

# Bonhams



## Instruments of Science and Technology

Montpelier Street, London | 19 September 2018



# Instruments of Science and Technology

Wednesday 19 September 2018, at 1pm  
Montpelier Street, London

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## BONHAMS

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## SALE NUMBER

24670

## CATALOGUE

£15

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Front cover: Lot 45  
Back cover: Lot 87  
Inside front cover: Lot 24, 28, 29, 30, 33  
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## SYMBOLS KEY:

† 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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credit, or debit card.



1

1 Y Φ

**A GOOD SET OF RADIGUET DRAWING INSTRUMENTS, FRENCH, CIRCA 1870,**

the brass bound stained mahogany case with hinged lid opening to lid interior with silk lining lettered *Radiguet Opticien, 15, Boul des Filles du Calvaire Paris*, single lift-out tray fitted with various drawing instruments with compartment below with boxwood protractor and set of geometric shapes, 14 1/2in (37cm) wide

£500 - 800  
 €560 - 890  
 US\$650 - 1,000

2 Y

**A W.F. STANLEY NICKEL CIRCULAR PROTRACTOR, ENGLISH, EARLY 20TH CENTURY,**

signed *Stanley, Great Turnstile, Holborn London*, with tangential screw adjustment, a pair of sprung prickers, degree and vernier scales, in mahogany case; together with a magnetic compass in mahogany case and a nickel planimeter in leather case, the protractor 6in (15cm) diameter (3)

£300 - 500  
 €330 - 560  
 US\$390 - 650



3

3 Y Φ

**A GOOD SET OF PRESENTATION DRAWING INSTRUMENTS, ENGLISH, CIRCA 1870,**

the burr-walnut veneered case with metal mounts and with plaque engraved *John Brown*, lid opening to interior with two lift-out trays of drawing instruments, watercolour compartments, boxwood scales, ebony and ivory parallel rule and ivory sector, the case 14 1/2in (17cm) wide

£400 - 600  
 €450 - 670  
 US\$520 - 770



4



6



5

6 Y Φ

**THREE CASED SETS OF DRAWING INSTRUMENTS, FRENCH AND ENGLISH, CIRCA 1870,**

including a mahogany cased set with lid inlaid with brass and tortoiseshell central motif, single tray of instruments, some stamped *Barbothed*, a rosewood cased set inlaid with brass lining and inner lid with silk panel lettered *Compas Perfectionnes*, and a walnut cased set, *the largest 11in (28cm) wide* (3)

£450 - 650

€500 - 720

US\$580 - 840

7 Y Φ

**A COLLECTION OF CASED BOXWOOD DRAWING RULES, SCALES, AND DRAWING INSTRUMENTS, 19TH AND 20TH CENTURIES,**

including the makers Gysi & Co, C. Riefler, Nesselwang & Munchen, F. McCarth & Sons, and Stanley, *the largest case 14in (36cm) wide*, (Qty)

£300 - 400

€330 - 450

US\$390 - 520

8 Y Φ

**A COLLECTION OF DRAWING INSTRUMENTS, 19TH AND 20TH CENTURY,**

including a W. Elliott brass pantograph in fitted mahogany case and a large oak case containing over one hundred pens mounted on card, ten parallel rulers, various cased instruments including three proportional compasses, set squares and pens (Qty)

£400 - 600

€450 - 670

US\$520 - 770

4 Y Φ

**THREE ROSEWOOD CASED SETS OF DRAWING INSTRUMENTS, ENGLISH, CIRCA 1880,**

two by Elliott the other unsigned, and each with lift out tray and metal corner mounts, the smaller with complete set of watercolours, *the largest 8in (20cm) wide* (3)

£400 - 600

€450 - 670

US\$520 - 770

5 Y Φ

**FOUR SETS OF CASED DRAWING INSTRUMENTS, 19TH CENTURY,**

comprising a Stanley set in oak case with two lift-out trays on instruments, a German set of instruments in velvet lined leather-bound case, a Dutch set in mahogany case and smaller Stanley set in mahogany case, *the largest 10 1/2in (16.5cm) wide* (4)

£400 - 600

€450 - 670

US\$520 - 770



9



12



13



10



14

9 Y Φ

**A LARGE CASED SET OF W.H. HARLING PRESENTATION DRAWING INSTRUMENTS, ENGLISH, CIRCA 1897,**

the oak case with lid inset with plaque engraved with monogram and dated May 27th 1897, hinged lid opening to two lift out trays of drawing instruments, rules and pens, a drawer in the base fitted with a set of watercolours, *14 1/2in (37cm) wide*

£500 - 800  
 €560 - 890  
 US\$650 - 1,000

10 Y Φ

**TWO WALNUT CASED SETS OF DRAWING INSTRUMENTS, ENGLISH, CIRCA 1880,**

comprising a set on Elliott Brothers with set of ivory rules and lift out tray of drawing instruments, the other by W. H. Harling with lift out tray of instruments and parallel rule, *the larger 14 1/2in (37cm) wide (2)*

£400 - 600  
 €450 - 670  
 US\$520 - 770

11 Y Φ

**FOUR POCKET SETS OF DRAWING INSTRUMENTS, 19TH CENTURY,**

three in fish-skin cases and one in leather case, containing a selection of drawing instruments, sectors and rules, *the largest 7in (18cm) long (Qty)*

£250 - 350  
 €280 - 390  
 US\$320 - 450

12 Y Φ

**TWO ROSEWOOD CASED SETS OF DRAWING INSTRUMENTS, ENGLISH, CIRCA 1880,**

one retailed by Archbutt & Sons in metal bound case with single lift-out tray of instruments and compartment below with ivory parallel rule and sector, the other by Stanley with lift-out tray of instruments and compartment below with set of geometric shapes, set of rules and parallel rule, *the larger 14in (36cm) wide (2)*

£400 - 600  
 €450 - 670  
 US\$520 - 770

13 Y Φ

**THREE SETS OF DRAWING INSTRUMENTS, ENGLISH, LATE 19TH AND EARLY 20TH CENTURY,**

including an oak cased set by W. H. Harling Ltd, a similar set in oak case by Reeves & Sons Ltd and a mahogany cased set by Elliott with ivory parallel rule, sector and two protractors, *the largest 14 1/4in (36cm) wide (3)*

£500 - 800  
 €560 - 890  
 US\$650 - 1,000

14 Y Φ

**TWO WALNUT CASED SETS OF DRAWING INSTRUMENTS, ENGLISH, CIRCA 1880,**

one set by Stanley with complete set of drawing instruments including protractor, sector and parallel rule in two lift-out trays, the lid with plaque engraved *C. H. Bartlett 1879*; the other by W.H. Harling with single lift-out tray, *the larger 10 1/2in (27cm) wide (2)*

£500 - 800  
 €560 - 890  
 US\$650 - 1,000



15





15  
**A WRAY 5-INCH BRASS REFRACTING ASTRONOMICAL TELESCOPE ON STAND, ENGLISH, EARLY 20TH CENTURY,**  
*signed WRAY LONDON, the tube with rack and pinion focusing supported by two brackets above equatorial mount signed T COOKE & SONS YORK 1870, with silvered scales, verniers and magnifier, slow motion adjustment with handle, on folding tripod base, in three pine carrying cases, (Qty)*

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

16  
**A 1/2-INCH FIVE DRAW REFRACTING TELESCOPE, ITALIAN, 18TH CENTURY,**  
*with turned wood objective and eyepiece covers, vellum covered draws and outer tube with coloured decoration, un-extended length 17in (43cm)*

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

17  
**A 1/2-INCH TWO DRAW REFRACTING TELESCOPE, ITALIAN, 18TH CENTURY,**  
*with turned wood mounted, vellum covered card drawers and outer tube applied with hand coloured print of figures on horseback, dancers, musicians and peasants, un-extended length 13in (33cm)*

