard and ovoidal butt cap both decorated with foliate scrollwork, chequered figured rounded butt, vacant white-metal escutcheon, stirrup ramrod, and some original finish, Birmingham proof marks 5.1 cm. barrels

£600 - 900 US\$790 - 1,200 €680 - 1,000





#### A CASED PAIR OF IRISH 80-BORE PERCUSSION BOX-LOCK TURN-OVER PISTOLS BY WM. & JN. RIGBY, DUBLIN, NOS. 9568/9 FOR 1846

With turn-off barrels engraved around the muzzles and numbered from '1' to '4' at the breeches, case-hardened foliate scroll engraved breeches, actions with three bents and signed in gothic script on a scroll over each side, and dolphin hammers, blued folding triggers, chequered figured flattened rounded butts, two vacant silver escutcheons, and some original finish: in original lined and fitted mahogany case with lift-out tray and some accessories including brass-mounted three-way powder-flask (dented on one side), barrel-key, probably original, and bullet mould, the interior of the lid with original trade label with 24 Suffolk Street, Dublin address, the exterior with circular vacant brass escutcheon

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

4.2 cm. barrels

#### Provenance

Sold in these Rooms, Antique Arms, Armour & Militaria, 24 November 1999, lot 246

#### Literature

D.H.L. Back, *Great Irish Gunmakers: Messrs Rigby 1760-1869*, 1992, p. 107, pl. 41. Recorded as built for H. Packenham



108

#### A FINE CASED PAIR OF IRISH 36-BORE PERCUSSION SAW-HANDLED DUELLING OR TARGET PISTOLS BY WM. & JN. RIGBY, DUBLIN, NOS. 7085/6 FOR 1835

With etched twist barrels each signed in gothic script along the top flat and with blued fore-sight, foliate engraved case-hardened breeches each with three platinum lines and pierced platinum plug, foliate engraved case-hardened tangs and border engraved detented back-action locks, the former each with blued back-sight, the latter each signed in gothic script on a scroll, foliate engraved dolphin hammers, highly figured half-stocks each with characteristic spur and chequered rounded butt with ovoidal pommel, steel mounts comprising border engraved case-hardened pommel-caps each with retaining screw centred on foliage, blued spur trigger-guards each decorated with foliate scrollwork on the border engraved bow, blued trigger-plates each with pineapple finial, vacant silver escutcheons, barrel-bolt escutcheons and fore-end caps, set triggers, original horn-tipped ramrods each with threaded cap over the worm, and retaining nearly all their original finish: in original lined and fitted brassmounted mahogany case serial numbered to the pistols and with accessories including brass-mounted powder-flask retaining nearly all its original lacquered finish, brass-mounted mallet/cleaning rod, bullet mould and wad-cutter, the interior of the lid with maker's trade label (minor damage), the exterior (slender old split) with flush-fitting brass carrying handle centred on a circular vacant brass escutcheon, and complete with its leather travelling cover (worn and refurbished) 20.3 cm. barrels

£10,000 - 15,000 US\$13,000 - 20,000 €11,000 - 17,000

#### Provenance

Sotheby & Co., London, Arms And Armour..., 25 March 1968, lot 266 Christie's South Kensington, Antique Arms And Armour, 27 April 1988, lot 257

#### Literature

Peter Hawkins, *The Price Guide To Antique Guns & Pistols*, 1973, p. 153

D.H.L. Back, *Great Irish Gunmakers: Messrs Rigby 1760-1869*, 1992, p. 75. Recorded as sold to Capt n. Murray for £26.5.0





### A 50-BORE FLINTLOCK BOX-LOCK POCKET PISTOL SIGNED WILSON, LONDON, CIRCA 1815

With turn-off barrel engraved with a broad band of foliage around the muzzle, border engraved rounded action decorated with scrolling foliage on each side and signed beneath the waisted ovoidal rainproof pan over both sides, engraved thumbpiece safety-catch also locking the steel, folding trigger within a border of repeated foliage, finely chequered figured rounded butt, and vacant silver escutcheon (steel parts with old patination), Birmingham proof marks 4.2 cm. barrel

£350 - 450 US\$460 - 590 €400 - 510

Probably retailed by Alexander Wilson who is recorded as having worked for both John and Joseph Manton. He set-up in business at 14 Tichborne Street between 1805 and 1811, and in June 1810 Joseph Manton brought an action against him for making double barrelled guns with elevated ribs which were protected by Manton's Patent No. 2966 of 1806. He was at 1 Vigo Lane, Piccadilly, between 1826 and 1829. See W. Keith Neal & D.H.L Back, *The Manton Supplement*, 1978, pp. 126-130 and p. 174