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

18  
**A 1-INCH THREE DRAW REFRACTING TELESCOPE, ITALIAN, 18TH CENTURY,**  
*with sliding brass cover to the objective, three vellum draws, horn mounts and outer card tube with tooled decoration, un-extended length 12 1/2in (32cm)*

£800 - 1,200  
 €890 - 1,300  
 US\$1,000 - 1,500

19 <sup>Y Φ</sup>  
**A SMALL FIXED FOCUS IVORY MOUNTED REFRACTING TELESCOPE, ITALIAN 18TH CENTURY,**  
*with turned ivory eye-piece and objective mounts, the wooden tube with gilt tooled leather cover, 6 1/4in (16cm) long*

£800 - 1,200  
 €890 - 1,300  
 US\$1,000 - 1,500



20



22



21



23

20<sup>Y</sup>

**A BRASS COMPOUND MONOCULAR MICROSCOPE, ENGLISH, 1840'S, CIRCA 1880,**

on bar-limb construction, in fitted mahogany case with two oculars, two objectives, two sub-stage condensers, analyser and bench condenser, 16in (40.5cm) high

£500 - 800  
€560 - 890  
US\$650 - 1,000

21<sup>Y</sup>

**AN EARLY ANDREW PRITCHARD COMPOUND MONOCULAR MICROSCOPE, ENGLISH, 1835-1838,**

signed on tube and foot, Andrew Pritchard, 263 Strand London, with pinion focusing to the racked column of triangular section, mounted in a trunnion above adjustable column and shaped tripod base, in mahogany case with ocular, mechanical stage, objective, Lieberkühn and live box, 20in (51cm) high

£800 - 1,200  
€890 - 1,300  
US\$1,000 - 1,500

For similar Pritchard microscope, see Sotheby's London, lot 294, 14th December 2004.

22<sup>Y</sup>

**A STEPHEN BIRTHRAY GOULD-TYPE MICROSCOPE, ENGLISH, MID 19TH CENTURY,**

signed Birthray Royal Exchange, with focusing to the stage by rack and pinion, in velvet lined fitted mahogany case with four objectives, live box, stage forceps and condenser, 9 3/4in (24.5cm) high

£300 - 500  
€330 - 560  
US\$390 - 650

23<sup>Y</sup>

**A MAHOGANY MEDICINE CHEST, ENGLISH, EARLY 19TH CENTURY,**

with hinged lid and doors at the front and back opening to medicine bottles, set of scales, mortar and pestle, four small drawers and ointment jars, together with a printed booklet of the contents and cures and a smaller medicine chest with plaque lettered GODFREY & COOKE, Chemists London Established 1680, the larger 9in (23cm) wide (2)

£500 - 700  
€560 - 780  
US\$650 - 900

23A<sup>\*Y</sup>

**TWO COMPOUND MONOCULAR MICROSCOPES, ENGLISH, MID 19TH CENTURY,**

one drum-type microscope with six objectives, live box, tweezers and set of slides in fitted mahogany case; the other of bar-limb construction with three objectives, ocular and bench condenser, the larger 13 1/2in (34cm) high (2)

£400 - 600  
€450 - 670  
US\$520 - 770

24



24

**A RARE JEAN-CLAUDE DEZAUCHE 12-INCH TERRESTRIAL TABLE GLOBE, FRENCH, CIRCA 1800,**

the hand coloured and printed gores with cartouche printed *GLOBE TERRESTRE Dressé sur les observations de L'Académie Royale des Sciences Par Guill de L'Isle en 1740 Augmenté par Ph Bauche et par Dézauche en 1797*, mounted in papier mache meridian and within and horizontal ring applied with coloured and printed calendar and zodiac scale, raised on six turned fruitwood columns on wheel base and feet, 18in (46cm) high

£15,000 - 20,000

€17,000 - 22,000

US\$19,000 - 26,000

Jean-Claude Dezauche (fl. c. 1780 - 1838) was a French map publisher active in Paris during the late 18th and early 19th centuries. Dezauche's business focused on editing and republishing the earlier maps of Philippe Buache and Guillaume de L'Isle, which he acquired from Buache's heir, Jean Nicholas Buache, in 1780. Like Buache, Dezauche held a position with the Depot de la Marine and his name appears on many of their maps. Jean-Claude Dezauche eventually passed his business to his son, Jean André Dezauche.



24 (detail)



26



25

25

**AN UNUSUALLY HEAVY, SMALL BRASS EASTERN ISLAMIC CELESTIAL GLOBE, PERHAPS INDO-PERSIAN, LATE 17TH/ EARLY 18TH CENTURY CE.**

the sphere is apparently cast in one piece and has a thickly scored equator. With no constellations or stars, only the lines for the equator with no constellations the Ecliptic and the ecliptic meridians, the sphere is now mounted on a recently constructed heavy bronze stand and within meridian, *the sphere 3in (8cm) diameter*

£800 - 1,200  
 €890 - 1,300  
 US\$1,000 - 1,500

26

**A FINE GEORGE ADAMS 2 3/4-INCH POCKET GLOBE, ENGLISH, CIRCA 1770,**

cartouche printed *A Terrestrial GLOBE G Adams No. 60 Fleet Street LONDON*, the paper-mâché sphere applied with twelve printed gores, hand coloured with California as a peninsula, Anson's track, Australia (named New Holland) drawn according to Dutch discoveries with a hypothetical eastern coastline, New Zealand with only a small section of coastline, celestial hemispheres with printed and hand coloured engraving of the constellations, fish-skin outer covering, *3in (7.5cm) diameter*

£6,000 - 9,000  
 €6,700 - 10,000  
 US\$7,700 - 12,000

The three inch globes are listed in Adams's *Treatise* third edition published 1772 and fourth edition published 1777 as 'in frames' at one and a half guineas per pair and 'in black cases for the pocket' at half a guinea.

Literature:  
 Millburn (John R), *Adams of Fleet Street*, London, 2000 p.127.

27

**A FR. J. BERG TELLURIUM, SWEDISH, LATE 19TH CENTURY,**

the hand-cranked mechanism with models of the Earth and Moon revolving around central candle representing the sun above circular platform printed with scales of signs of the zodiac, calendar and degrees, on cast-iron stand, *24in (61cm) wide*

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900



27

28



28<sup>Y</sup>

**A DUDLEY ADAMS 12-INCH TERRESTRIAL GLOBE ON STAND, ENGLISH, LATE 18TH CENTURY,**

the cartouche printed *To His Most Sacred MAJESTY GEORGE THE THIRD king of Great Britain &c. This new Globe of the EARTH correctly laid down according to ye best Observations & latest Discoveries Is most humbly Inscribed By His MAJESTY'S most dutiful & obliged Subject & Servant DUDLEY ADAMS Globe & Matht. Inst. Maker to the King & His Majesty's Ordnce. Optician to H R H the Prince of Wales Fleet Street London*, the globe mounted in both fixed brass meridian and movable meridian for reading time off the equatorial scale. Within horizon ring applied with calendar and zodiac scale, raised on four mahogany brackets above tripod base and mounted on tripod base, on contemporary mahogany stand with brass mount for securing the globe, overall height 37in (94cm) (2)

£3,000 - 5,000  
€3,300 - 5,600  
US\$3,900 - 6,400

**Provenance:**

According to the vendor this globe previously belonged to Thomas Gair Ashton, 1st Baron Ashton of Hyde (1855-1933), a cotton manufacturer in Hyde. Elected into the House of Commons for Hyde in 1885 and later Luton, Ashton was raised to the peerage as Baron Ashton of Hyde in 1911. Following his death, amongst other items in the contents of his home in Robertsbridge, East Sussex, this globe was auctioned and purchased by a cousin, Miss Dorothy James. Miss Dorothy James, a friend of the vendor, later gifted the globe as an Easter present to the present owner.