110

### A 40-BORE FLINTLOCK BOX-LOCK POCKET PISTOL BY BURNIE, BERWICK, CIRCA 1815

With turn-off barrel, border engraved rounded action signed beneath the pan over each side and decorated with a martial trophy on both sides, thumbpiece safety-catch also locking the steel (top jaw and screw replaced), folding trigger, vacant shield-shaped silver escutcheon, and figured rounded butt (some rust patination), private Birmingham proof marks 5.5 cm. barrel

£200 - 300 US\$260 - 400 €230 - 340

James Burnie is recorded in Berwick-upon-Tweed, Northumberland between 1810 and 1828

111

### A 54-BORE FLINTLOCK BOX-LOCK POCKET PISTOL BY BASS, LONDON, LATE 18TH CENTURY

With turn-off barrel, border engraved action signed within an oval against a martial trophy over both sides, thumbpiece safety-catch also locking the steel (top jaw and screw replaced), trigger-guard engraved with a star on the bow, and figured flat-sided butt (minor rust patination), London proof marks 4.5 cm. barrel

£200 - 300 US\$260 - 400 €230 - 340

John Bass, in partnership with his uncle, John Fox Twigg, as Twigg & Bass between 1788 and 1790, is recorded working on his own at 19 Green Park Row, Piccadilly, between 1793 and the year of his death in 1794

112

#### A SMALL PAIR OF 100-BORE FLINTLOCK BOX-LOCK POCKET PISTOLS BY BRIDLE, HONITON, CIRCA 1820

With re-blued turn-off barrels each engraved with foliage around the muzzle, border engraved actions each signed within an oval between foliage over both sides (one side worn), engraved thumbpiece safety-catches, folding triggers, figured flat-sided butts, and vacant white-metal escutcheons, Birmingham proof marks (2) 3.3 cm. barrels

£500 - 600 US\$660 - 790 €570 - 680

Two makers with the surname Bridle are recorded working in Devon, however neither of them worked in Honiton

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





#### A 90-BORE FLINTLOCK BOX-LOCK OVER-AND-UNDER TAP-ACTION PISTOL BY WELCH, BANBURY, CIRCA 1815-20

With turn-off barrels each engraved with a broad band of foliage around the muzzle, border engraved breeches and action, the latter signed within an oval against a martial trophy over both sides, engraved thumbpiece safety-catch also locking the steel, folding trigger, figured flat-sided butt (minor old bruising), and vacant silver escutcheon, Birmingham proof marks 3.8 cm. barrels

£500 - 700 US\$660 - 920 €570 - 800

Jabez Bloxham Welch is recorded in Banbury, Oxfordshire between 1808 and 1852

114

#### A 54-BORE FLINTLOCK BOX-LOCK OVER-AND-UNDER TAP-ACTION PISTOL WITH SPRING BAYONET SIGNED RIVIERE, LONDON, EARLY 19TH CENTURY

With turn-off barrels numbered '2' and '3' respectively, the lower one fitted with a spring bayonet beneath, border engraved breeches and action, the former numbered to correspond, the latter signed within an oval against a martial trophy over both sides, engraved thumbpiece safety-catch also locking the steel (replaced as are the top-jaw and screw), sprung trigger-guard engraved with a star on the bow, figured flat-sided butt, and vacant silver escutcheon, private Birmingham proof marks 7.5 cm. barrels

£500 - 700 US\$660 - 920 €570 - 800

Almost certainly retailed by Isaac 2 Riviere who was granted English Patent No. 5175 (for concealed percussion locks) in 1825. His lock was rejected by the Ordnance in 1834. He joined the H.A.C. in 1821, became a Captain in the Jäger Corps in which he served between 1833 and 1848, and died in 1851

A RARE 100-BORE FLINTLOCK BOX-LOCK SIDE-BY-SIDE TAP-ACTION POCKET PISTOL BY HETHERINGTON, NOTTINGHAM, CIRCA 1820

With turn-off barrels each engraved with a broad band of foliage around the muzzle and numbered '2' and '3' respectively to correspond with the breeches, border engraved breeches and action, the latter signed within an oval against a martial trophy over both sides, engraved thumbpiece safety-catch also locking the steel, rectangular pan, folding trigger within a border of repeated foliage, chequered figured rounded butt with border engraved silver butt-cap, and vacant silver escutcheon, Birmingham proof marks 3.8 cm. barrels