Dudley Adams modified the inscription after he moved to Fleet Street in 1796 and also claimed to be Instrument Maker to the Office of Ordnance.



28 (detail)



29



29<sup>Y</sup>

**AN 18-INCH W & T M BARDIN TERRESTRIAL GLOBE ON STAND, ENGLISH, 1840'S,**

the gored with printed allegorical trophy and inscription *To The Rt. Honourable SIR JOSEPH BANKS, BART. K.B., President of the Royal Society This New British Terrestrial Globe Containing all the latest Discoveries and Communications from the most correct and authentic Observations and surveys to the year 1839 by Capt. Cook and more recent Navigators. Engraved by an accurate Drawing by Mr Arrowsmith, geographer. Is respectfully Dedicated by his most obedient servants W & T M Bardin. Manufactured & Sold Wholesale and Retail by S S Edkins Son in Law & Successor to the late T M BARDIN Salisbury Square London*, mounted in brass meridian within horizon ring applied with calendar and zodiac printed scales, raised on four turned mahogany legs with stretcher, sold with this is a copy of the restoration carried out in 1991, 26in (66cm) high

**£3,000 - 5,000**  
**€3,300 - 5,600**  
**US\$3,900 - 6,400**

William Bardin (fl.1783-98) began making globes in about 1780 in association with Gabriel Wright. Thomas Marriott joined his father's firm in 1790 in the partnership W & T M Bardin and in about 1798 the globe production was extended to include 18-inch terrestrial and celestial globes. These New British globes were subsequently sold by S S Etkins, T M Bardin's son in law following his death in 1819.

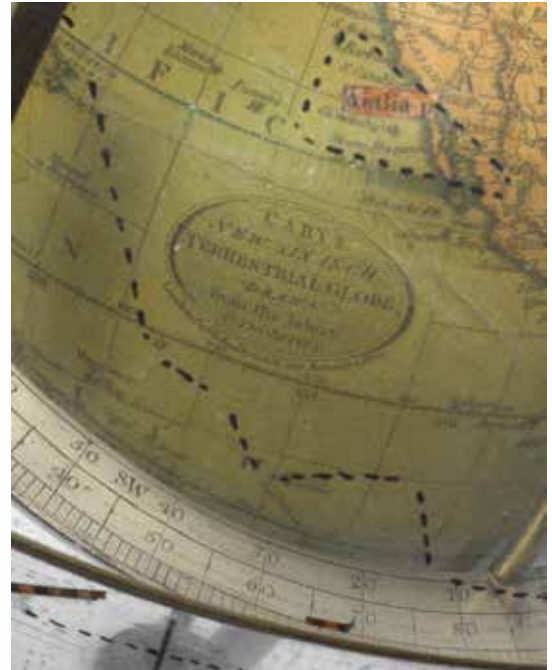
John Arrowsmith (1790-1873) was a cartographer and one of the founders of the Royal Geographical Society.

**Provenance:**  
 Private collection for three generations.

29 (detail)



30



30 (detail)

30<sup>Y</sup>

**A RARE GEORGE & JOHN CARY AND WILLIAM MULLER'S PATENT COSMOSPHERE, ENGLISH, CIRCA 1825,**

*the brass meridian ring stamped MULLER'S PATENT 12, the 6in diameter terrestrial globe with cartouche printed CARY'S NEW SIX INCH TERRESTRIAL GLOBE DRAWN from the latest AUTHORITIES London Published by G & J Cary January 1824, the sphere mounted in silvered brass horizon ring engraved with compass points, degree scales and Horizon Amplitude, within a glass celestial globe on the same polar axis, applied with printed paper labels names and inked dotted line of the constellations, lower glass hemisphere cracked, mounted within brass meridian with degree scale and supported in a mahogany bracket above column and turned mahogany base, 21in (53.5cm) high*

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 15,000

A similar Cosmosphere is housed at the National Maritime Museum, Greenwich reference AST1063.

Muller published two treatise on the cosmosphere in 1829 *The cosmosphere, an instrument substituting the orrery, a planetarium, a tellarium, a lunarium, an armillary sphere and a terrestrial globe for self-instruction and for schools.*

In a list describing the Gabb collection of instruments there is mention of "An apparatus was invented by Dr Wm. Muller of Woolwich about 1820 and made by Cary in 1824". As this Cary globe was published in 1824 it can be assumed that this note relates to the Cosmosphere.



32



31

31

**A P.A. NORSTEDT & SONER TELLURIUM, SWEDISH, EARLY 20TH CENTURY,**

the hand-cranked mechanism with models of the Earth and Moon revolving around central candle representing the sun above circular platform printed with scales of signs of the zodiac, calendar and degrees, on cast-iron stand, 26in (66cm) wide

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

32 Y Φ

**A SMALL BRASS ARMILLARY SPHERE, PROBABLY ITALIAN, EARLY 17TH CENTURY,**

the sphere with five parallel brass rings representing the polar circles, the tropics and the equator, the polar circles and tropics are labelled *CIRCULUS ARTICUS*, *CIRCULUS ANTARICUS*, *TROPICUS CANCRI* AND *TROPICUS CAPRICORNI*, the equator is graduated 0-30 degrees twelve times and labelled with the names of the zodiac in Latin, the zodiac band is graduated and decorated with the stars and zodiac symbols, centred by ivory model of the earth with some continents outlined and the east coast of the Americas, two inner rings representing the orbs of the Sun and Moon with relevant symbols attached, mounted in graduated meridian with eight wind directions named in Latin, on turned brass column and circular case with leaf decoration, 6 1/2in x 4 3/4in (16.5cm x 12cm)

£4,000 - 6,000  
 €4,400 - 6,700  
 US\$5,200 - 7,700





33



33 (detail)



33 (detail)

33<sup>Y</sup>

**A PAIR OF J & W CARY 12-INCH TABLE GLOBES ON STANDS  
ENGLISH, PUBLISHED 1816,**

the terrestrial globe mounted within brass meridian and with cartouche printed *CARY'S NEW TERRESTRIAL GLOBE DELINEATED From the best Authorities extant; Exhibiting the different Tracks of CAPTAIN COOK and the New Discoveries made by him and other circumnavigators. Made and sold by J & W CARY Strand Sept. 2d 1816 LONDON*, the celestial globe hand coloured and with cartouche printed *CARY'S NEW CELESTIAL GLOBE ON WHICH are correctly laid down upwards of 3500 Stars Selected from the most accurate observations and calculated for the Year 1800. With the extent of each Constellation precisely defined By Mr Gilpin of the ROYAL SOCIETY Made and sold by J & W Cary Strand London Jan 1816*, each globe mounted on mahogany tripod stand complete with stretchers and compasses in the base and horizon ring each applied with calendar and zodiac sign scales, 25in (64cm) high (2)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

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.



34



34<sup>Y</sup>

**A PAIR OF W & T M BARDIN TERRESTRIAL AND CELESTIAL GLOBES, ENGLISH, CIRCA 1830,**

the gores with printed allegorical trophy and inscription *To The Rt. Honourable SIR JOSEPH BANKS, BART. K.B., President of the Royal Society This New British Terrestrial Globe Containing all the latest Discoveries and Communications from the most correct and authentic Observations and surveys to the year 1823 by Capt. Cook and more recent Navigators. Engraved by an accurate Drawing by Mr Arrowsmith, geographer. Is respectfully Dedicated by his most obedient servants W & T M Bardin. Manufactured & Sold Wholesale and Retail by W & T M BARDIN 16 Salisbury Square London*, each sphere mounted in brass meridian within horizon ring applied with calendar and zodiac printed scales, raised on mahogany four brackets above column and tripod base terminating in castors, stretcher centred by magnetic compass with printed rose, 40in (102cm) high (2)

£20,000 - 30,000  
 €22,000 - 33,000  
 US\$26,000 - 39,000



34 (detail)



Courtesy of Frenchay Museum Archives

### **THE CLAUDE FRY COLLECTION OF SUNDIALS: LOTS 35 - 74**

Claude was the great-grandson on Joseph Fry (1728-1787), founder of both Fry's Chocolate and Fry's Typefoundry, both in Bristol. Claude's grandfather Joseph Storrs Fry and father Richard were both partners in the chocolate-making company J S Fry & Sons Ltd. Claude went on to become a Director of the company. Fry's produced the first chocolate Easter egg in 1873.

The son of Paul Viet, clockmaker, merchant and moneylender in Blois, Charlemagne I Viet (1647-c. 1695), was apprenticed to Paul Rigault and became a free clockmaker of Blois in 1673, the year of his marriage with Jeanne Chesnon. Equipped with the latest horological tools, he was also well informed in astronomy and spoke English. See E. Develle, *Les horlogers blésois au XVIe et XVIIe siècle*, 2nd edition, Blois 1917, 447; Thibaud Fourier, *Dictionnaire des horlogers de Blois*, 2000, 73.



35 (detail)



35



37



38



36

35

**A CHARLEMAGNE VIED GILT BRASS INCLINING DIAL, FRENCH, LATE 17TH CENTURY,**

*signed Charlemagne Vied A Blois*, the lower inner face with inset silvered brass compass well and needle, engraved with eight cities and their latitudes, hinged latitude arc to the side, upper leaf with winter half scale for an equinoctial dial on outside face and summer half year scale for an equinoctial dial on the inner face, 2 1/2in x 1 5/8in x 1/2in (6.5cm x 4.2cm x 1cm)

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

Provenance:  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

36

**A BRASS VERTICAL DISC DIAL, PROBABLY GERMAN, DATED 1553,**

*stamped FRADER DIDAC SATDAN*, with suspension loop above calendar scale with disc below stamped with hour scale, 2 5/8in (6.5cm) diameter

£400 - 600  
 €450 - 670  
 US\$520 - 770

Provenance:  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

37

**A JOHANN SOMER SILVER AND GILT BRASS UNIVERSAL EQUINOCTIAL RING DIAL, GERMAN, MID 17TH CENTURY,**

*signed Johann Somer*, on standard construction with silver bridge and sun sight moving over calendar and zodiac scales, engraved with 25 cities and latitudes overall, in original leather pocket case, the instrument 2 7/8in (7.3cm) diameter

£1,500 - 2,000  
 €1,700 - 2,200  
 US\$1,900 - 2,600

Provenance:  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

38

**A BATE BRASS UNIVERSAL EQUINOCTIAL DIAL, ENGLISH, CIRCA 1840,**

*signed Bate London*, with silvered brass hour ring, hinged gnomon and latitude arc and with compass rose below, in shaped fish skin covered case, the dial 2 1/2in (6cm) diameter

£600 - 800  
 €670 - 890  
 US\$770 - 1,000

Provenance:  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

39



39 (detail)



39 (detail)

39

**A GEORG ZORN GILT BRASS ASTRONOMICAL COMPENDIUM, GERMAN, CIRCA 1600,**

*stamped with the initials G Z, the upper outer face with luni-solar conversion disc showing the age and phase of the moon, symmetrical leaf corner decoration, upper inner face with wind rose and shaped and engraved index, lower inner face with inset compass well and hinged gnomon with horizontal hour dial, compartment under compass well opening to internal face stamped with sixty cities and latitudes, lower outer face with a perpetual volvelle calendar showing the times of sunrise and set and length of day and night, 2 1/4in (5.8cm) square*

£4,000 - 6,000  
 €4,400 - 6,700  
 US\$5,200 - 7,700

Probably the work of the younger Georg Zorn (1564-1632), goldsmith and dial-maker in Augsburg. See Maximilian Bobinger, *Alt-Augsburger Kompassmacher...*, Augsburg 1966, 123-128

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



39 (detail)



40

40 (detail)



41



42

40

**A BRASS NOCTURNAL, GERMAN, 16TH CENTURY,**

with fixed disc engraved with calendar and zodiac scales, rotatable disc with pointer and engraved with 9-12 - 3 hour scale, shaped and decorated pointer and decorative trefoil handle, the reverse with sundial and calendar scale, 3in (7.5cm) diameter

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

41

**A BUTTERFIELD-TYPE BRASS DIAL, FRENCH, 18TH CENTURY,**

bearing signature *Butterfield a Paris*, the octagonal dial with two hour scales for latitudes 52 and 49, hinged bird gnomon and base listing seventeen towns and latitudes, in shaped leather carrying case, the dial 2 3/4in (7cm) long

£300 - 500  
 €330 - 560  
 US\$390 - 650

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



43



44

42

**A BRASS COMPASS DIAL, ENGLISH, MID 19TH CENTURY,**

the circular dial with lid, hinged gnomon, hour scale and printed compass rose, 2 3/8in (5.8cm) diameter

£300 - 400  
 €330 - 450  
 US\$390 - 520

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

43

**A BRASS UNIVERSAL EQUINOCTIAL RING DIAL, PROBABLY ENGLISH, CIRCA 1700,**

the meridian ring engraved with latitude scale and solar altitude and zenith distance scales, equinoctial ring with hour scale, bridge with pinhole gnomon sliding over calendar scale, complete with suspension ring, 4 3/4in (11.5cm) diameter

£600 - 900  
 €670 - 1,000  
 US\$770 - 1,200

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

44

**A JOHANN ENGELBRECHT BRASS HORIZONTAL DIAL, BOHEMIAN, DATED 1795,**

signed *Fecit Engelbrecht Beraunensis 1795*, the rectangular dial with three levelling screws and hinged gnomon and plumb-bob, engraved with hour, zodiac and calendar scales, 5in x 4 3/4in (13cm x 12cm)

£800 - 1,200  
 €890 - 1,300  
 US\$1,000 - 1,500

**Provenance:**

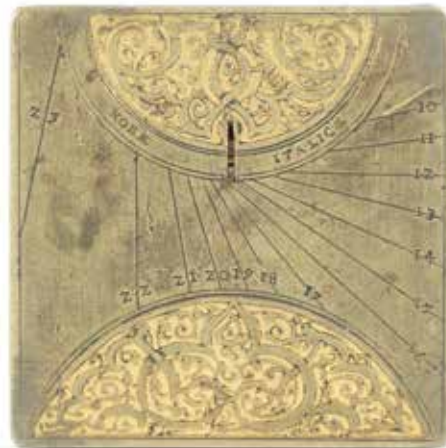
From the collection of Claude Basil Fry (1868-1942), thence by descent.



45



45 (detail)



45 (detail)

45

**A RARE ULRICH KLIEBER GILT BRASS ASTRONOMICAL COMPENDIUM, GERMAN, DATED 1561,**

*signed* 'Vdalrick[us] Klieber M[acht] Fciebat [sic] Anna [sic] 1571 , upper outer face with a luni-solar conversion disc with the hour and minute scale acting against a double 12-hour scale (index missing) and showing the age and phase of the moon, the corners decorated with scrolling leaves, upper inner face with 16-point wind rose with the eight divisions named using the Mediterranean wind names, the intermediary points named in German, inner lower face with silvered horizontal dial drawn around the central inset compass with gilt brass folding gnomon, compartment below the compass well opening to lid listing in relief twenty four towns and their latitudes, outer lower face with pin gnomon dial for Italian hours and relief engraved strap-work decoration, 2 3/4in x 2 3/4in x 1/2in (7cm x 7cm x 1.3cm)

£3,000 - 5,000  
 €3,300 - 5,600  
 US\$3,900 - 6,400

Work of Ulrich III Klieber (1529-1608), a member of a well-known family of clock, dial and instrument-makers in Augsburg. For his family and his career see Maximilian Bobinger, *Alt-Augsburger Kompassmacher...*, Augsburg 1966, 77-95 and for a list of works indifferently ascribed to the three Klieber makers, Ernst Zinner, *Deutsche und Niederländische astronomische Instrumente des 11.-18. Jahrhunderts*, Munich 1956, 410-13.