£1,200 - 1,500 US\$1,600 - 2,000 €1,400 - 1,700

John Hetherington is recorded in Nottingham, Nottinghamshire between 1817 and 1844

110

#### AN 80-BORE FLINTLOCK BOX-LOCK THREE-BARRELLED TAP-ACTION PISTOL WITH SPRING BAYONET BY COOK, SHEPTON MALLET, CIRCA 1815-20

With re-blued turn-off barrels, the lower one fitted with spring bayonet beneath, border engraved case-hardened breeches and action, the latter signed within an oval against a martial trophy over both sides, engraved thumbpiece safety-catch also locking the steel, blued sprung trigger-guard engraved with a star on the bow, figured flat-sided butt chequered along the back, and vacant silver escutcheon, Birmingham proof mark 6.3 cm. barrels

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

John Cook is recorded in Shepton Mallet, Somerset between 1797 and 1839 117

## A 100-BORE FLINTLOCK BOX-LOCK THREE-BARRELLED TAP-ACTION PISTOL

#### BY J.H. GILL, LIVERPOOL, CIRCA 1800

With turn-off bronze barrels numbered from '1' to '2' at the breeches, border engraved bronze breeches numbered to correspond, border engraved bronze action signed in script beneath a garland on one side, and engraved 'Liverpool' within an oval suspended from a garland on the other, engraved thumbpiece safety-catch also locking the steel, folding trigger, figured flat-sided butt, and shield-shaped silver escutcheon engraved with a baron's crest, London proof marks 7.3 cm. barrels

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500

#### Provenance

The Norman H. Dixon Collection sold in these Rooms 18 April 2012, lot 282

#### Literature

Norman Dixon, Georgian Pistols ..., 1971, pp. 141-143, pl. 80

This maker appears to be unrecorded

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.







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

Lacy & Co. also known as Lacy & Witton are recorded as Hardwaremen, Gunmakers & Sword Cutlers at various addresses in the City of London between 1815 and 1835. In 1832 they were appointed Contractors to Ordnance, and in 1836 the company became Lacy & Reynolds



# A 50-BORE FLINTLOCK TRAVELLING PISTOL BY T. MORTIMER, GUN-MAKER TO HIS MAJESTY, CIRCA 1820

With re-browned twist sighted barrel retaining much original browning beneath and engraved 'Gun-Maker to his Majesty' in part gothic script along the sighting flat, case-hardened breech engraved with a martial trophy, platinum line and platinum-lined touch-hole, tang with back-sight and engraved with a plumed close-helmet and two shields, the latter with a fleur-de-lys and crescent moons respectively, signed border engraved flat bevelled detented lock decorated with a starburst behind the semi-rainproof pan and a martial trophy on the short stepped tail, engraved safety-catch and cock, and roller, figured half-stock (some old bruising) with chequered rounded butt, engraved steel trigger-guard retaining traces of original blueing and with short pineapple finial, border engraved bow decorated with a martial trophy, vacant silver escutcheon and barrel-bolt escutcheons, slotted rear ramrod-pipe, later horn-tipped ramrod, and some original finish, Birmingham proof marks 8 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910

# Provenance

The Dr. T. J. Mortimer Collection sold in these Rooms, 30 November 2016, lot 377

## Literature

H. Lee Munson, *The Mortimer Gunmakers* 1753-1923,1992, p. 65-66, pl. 99

See footnote to lot 134

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# A FLINTLOCK BLUNDERBUSS-PISTOL SIGNED DUST, LONDON, EARLY 19TH CENTURY

With two-stage brass barrel turned and belled at the muzzle, octagonal breech engraved 'London' on the top flat, border engraved tang decorated with foliage, sparsely engraved signed flat bevelled lock with safety-catch and roller, figured full stock with rounded butt, brass trigger-guard with pineapple finial and engraved with a martial trophy on the bow, vacant brass escutcheon, and original brass-tipped ramrod with iron worm, Birmingham proof marks 12.7 cm. barrel

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

# Provenance

Sold in these Rooms, Antique Arms & Armour..., 24 April 2013, lot 436

A John Dust is recorded at 125 Strand between 1817 and 1820



# A PAIR OF FLINTLOCK BOX-LOCK BLUNDERBUSS-PISTOLS BY J. & W. RICHARDS, LONDON, EARLY 19TH CENTURY

With brass barrels and actions in one piece, the former turned and belled at the muzzles, and with turned ramrod-pipes beneath, the actions with wrigglework borders and signed within panels against martial trophies over each side, engraved thumbpiece safety-catches, trigger-guards each engraved with a flower-head on the bow, figured flat-sided butts, and horn-tipped ramrods each with iron worm (trigger-guards and butts replaced), London proof marks and maker's mark 'R' (2) 16 cm. barrels

£1,800 - 2,200 US\$2,400 - 2,900 €2,000 - 2,500

Joseph & William Richards are recorded in Birmingham between 1799 and 1817 where they had a factory. Between 1808 and 1810 they are recorded at 16 Staining Lane, London. Joseph is recorded as carrying on the business alone in Birmingham between 1815 and 1830





# A 20-BORE FLINTLOCK BRASS-MOUNTED LIVERYMAN'S OR COACHMAN'S PISTOL BY FREEMAN, LONDON, CIRCA 1740

With slightly swamped barrel (light pitting overall) engraved 'London' within an elongated loop along the top flat at the breech, plain tang, signed rounded lock (jaw screw replaced), figured full stock with apron around the barrel tang, brass mounts comprising flat scroll side-plate, escutcheon numbered '1', pommel of regulation type with short spurs, and trigger-guard with pointed finial, brass ramrodpipe, and later wooden ramrod, London proof marks and Freeman's barrelsmith's mark

18 cm. barrel

£450 - 550 US\$590 - 720 €510 - 630 126

# A 22-BORE FLINTLOCK BRASS-MOUNTED PISTOL BY JOSEPH GRIFFIN, LONDON, CIRCA 1760

With bright barrel signed within an elongated loop along the top flat at the breech, border engraved tang decorated with foliage, signed border engraved rounded lock, figured full stock (scattered old bruising) carved with a drop behind the barrel tang, mounts comprising side-plate pierced and engraved as a foliate cartouche involving flower-heads, border engraved vacant escutcheon with a shell above and drapery below, grotesque mask butt-cap, triggerguard decorated with a flower-head on the border engraved bow and with early form of acorn finial, brass ramrod-pipes (forward one with minor damage), and brass-tipped ramrod with iron worm, London proof marks and Griffin's barrelsmith's mark 19.4 cm. barrel

£600 - 800 US\$790 - 1,100 €680 - 910

# Provenance

Sold in these Rooms, Antique Arms, Armour & Modern Sporting Guns, 17 May 2017, lot 304

Joseph Griffin was turned over to his father in 1741 and was free of the Gunmakers' Company in 1750. He was appointed Gentleman Armourer to His Majesty's Stables-in-Ordinary in 1760 and was elected Master of the Gunmakers' Company in 1761 and 1763. In partnership with his father until 1770 and with John Tow between 1771 and 1782, he died in 1784



With cannon barrels, breeches signed along the top, border engraved tangs decorated with foliage, border engraved rounded locks each signed beneath the chiselled steel-spring (one retaining screw forward of the steel-spring replaced), moulded figured half-stocks (one with minor chip at the tail of the lock-plate and small split beneath) each carved with a shell behind the barrel tang, border engraved steel mounts comprising fore-end caps each extending back to form the trigger-plate, shaped side-plates each decorated with foliage, trigger-guards each with pointed finial and engraved with a flower-head on the bow, vacant silver cartouche-shaped escutcheons each with cast and chased foliate borders, and silver grotesque mask butt-caps (some wear and light rust patination), London proof marks and Turvey's barrelsmith's mark (2) 14.3 cm. barrels

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

William 1 Turvey was apprenticed to Edward 1 Turvey in 1703. He was elected Master of the Gunmakers' Company in 1733, and died by 1744. Following his death the business was carried on by his widow Sara



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





# A PAIR OF 22-BORE FLINTLOCK SILVER-MOUNTED TURN-OFF PISTOLS BY JAMES FREEMAN (JUNIOR), LONDON, LONDON HALLMARKS AND SILVERSMITH'S MARK JA, CIRCA 1745

With swamped two-stage barrels numbered '1' and '2' respectively, breeches numbered to correspond, signed along the top and engraved 'London' beneath the chiselled steel-springs, plain shaped tangs each secured by a screw, plain actions, cocks, steels and sliding trigger-guard safety-catches, figured swelling rounded butts (some old bruising) finely carved in relief with foliage around each barrel tang, finely cast and chased silver mounts comprising pierced foliate side-plates, foliate escutcheons each with a scallop shell above and engraved with owner's crest of Newman, and grotesque mask butt-caps (steel parts patinated, one barrel with a patch of pitting), London proof marks and Freeman's barrelsmith's mark (2) 13.5 cm. barrels

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

James Freeman, son of James Paul, was apprenticed to his father in 1730, free of the Gunmakers' Company in 1738, and Master in 1754. He died in 1756