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



46



47



48



49

46  
**A JOHANN MARTIN GILT AND SILVERED BRASS STRING-GNOMON SUN AND MOONDIAL, GERMAN, CIRCA 1700,**  
*signed Johann Martin in Augspurg 48*, the octagonal dial with hinged plumb-bob and string gnomon bracket, compass rose with hour scale and age of the moon scale engraved *Horizontalis Solis & Lunare*, raised on three feet with base engraved with list of cities and latitudes, in shaped leather case, 2 3/8in (6cm) wide

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

47  
**A BUTTERFIELD-TYPE DIAL, FRENCH, EARLY 18TH CENTURY, 18TH CENTURY,**  
*bearing the signature Meurand A Paris*, the octagonal dial with hour scales for latitudes 49 and 52, hinged bird gnomon, the base engraved with twenty towns and latitudes, in shaped leather case, 2 3/4in (7cm) long

£400 - 600  
 €450 - 670  
 US\$520 - 770

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

48  
**A LOUIS-CHARLES DESNOS BRASS BUTTERFIELD DIAL, FRENCH, MID 18TH CENTURY,**  
*signed Desnos rue St. Jacques A Paris*, the octagonal dial with hour scales for latitudes 40, 45, 49 and 52 degrees, hinged bird gnomon and base engraved with eighteen cities and their latitudes, in fitted leather case, 2 3/4in (7cm) long

£500 - 800  
 €560 - 890  
 US\$650 - 1,000

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

49  
**A JOHAN SCHRETTEGGER AUGSBURG DIAL, GERMAN, EARLY 19TH CENTURY,**  
*signed Johann Schrettegger in Augspurg*, the octagonal dial with hinged plumb-bob bracket, latitude arc and hour ring, 3in (7.8cm) wide

£300 - 500  
 €330 - 560  
 US\$390 - 650

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.



50



50 (detail)



50 (detail)

50

**A RARE BRASS CRUCIFORM SUNDIAL, NOCTURNAL AND RELIQUARY, POSSIBLY FRENCH, CIRCA 1630,**

the upper outer face with a vertical pin-gnomon dial with engraved saints' heads in the upper and lower arms, winged cherubims in the lateral arms, upper inner face with engraved latitudes of places in France and Italy, lower inner face with engraved scale for a 24-hour equinoctial dial (1-12 x 2) and latitude scale for a horizontal dial below with folding gnomon drawn around the central inset compass with death's head engraved on the lower face of the compass base surrounded by compartments for relics and opposite a luni-solar conversion volvelle, lower outer face with a small nocturnal with a virgin and child in the upper arm, a cross and HIS symbol in the lower arm, 2in (5cm) long

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,400

Counter-reformation piety married to the eternal need for time.

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



50 (detail)

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



51



51 (detail)



52



53



54

51

**A BRASS HORIZONTAL/ANALEMATIC DIAL, ENGLISH, 18TH CENTURY,**

the horizontal dial with hinged gnomon decorated on one side with an allegorical figure of Time with seated cherub holding a scythe in one hand and a sand glass in the other. engraved hour scales and analemmatic dial with hinged pin gnomon moving over a calendar and zodiac scale,  $4 \frac{3}{4}in \times 3 \frac{3}{4}in$  (12cm x 9.5cm)

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,300 - 1,900

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

52

**A NICHOLAS BION BRASS BUTTERFIELD DIAL, FRENCH, CIRCA 1800, 1685-1715,**

the oval dial engraved with four hour scales for latitudes 40, 45, 50 and 55 degrees, hinged bird gnomon and base engraved with twenty towns and their latitudes, in fitted leather case with pin decorated lid, the dial  $2 \frac{1}{2}in$  (6cm) long

£800 - 1,200  
€890 - 1,300  
US\$1,000 - 1,500

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

53

**A DIPTYCH DIAL, CHINESE, LATE 19TH CENTURY,**

the boxwood dial with lunar volvelle on the lid, string gnomon dial on the lower inner face with inset compass well; together with a boxwood circular compass  $3 \frac{1}{2}in$  (9cm) diameter (2)

£250 - 350  
€280 - 390  
US\$320 - 450

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

54

**TWO JAPANESE SCAPHE DIALS, 19TH CENTURY,**

one on cylindrical form with silvered compass rose and scaphe dial, hinged to store in hinged casing, the other of rectangular format with silvered brass compass scale, rose and scaphe, the larger  $1 \frac{1}{4}in$  (3.2cm) wide (2)

£300 - 500  
€330 - 560  
US\$390 - 650

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



55



55 (detail)



55 (detail)



56

55 Y

**A RARE STAR-FORM POLYHEDRAL DIAL, GERMAN, 16TH CENTURY,**

*engraved with the initials H.F., attributed to Hans Felt, the eight pointed star with hour lines engraved on the facets between the points, hinged lid opening to small compass well, lacking glass and needle, 2 in (5cm) long*

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

For a similar star-form polyhedral dial, see the British Museum collection, B.M. 1857.0804.35.

**Literature:**

Possibly to be ascribed to the mid-16th century German maker Hans Felt. See Ernst Zinner, *Deutsche und Niederländische astronomische Instrumente des 11-18. Jahrhunderts*, Munich 1956, p314.

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

56

**TWO BRASS PERPETUAL CALENDARS, 18TH CENTURY,**

*the larger of German origin with day and date scale on one face and saint's days, zodiac signs, day and night lengths on the reverse, the smaller dial of Italian origin with similar scales, the larger 2in (5cm) diameter (2)*

£500 - 800  
 €560 - 890  
 US\$650 - 1,000

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

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.



57



59



58



60

57  $\Upsilon \Phi$

**A SMALL IVORY DIPTYCH DIAL, GERMAN, EARLY 17TH CENTURY,**

the upper outer face with lunar volvelle, the inner faces with string gnomon dials and pin gnomon dial for Italian hours, *2in (5cm) long*

£500 - 800  
€560 - 890  
US\$650 - 1,000

**Provenance:**  
From the collection of Claude Basil Fry (1868-1942), thence by descent.

58  
**TWO WOOD DIPTYCH DIALS, GERMAN, 19TH CENTURY,**  
the smaller with hand-coloured printed scales, the larger with stamped and manuscript scales, emblems and decoration, *the larger 5 1/2in (14cm) long, (2)*

£400 - 600  
€450 - 670  
US\$520 - 770

**Provenance:**  
From the collection of Claude Basil Fry (1868-1942), thence by descent.

59

**A BRASS GUNTER QUADRANT, ENGLISH, LATE 17TH CENTURY,**

engraved on one face only with degree scale, calendar scale with initialled months, winter and summer hour lines, lacking sights and plumb-bob, *5 1/2in (14cm) radius*

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,300 - 1,900

**Provenance:**  
From the collection of Claude Basil Fry (1868-1942), thence by descent.

60  $\Upsilon \Phi$

**TWO SMALL IVORY DIPTYCH DIALS, GERMAN, 17TH CENTURY,**

comprising of a crucifix diptych dial opening to compass well, lacking needle and glass, and pin gnomon dial for Italian hours, the other dial with string gnomon dial, *the larger 1 3/4in (4.4cm) long, (2)*