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



# A PAIR OF 20-BORE FLINTLOCK SILVER-MOUNTED TURN-**OFF PISTOLS** BY J. HALL, LONDON, INDISTINCT LONDON SILVER

HALLMARKS AND SILVERSMITH'S MARK JA, MID-18TH **CENTURY** 

With cannon barrels, border engraved breeches each inscribed 'London' and decorated with a band of foliage between pairs of cross-hatched circles in front of a ramp at the rear, and signed beneath the chiselled steel-springs, shaped border engraved tangs decorated with foliage, border engraved actions and rounded cocks (probably repaired), trigger-guards each engraved with a flower-head on the bow, figured rounded butts each carved with a shell behind the barrel tang, cast and chased mounts comprising trophy of arms side-plates, vacant trophy of arms escutcheons, and grotesque mask butt-caps (some scattered light pitting), London proof marks and Hall's barrelsmith's mark (3)

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400

16.5 cm. barrels

# Literature

Gerald J. Oliver, 'Cannon-barrel 'Queen Anne', The typical pistol of old England', guns review, Vol. 3, No. 10 (October 1963), pp. 24-27, illustrated in black and white, and in colour on the front cover (a copy of the magazine is offered with the lot)

The maker in John 4 Hall son of John 3 to whom he was apprenticed in 1729. He was free of the Gunmakers' Company in 1736, elected Assistant in 1741, and died in 1746

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







# A LARGE PAIR OF 22-BORE FLINTLOCK BOX-LOCK PISTOLS BY FREEMAN, PROBABLY JAMES (JUNIOR), LONDON, MID-18TH CENTURY

With turn-off cannon barrels, one numbered '1' at the breech, the breeches each engraved with foliage on one side beneath the border engraved raised ovoidal pan, border engraved rounded actions each signed on a foliated scroll on one side and engraved 'London' beneath a rocaille and a martial trophy on the other, thumbpiece safety-catches each engraved with chequering, trigger-guards each engraved with a shell in an oval on the bow, swelling figured rounded butts inlaid with silver wire scrollwork, rocailles and an engraved silver flower-head behind the action tang, silver lion and rampart butt-caps within a border of foliage, and in fine condition, London proof marks and barrelsmith's mark possibly of Thomas Brueton, indistinct silver marks (2)

15 cm. barrels

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

# Provenance

The Late Alan John Cotton Collection sold in these Rooms, 17 May 2017, lot 339

Bonhams Knightsbridge, Antique Arms and Armour..., 26 November 2008, lot 403

The maker is James Freeman, son of James Paul Freeman to whom he was apprenticed in 1730. He was elected Master of the Gunmakers' Company in 1754 and died in 1756. Both father and son were noted for their breech-loading pistols

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



A PAIR OF 25-BORE FLINTLOCK SILVER-MOUNTED TURN-OFF PISTOLS BY DELANEY, LONDON, CIRCA 1745

With cannon barrels, one numbered '1' at the breech, breeches each engraved with a scallop shell and foliage and signed beneath the steel-spring, waisted border engraved tangs decorated en suite with the breeches, border engraved box-lock actions and foliate engraved cocks, sliding trigger-guard safety-catches each engraved with a shell in an oval on the bow, swelling figured rounded butts each inlaid with fine silver wire scrollwork and rocailles, a scallop shell around each barrel tang, and a martial trophy between the escutcheon and butt-cap, cast and chased mounts comprising pierced trophy of arms side-plates, vacant trophy of arms escutcheons, and grotesque mask butt-caps (steel parts with some light rust patination), private Birmingham proof marks and barrelsmith's mark 'RE' (2) 12.7 cm. barrels

£3,000 - 4,000 US\$3,900 - 5,300 €3,400 - 4,500

# Provenance

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The Late Alan John Cotton Collection sold in these Rooms, 17 May 2017, lot 338

Henry Delaney, a Huguenot, was admitted to the freedom of the Gunmakers' Company in 1715. He is recorded as a maker of fine breech-loading sporting guns and silver-mounted pistols, and was the maker of a large crossbow with built-in cranequin in the Marquis of Bath's collection, Longleat. See J.F. Hayward, 'The Huguenot Gunmakers of London', *Journal of the Arms & Armour Society*, Vol. VI, No. 4 (December 1968), pp. 124-125

each Lot catalogue.

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



# A CASED PAIR OF IRISH 22-BORE FLINTLOCK TUTENAG-MOUNTED **DUELLING PISTOLS** BY HUTCHINSON, DUBLIN, LATE 18TH **CENTURY**

With re-browned slightly swamped octagonal sighted barrels each signed along the top flat and engraved with a band of beadwork at the rear (gold touch-holes replaced), raised back-sights with gold lines, border engraved tangs decorated with flowering foliage, signed flat bevelled locks (cocks possibly replaced or repaired, two side nails replaced) each engraved with foliage on the stepped tail and with engraved safety-catch, and roller bearing on a ramp on the steel-spring, figured full stocks (some old bruising, forestocks with some repairs and now with takedown fore-end tips) with flat-sided rounded butts, mounts comprising petalled side-nail cups, border engraved butt-caps each with a flower-head centred on the retaining screw, trigger-guards each with acorn finial and engraved with flower-heads on the bow, turned ramrod-pipes, silver escutcheons each retaining traces of owner's initials, and later horn-tipped ramrods, one with iron worm: in relined and refitted oak case, probably original, with some accessories including later brass-mounted three-way flask in fair condition, loading/cleaning rod and bone pan brush, the exterior of the lid with flush-fitting brass carrying handle, London proof marks retaining traces of gold linings 25.5 cm. barrels

£2,500 - 3,000 US\$3,300 - 3,900 €2,800 - 3,400

Michael Hutchinson is recorded at 8 Dame Street, Dublin between 1775 and 1812





# A FINE PAIR OF CASED 15-BORE FLINTLOCK DUELLING PISTOLS

# BY T.J. MORTIMER, ST. JAMES'S ST., MAKER TO HIS MAJESTY, LONDON, NO. 1204, CIRCA 1825

With re-browned twist octagonal barrels each engraved 'Maker to his Majesty, London' in scrolled gothic script between foliage along the top flats at the breech, copper fore-sights, case-hardened breeches each engraved with martial trophies between engraved platinum lines on the top flats, platinum-lined touch-holes, case-hardened foliate engraved tangs each with back-sight, case-hardened border engraved flat bevelled detented locks each signed in part gothic script and decorated with foliage involving a martial trophy at the stepped rounded tail, engraved safety-catches, rainproof pans, and blued steel-springs each with roller, cocks decorated en suite including the top jaws, highly figured half-stocks each with chequered rounded butt and silver fore-end cap, blued steel triggerquards (one with some loss of finish) each decorated en suite with the locks on the bow and with foliate engraved pineapple-shaped finial, turned blued ramrod-pipes, adjustable set triggers, vacant silver escutcheons and barrel-bolt escutcheons, original brassmounted ramrods, and much original finish: in original brass-mounted mahogany case fitted and lined in navy blue velvet with two spare mainsprings and accessories including brass-mounted three-way powder-flask covered in red leather (dented and worn), steel bullet mould, and brass-tipped loading rod with worm, the interior of the lid with large illustrated trade label (minor damage), the exterior with circular flush-fitting brass carrying handle centred on a circular vacant brass escutcheon, London proof marks 23.8 cm. barrels

£15,000 - 18,000 US\$20,000 - 24,000 €17,000 - 20,000 Thomas Jackson Mortimer was apprenticed to his father, Thomas Elsworth, in 1795. He joined his father as T. Mortimer & Son at 44 Ludgate Hill, London between 1807 and 1824. He was in business on his own account at 21 St. James's Street, London between 1818 and 1821; 38 St. James's Street between 1822 and 1824; and 34 St. James's Street between 1824 and the year of his death in 1833. Following his death his widow Elizabeth continued to reside at the same address until 1838

For the label see H. Lee Munson, *The Mortimer Gunmakers 1753-1923*, 1992, pp. 278-279, pl. 459





# A RARE CASED PAIR OF 28-BORE FLINTLOCK SAW-HANDLED DUELLING PISTOLS BY H.W. MORTIMER & SON, LONDON, GUN-MAKERS TO HIS MAJESTY, NO. 1116, CIRCA 1810

With browned twist octagonal sighted barrels (the upper flats with some light rust patination and loss of browning) each signed in full along the top flat at the breech, breeches each with gold line and platinum-lined touch-hole, grooved tangs each engraved with foliate border and fitted with a back-sight, signed border engraved serial numbered flat locks each decorated with a sunburst behind the semi-rainproof pan and with a martial trophy on the tail, engraved 'French' cocks, blued safety-catches and steel springs, the latter each with roller, figured full stocks (one fore-end split through at the forward barrel-wedge) each with grooved spur for sighting, chequered rounded butts with flat ovoidal pommels, the latter each with border engraved oval steel plate, blued border engraved spur trigger-guards each engraved with the maker's address in an oval against a marital trophy and foliage on the bow, engraved pineappleshaped finials, turned ramrod-pipes, adjustable set triggers, original horn-tipped ramrods, one with iron worm, the other threaded for a powder-measure, and some original finish: in original lined and fitted mahogany case with some accessories including later brassmounted three-way powder-flask retaining some of its original lacquered finish, the interior of the lid with maker's illustrated trade label, the exterior with flush-fitting brass carrying handle, London proof marks