£500 - 800  
€560 - 890  
US\$650 - 1,000

**Provenance:**  
From the collection of Claude Basil Fry (1868-1942), thence by descent.



61

61 Y Φ

**AN IVORY AND WOOD DIPTYCH DIAL, GERMAN, EARLY 17TH CENTURY,**

coloured red and green, upper outer face with wind rose and brass pointer, upper inner face with thirty towns and their latitudes, lower inner face with compass well, lacking needle and glass, string gnomon dial and pin gnomon dials for Italian and Babylonian hours, outer lower face with lunar volvelle, 2 5/8in x 2 1/8in x 1/4in (6.5cm x 5.3cm x 0.8cm)

£600 - 900  
 €670 - 1,000  
 US\$770 - 1,200

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

62 Y Φ

**A PAUL REINMANN IVORY DIPTYCH DIAL, GERMAN, CIRCA 1597,**

signed PAULUS REINMAN, upper outer face with wind rose and brass pointer, upper inner face applied with later hand-coloured manuscript map, lower inner face with string gnomon dial, compass well lacking needle and glass and pin gnomon dial for Italian and Babylonian hours, outer lower face with lunar scales and epacts for Italian and Gregorian hours for 1597, lacking volvelle, 4 1/8in x 3 1/4in x 1/2in (10.3cm x 8.2cm x 1.3cm)

£2,000 - 3,000  
 €2,200 - 3,300  
 US\$2,600 - 3,900

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent



62

63 Y Φ

**A DIEPPE IVORY MAGNETIC AZIMUTH DIAL, FRENCH, CIRCA 1660,**

upper outer face with pin gnomon dial, upper inner face with silvered brass lunar volvelle, lower inner face with horizontal dial and magnetic azimuth dial, silvered brass elliptical scale and printed list of towns and latitudes, lower outer face with brass volvelle, 3in x 2 3/8in x 1/2in (7.8cm x 6cm x 1.5cm)

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.



63



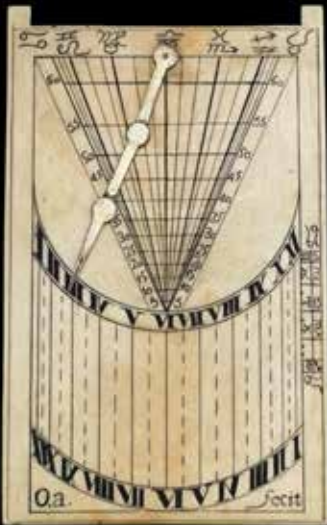
63 (detail)



65



65 (detail)



64

64 Y Φ

**AN IVORY REGIOMONTANUS DIAL, FRENCH OR GERMAN, PROBABLY LATE 17TH CENTURY,**

*stamped O.a. fecit*, the tablet with articulated arm moving over and engraved trigon, together with zodiac and hour scales, 4in x 2 1/2in (10cm x 6cm)

£900 - 1,200  
 €1,000 - 1,300  
 US\$1,200 - 1,500

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

65

**A FINE BARADELLE SILVERED BRASS INCLINING DIAL, FRENCH, EARLY 18TH CENTURY,**

*signed Baradelle A Paris Cadran Universal*, the top plate carries an hour scale (XII-VII-XII), engraved a round an opening for the 8-point compass mounted on the lower plate with a declination scale, 30-0-30, fitted with an adjustable index, engraved below it. The latitudes of Tours, 47° 23', and Orléans, 47° are also given, and there is a support for the string-gnomon. At the bottom right corner of the upper plate is a slot through which the folding latitude strut passes. The reverse of the plate is engraved with the names and latitudes of fourteen places, 3 1/8in x 2 1/4in x 1/2in (8cm x 5.6cm x 1.5cm)

£2,000 - 3,000  
 €2,200 - 3,300  
 US\$2,600 - 3,900

This finely executed dial follows the design of that conceived by Julien Le Roy, presented to the Société des Arts and published by him as an addition to his edition of Henry Sully, *Regle artificielle du temps* (1737).

Examples of this dial by makers other than Julien Le Roy or Jacques Le Maire are uncommon.

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

66



66 (detail)



66 (detail)



67

67

**A BOXWOOD NOCTURNAL, ENGLISH, 17TH CENTURY,**

the boxwood instrument with shaped handle pierced with a hart, main disc reserve with outer and inner circular scale providing the table for the rule of the Pole Star for Great and Little Bears, obverse with calendar scale, rotatable disc with hour and lunar age scales, rotatable pointer with brass mounted axis, overall length 9 3/4in (25cm)

£1,500 - 2,200  
 €1,700 - 2,400  
 US\$1,900 - 2,800

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

66

**A RARE GILT BRASS ASTRONOMICAL COMPENDIUM, PROBABLY GERMAN, CIRCA 1597,**

the upper outer face with 32-point wind rose and pointer, aperture showing compass needle, upper inner face with vertical string gnomon for Babylonian and Italian hours and with dial engraved *TOTA VITA DIES UNUS EST* (all life is one day), lower inner face with horizontal string gnomon dial, silvered compass rose and needle, the lower outer face with luni-solar hour convertor disc with indications for the age and phase of the Moon and scale of Julian and Gregorian Epacts from 1597 to 1634, in original stamped leather case, the instrument 2 3/4in (7cm) diameter

£4,000 - 6,000  
 €4,400 - 6,700  
 US\$5,200 - 7,700

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



68



69

68

**THREE SIMPLE BRASS RING DIALS, 18TH CENTURY,**

with stamped and engraved hour and calendar scales, *the larger 2 1/2in (6cm) diameter (3)*

£200 - 300

€220 - 330

US\$260 - 390

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

69

**A LORENZ GRASSL AUGSBURG DIAL, GERMAN, LATE 18TH CENTURY,**

*signed L Grassl*, the decorated octagonal dial with hinged hour ring, latitude arc and plumb-bob bracket, in fitted leather case, *2 3/4in (7cm) wide*

£400 - 600

€450 - 670

US\$520 - 770

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

70

**A LANGLOIS BRASS SECTOR, FRENCH, LATE 18TH CENTURY,**

*signed Langlois Galleries*, engraved on both side with linear and non-linear scales; together with a white metal medal cast with a diagram of the solar system on one side and calendar and zodiac scales on the reverse, *the sector 6 1/2in (6.5cm) radius (2)*

£250 - 350

€280 - 390

US\$320 - 450

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.



71



72

71 Y Φ

**FOUR PORTABLE DIALS, 17TH-19TH CENTURIES,**

comprising; a brass rectangular pin gnomon dial, a watch-form horizontal dial and an ivory cased compass dial with printed paper compass rose, the lid applied with a coat of arms lettered *Barbet Hendricks*, and a part watch dial signed *Mendel Schaffer, Uhrmacher in Kolonea*, *the largest 2 3/4in (7cm) long (4)*

£600 - 800

€670 - 890

US\$770 - 1,000

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.

72

**A TURNED WOOD PILLAR DIAL, 19TH CENTURY,**

with hinged metal gnomon concealed within, outer surface engraved with hour and calendar scales, and another pillar dial of later date, *3 3/4in (9.5cm) high (2)*

£300 - 500

€330 - 560

US\$390 - 650

**Provenance:**

From the collection of Claude Basil Fry (1868-1942), thence by descent.





73 (detail)



73

73  $\Upsilon \Phi$

**A LEONHART MILLER IVORY DIPTYCH DIAL, GERMAN, DATED 1611,**

*stamped LINEHART MILLER 1611*, the upper outer face with wind rose, upper inner face with vertical string gnomon dial, lower face with horizontal dial and pin gnomon dial for Italian and Babylonian hours, lower face with lunar scales lacking volvelle, 3 1/2in x 2 1/8in x 1/2in (9cm x 5.3cm x 1.75cm)

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.