24.2 cm. barrels

£18,000 - 22,000 US\$24,000 - 29,000 €20,000 - 25,000 For a similar pair of pistols sold in these Rooms see Antique Arms & Armour..., 22 April 2009, lot 344

Harvey Walklake 2 Mortimer was apprenticed to his father in 1791. He was in partnership with his father and uncle as H.W. Mortimer, Son & T. Mortimer between 1800 and 1806, with his father as H.W. Mortimer & Son from 1806 to 1813 and on his own account as a gunmaker at 89 Fleet Street, from 1814 to 1816, the year of his retirement to Algar House, Fersfield, Norfolk

For the trade label see H. Lee Munson, *The Mortimer Gunmakers 1753-1923*, 1992, pp. 274-275, pl. 454

# **END OF MORNING SESSION**

The Richard Garrett Collection will commence at 2pm in the Montpelier Room



# **Bonhams**

**AUCTIONEERS SINCE 1793** 



# The Richard Garrett Collection of Antique Firearms & Related Items

Montpelier Street, London | 28 November 2018 at 2pm

# **ENQUIRIES**

+44 (0) 20 7393 3807 david.williams@bonhams.com bonhams.com/armsandarmour AN UNUSUAL GERMAN ALL-METAL WHEEL-LOCK BELT PISTOL, LATE 16TH CENTURY, PROBABLY NUREMBERG £10,000 - 15,000 \*

A FINE GERMAN WHEEL-LOCK HOLSTER PISTOL, AUGSBURG, LATE 16TH CENTURY £12,000 - 15,000 \*

A RARE GERMAN WHEEL-LOCK HAND MORTAR, CIRCA 1600 £10,000 - 15,000 \*

# **Bonhams**

**AUCTIONEERS SINCE 1793** 



# Antique Arms, Armour & Modern Sporting Guns

Including the Max Gau Collection (Part I)

Montpelier Street, London | 29 November 2018 at 10.30am and 2pm

# **ENQUIRIES**

Antique Arms & Armour +44 (0) 20 7393 3807 david.williams@bonhams.com Modern Sporting Guns +44 (0) 20 7393 3815 patrick.hawes@bonhams.com bonhams.com/armsandarmour

# **NOTICE TO BIDDERS**

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

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

# 1. OUR ROLE

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

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

# 2. LOTS

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

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable 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 Buver.

# The Seller's responsibility to you

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

# Bonhams' responsibility to you

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

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

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

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

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

#### **Alterations**

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer 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*.

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
- "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- **"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
- **"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

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

## GLOSSARY

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

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

### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

### Bidding in person

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

#### Bidding by telephone

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

### Bidding by post or fax

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

# Bidding via the internet

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

# Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. 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 amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

### 8. VAT

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

The following symbols, 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
- 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:

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

Bank: National Westminster Bank Plc

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  $\Sigma$ 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  $\pounds 5,000$  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/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

# 13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay

BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

# 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

### 15. BOOKS

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

# 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

## **Proof of Firearms**

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

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

## **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### **Condition of Firearms**

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

# Original Gun Specifications Derived from Gunmakers

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

### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

## Taxidermy and Related Items

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

# 18. FURNITURE

### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### 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

# **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.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

### DATA PROTECTION - USE OF YOUR INFORMATION

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

# **APPENDIX 1**

# CONTRACT FOR SALE

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

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

# 1 THE CONTRACT

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

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

# 2 SELLER'S UNDERTAKINGS

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

## 3 DESCRIPTIONS OF THE LOT

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

# 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

### 5 RISK, PROPERTY AND TITLE

- 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

5.1

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

# COLLECTION OF THE LOT

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

# 8 FAILURE TO PAY FOR THE LOT

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

# THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale:
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise:
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

# 10 MISCELLANEOUS

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

- 0.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 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.