74  $\Upsilon \Phi$

**A CHARLES BLOUD IVORY MAGNETIC AZIMUTH DIAL, FRENCH, CIRCA 1660,**

*signed Fait et Inven par Charles Bloud A Dieppe*, upper outer face with pin gnomon dial, upper inner face with lunar volvelle with fixes disc and two rotating discs, lower inner face lacking glass and azimuth metal scale, lower outer face with brass volvelle, 3in x 2 1/4in x 1.2in (7.8cm x 5.7cm x 1.5cm)

£600 - 900  
 €670 - 1,000  
 US\$770 - 1,200

**Provenance:**  
 From the collection of Claude Basil Fry (1868-1942), thence by descent.



74



76



76 (detail)



75



75 (detail)

#### VARIOUS PROPERTIES

75

#### A BRASS COMBINED GUNTER QUADRANT AND HORIZONTAL DIAL, ENGLISH, LATE 17TH CENTURY,

the Gunter quadrant of standard format with engraved degree and calendar scales, ecliptic, sun's declination scale, horizon line and hour and azimuth lines, one sight missing, the reverse with revolving hour disc and gnomon with index moving over 360 degree scale for use in surveying, 4 3/4in (12cm) radius

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

#### Literature:

For similar quadrant see Cowham (Mike), *A Study of the Quadrant*, 2014, page 26.

76

#### A THOMAS TUTTELL BRASS UNIVERSAL EQUINOCTIAL RING DIAL, ENGLISH, CIRCA 1700,

signed *Made by Tho. Tuttell at Charing Cross London Mathematical Instrument maker to ye KINGS most Excellent Majesty*, meridian ring with obverse engraved with latitude scale and reverse with scales for solar altitude and zenith distance, equinoctial ring with hour scale and signature, bridge with pinhole gnomon sliding over calendar and zodiac signs scales, lacking suspension loop, 6 1/4in (16cm) diameter

£1,200 - 1,800  
 €1,300 - 2,000  
 US\$1,500 - 2,300

Thomas Tuttell (worked 1695-1702) was apprenticed to Henry Wynne in 1688 in the Clockmakers' Company and freed in 1695. In 1700 he was made Hydrographer to the king and the following year he collaborated with James Moxon on a treatise on mathematical instruments. He advertised a full range of mathematical, navigational, surveying and astronomical instruments from his shop in Charing Cross and drowned in 1702 in the course of completing a survey of the Thames.



77

77

**A RARE ELIAS ALLEN BRASS DOUBLE-HORIZONTAL DIAL, C.1630,**

*signed 'Elias Allen Fecit'*, the octagonal base-plate, with attachment holes in the angles, is engraved along the outer edge with the hour circle for a standard horizontal or polar dial IIII-XII-VIII reading inwards and subdivided to five minutes with the quarter hours marked, and 'T' half-hour divisions extended beyond the scale. Within this is a degree scale in quadrants, and within this, in the northern half, a stereographic projection of the sphere onto the plane of the observer's horizon is drawn. The ecliptic arcs are drawn across this diagram and carry the names of the corresponding months. A straight azimuth scale is drawn in the otherwise empty southern half of the plate. The two diagrams were used with a double gnomon (missing) composed of an angled shadow-casting edge for the polar dial, and a vertical edge below for the projection. The latter was useful for resolving problems concerned with the sun throughout the year, 7in (18cm) wide

£1,800 - 2,000  
 €2,000 - 2,200  
 US\$2,300 - 2,600

The horizontal instrument in this form was developed by the mathematician William Oughtred (1575-1660) in the early decades of the 17th century, and was in commercial production via Oughtred's protégé Elias Allen (c. 1588-1653) from the late 1630s onwards. Eleven examples of the instrument by Allen are known and three examples of a variant form. The model continued to be throughout the 17th century.

**Literature:**

See, for the origins and controversies surrounding the instrument A.J. Turner, 'William Oughtred, Richard Delamain and the Horizontal instrument in 17th century England', *Annali dell' Istituto e Museo di Storia della Scienza di Firenze*, vi-2, 1981, p99-125.

For a detailed technical account and an inventory of surviving examples, John Davis & Michael Lowne, *The Double Horizontal Dial and associated instruments* (BSS Monograph N° 5), London 2009.



78

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**A LARGE DOLLOND HORIZONTAL PEDESTAL DIAL, ENGLISH, EARLY 19TH CENTURY,**

*signed Dollond London*, for latitude 51 degrees 41 minutes, the circular bronze dial hour engraved with hour and minutes scales, Equation of Time, month scale, wind-rose with sixteen point compass rose marked with cardinal points, mounted at the centre with shaped gnomon, green patina overall, 15in (38cm) diameter

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,300 - 1,900



79



79



80

80 (detail)

79

**A BRASS TABLE EQUINOCTIAL SUN-DIAL, FRENCH OR GERMAN, 18TH CENTURY,**

the square base plate inset with compass and cardinal point initials in Latin, hinged plumb-bob mount and with latitude arc engraved with 30-90 degree scale and with securing screw, raised on three levelling screws and legs. mounted with hinged hour disc with scale engraved on both surfaces and removable pin gnomon, 5in (13cm) square

£2,000 - 3,000  
 €2,200 - 3,300  
 US\$2,600 - 3,900

80 Y Φ

**A CONRAD KARNER IVORY DIPTYCH DIAL, NUREMBERG, EARLY 17TH CENTURY,**

stamped CONRAD KARNER, the octagonal dial with upper outer face with lunar volvelle with brass disc with raised numerals, inner face with string gnomon horizontal and vertical delis, compass and pin gnomon dial for Italian hours, lower outer face vacant, 2 3/4in (7cm) long

£800 - 1,200  
 €890 - 1,300  
 US\$1,000 - 1,500



81

81

**AN EXCEEDINGLY RARE JOSEPH SWAN CARBON-ROD-FILAMENT INCANDESCENT LAMP ENGLISH, CIRCA 1877,**

the glass vacuum tube mounted horizontally in metal brackets, on blue velvet base within bevel glazed mahogany display case with brass plaque at the front lettered *THE FIRST INCANDESCENT ELECTRIC LAMP. This was made in 1877 (circa) by Sir (then Mr) JOSEPH WILSON SWAN, the tube 5in (13cm) long, the case 10 1/2in (26.5cm) wide*

**£4,000 - 6,000**  
**€4,400 - 6,700**  
**US\$5,200 - 7,700**

Sir Joseph Wilson Swan (1828-1914), born in Pallion, Sunderland in 1829, was an inquisitive young man undertaking apprenticeships with chemists and local industrial businesses. In 1850 Swan became fascinated with the idea of creating light using electricity and began to develop a light bulb using carbonized paper filaments inside a glass bulb. By 1860 he had created a working incandescent light bulb and obtained a patent for it. This light bulb, although extraordinary for its time, was of poor quality and had a short lifespan so Swan set about making improvements to his original bulb and with the use of carbonized thread and a better vacuum he was able to produce a much-improved version in 1875.

Swan first publicly demonstrated his incandescent light bulb during his popular lecture series in 1878-1879 at the Newcastle upon Tyne Chemical Society, however there were still improvements to be made. Another patent was obtained in 1880 for a more sophisticated filament in the bulb. In this same year Swan formed 'The Swan Electric Light Company Ltd' to manufacture his incandescent light bulbs for both private and commercial use. The first home in the world to have electricity was Swan's own house in Gateshead, Tyne and Wear.

Swan was commissioned to install his revolutionary bulbs at the Savoy Theatre in London, making it the first public building ever to be lit entirely by electricity using a total of 1,200 bulbs. Theatre goers rejoiced as the heat and odour caused by, now primitive, gaslight would often make the audience feel dizzy and unwell due to a lack of oxygen inside theatres.