# 11 GOVERNING LAW

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

# **APPENDIX 2**

### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

# 3 PAYMENT

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

# 4 COLLECTION OF THE LOT

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

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

## STORING THE LOT

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

# 6 RESPONSIBILITY FOR THE LOT

6.1

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

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

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

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

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

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

# 9 FORGERIES

9.2.3

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

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

## 10 OUR LIABILITY

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

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

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (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 the except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

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

# 13 GOVERNING LAW

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

# DATA PROTECTION - USE OF YOUR INFORMATION

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

# APPENDIX 3

# **DEFINITIONS AND GLOSSARY**

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

# LIST OF DEFINITIONS

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

# **Bonhams Specialist Departments**

# 19th Century Paintings

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

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

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

# African Modern &

Contemporary Art Giles Peppiatt + 44 20 7468 8355

# African, Oceanic & Pre-Columbian Art

U.S.A. Fredric Backlar +1 323 436 5416

# American Paintings

Liz Goodridge +1 917 206 1621

### **Antiquities**

Francesca Hickin +44 20 7468 8226

# Antique Arms & Armour

David Williams +44 20 7393 3807 U.S.A. James Ferrell +1 415 503 3332

# Art Collections. Estates & Valuations Harvey Cammell

+44 (0) 20 7468 8340

# Art Nouveau & Decorative Art & Design UK

Mark Oliver +44 20 7393 3856 U.S.A. Benjamin Walker +1 212 710 1306 Dan Tolson +1 917 206 1611

# Australian Art

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

# Australian Colonial Furniture and Australiana

+61 2 8412 2222

# Books, Maps & Manuscripts

UK Matthew Haley +44 20 7393 3817 U.S.A. Catherine Williamson +1 323 436 5442

# British & European Glass

John Sandon +44 20 7468 8244

# **British Ceramics**

John Sandon +44 20 7468 8244

### California & American Paintings Scot Levitt

+1 323 436 5425

# Carpets

UK Helena Gumley-Mason +44 20 8393 2615 U.S.A Celeste Smith +415 503 3214

# Chinese & Asian Art

Asaph Hyman +44 20 7468 5888 U.S.A Dessa Goddard +1 415 503 3333 HONG KONG Xibo Wang +852 3607 0010 AUSTRALIA Yvett Klein +61 2 8412 2231

# Clocks

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

# Coins & Medals

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

# Contemporary Art

Ralph Taylor +44 20 7447 7403 U.S.A. Jeremy Goldsmith +1 917 206 1656

# Entertainment Memorabilia

Katherine Schofield +44 20 7393 3871 U.S.A. Catherine Williamson +1 323 436 5442

# **European Ceramics**

UK Sebastian Kuhn +44 20 7468 8384 U.S.A. +1 415 503 3326

# **Furniture**

UK Thomas Moore +44 20 8963 2816 U.S.A Andrew Jones +1 415 503 3413

# European Sculptures & Works of Art

Michael Lake +44 20 8963 6813

### Greek Art

Anastasia Orfanidou +44 20 7468 8356

# **Golf Sporting** Memorabilia

Kevin McGimpsey +44 131 240 2296 Hamish Wilson +44 131 240 0916

# Irish Art

Penny Day +44 20 7468 8366

# Impressionist & Modern Art

UK India Phillips +44 20 7468 8328 U.S.A. Caitlyn Pickens +1 212 644 9135

### Indian, Himalayan & Southeast Asian Art HONG KONG

Edward Wilkinson +852 2918 4321 U.S.A. Mark Rasmussen +1 917 206 1688

### Islamic & Indian Art Oliver White

+44 20 7468 8303

# Japanese Art

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

# Jewellery

Jean Ghika +44 20 7468 8282 U.S.A. Caroline Morrissey +1 212 644 9046 HONG KONG Graeme Thompson +852 3607 0006

# Marine Art

Veronique Scorer +44 20 7393 3962

# Mechanical Music

Jon Baddelev +44 20 7393 3872 To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

# Modern, Contemporary & Latin American Art

Alexis Chompaisal +1 323 436 5469

# Modern & Contemporary Middle Eastern Art

Nima Sagharchi +44 20 7468 8342

# Modern & Contemporary South Asian Art

Tahmina Ghaffar +44 207 468 8382

# Modern Design Gareth Williams

+44 20 7468 5879

# **Motor Cars**

UK Tim Schofield +44 20 7468 5804 U.S.A. Mark Osborne +1 415 503 3353 **EUROPE** Philip Kantor +32 476 879 471

# Automobilia

UK Toby Wilson +44 20 8963 2842 Adrian Pipiros +44 20 8963 2840

# Motorcycles

Ben Walker +44 20 8963 2819

### Native American Art Inamars Lindberas +1 415 503 3393

**Natural History** U.S.A. Claudia Florian

# +1 323 436 5437 **Old Master Pictures**

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

### Orientalist Art Charles O'Brien

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