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.



81 (detail)

Whilst Swan worked to illuminate England, Thomas Edison was attempting the same feat across the ocean in America. Edison tinkered with Swan's original version of the incandescent lamp and Swan allowed him to hold the patent for manufacturing and distribution of the light in the United States whilst he held the same in Britain. In 1883 Swan and Edison decided to merge their work to form the 'Edison & Swan United Electric Light Company', often referred to as Ediswan. The company focused on producing cellulose filament bulbs which Swan had created in 1881.

Sir Joseph Swan also made important contributions to the development of photograph by inventing a workable process of carbon printing that allowed photographic prints to be made. In recognition of his many and varied achievements Swan was elected to the Royal Society in 1884. In 1904 he was presented with the Royal Society's Hughes Medal and was knighted. He died 10 years later in Surrey at the age of 85.

Exhibited: The Royal Society, Carlton House



82



83

82  
**FOUR ELECTRIC LIGHT BULBS, LATE 19TH CENTURY AND LATER,**

comprising a hand-blown spiral green glass bulb on screw thread, printed on the glass *100 I 16 Edison Swan Ediswan* and with circular paper label lettered in ink *Peacock Green 725*; a hand-blown pink glass bulb on screw thread printed on the glass *The Edison-Swan 100 I 16* and *Ediswan*, circular paper label inked *Pink...*; together with a conical plain glass bulb on screw thread and a machine-made plain glass bulb on bayonet fitting, (4)

£2,000 - 3,000  
 €2,200 - 3,300  
 US\$2,600 - 3,900



84

83  
**LE COULTRE COMPASS CAMERA**

*No. 2503, in leather case*

£600 - 800  
 €670 - 890  
 US\$770 - 1,000

84  
**A LECOULTRE CO COMPASS CAMERA,**  
*no. 1755, with Cubitt roll film back, leather pouch and instruction booklet *How To Take Snapshots With The Compass Camera I.**

£600 - 800  
 €670 - 890  
 US\$770 - 1,000

84A

**A RARE LEICA 1C OUTFIT, 1931,**

No. 40603, with 50mm f1.25 Elmar lens, No.603, a 135mm f1.35 Hecktor lens (un-numbered), two viewfinders, a rangefinder and set of filters, in original fitted leather case.

£6,000-8,000

For illustrations, please see the online catalogue [www.bonhams.com](http://www.bonhams.com) sale 24670.

85

**A RARE PRINTED REPORT OF DOCUMENTING THE APPLICATIONS OF AN ANALOG COMPUTER (DIFFERENTIAL ANALYSER) IN WORLD WAR II FOR VARIOUS MILITARY PURPOSES, 1939-1945,**

the cover printed and in manuscript *Report of work done on the Manchester Differential Analyser by Prof. D.R.Hartree M.A.Ph.D. F.R.S. and his team 1939-1945 Jack Hoggan left 41, Malcolm Nicolson left 40, Phyllis Locket was here when I joined, Nick Eyres joined 40, Jack Howlett, David Copley, John Michel, Oscar Bunemann*, together with a manuscript letter from J.M.Brown, Ministry of Supply, to Dr N R Eyres the grandfather of the vendor, dated 31.5.45, *small folio*

£1,000 - 2,000

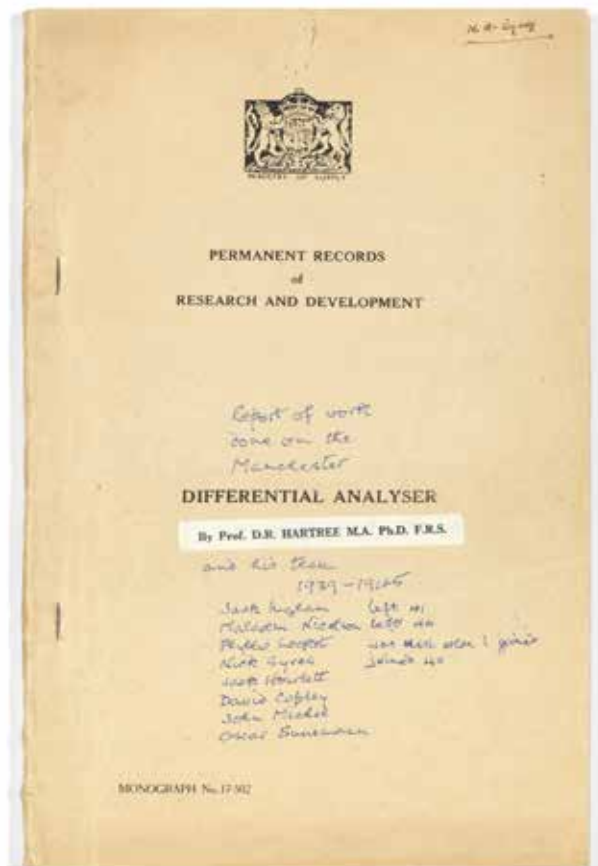
€1,100 - 2,200

US\$1,300 - 2,600

Jack Howlett, who was a member of the team (mentioned on the front cover) and later became the Head of the Computer Group at AERE Harwell. He was involved in the Tube Alloys[4] project relating to the Allied development of nuclear weapons during the Second World War:

“Jack joined Tube Alloys to work under Professor Hartree. They used the Differential Analyser, carrying out some large scale computations for Rudolf Peierles and Klaus Fuchs - it was only recently that he said, with some pride, that he had made a significant contribution to the project finding an asymptotic solution to a critical equation. This work preceded the arrival of the 15-strong British team at Los Alamos in December 1944.”[1]

In a commentary in 1993 on his time at Manchester he wrote[2]:  
“The machine was taken over by the Ministry of Supply in 1939 for what would now be called defense work - meaning, of course, weapons-related work and I joined the team there in 1940, working under Hartree. For any problem that could be reduced to the numerical integration of ordinary differential equations, and that covers a very great deal, the machine was the most powerful tool available anywhere at that time. Everything we did carried a security classification and of course nothing could be published during the war years. After the war Hartree wrote a consolidated account, but this just disappeared into the Ministry of Supply archives and so far as I know has never been seen since. (This could refer to the document now being offered). We did a lot of work on radar, particularly on anomalous propagation, and, perhaps rather surprisingly, on heat flow in materials for which the thermal properties varied with temperature, this having a bearing on steel production: something on this was published later.”



85

The manuscript contains a section on calculations of the effect of spherical explosions, and also a section on the calculation of a non-linear diffusion equation which the document mentions was performed at the request of the Professor Rudolf Peierls [3] and the Tube Alloys directorate, and was a calculation concerning separation of U235 and U238 for the Uranium processing plant in Oak Ridge, Tennessee. It therefore appears that the manuscript documents some of the British contributions to the Manhattan Project. “At one stage we were asked by a very distinguished physicist if we could tackle a non-linear parabolic partial differential equation and give him the numerical solution as a function of time. He was very careful not to give us any indication of the origin of the problem, but assured us that it was very important and that he could get formal authorisation at whatever level we needed for whatever effort we should need to expend. We did it, and it took a team of three, working under Hartree’s very active direction, not much under a year. Naturally we speculated among ourselves on the physical problem, and Hartree got it right: it concerned the separation of U235 from U238 by a diffusion process. The plant was being built at Oak Ridge, Tennessee.”[2]

[1] <http://www.chilton-computing.org.uk/acl/associates/permanent/howlett/beforeharwell.htm>

[2] <http://www.chilton-computing.org.uk/acl/associates/permanent/howlett/croaken.htm>

[3] [https://en.wikipedia.org/wiki/Rudolf\\_Peierls](https://en.wikipedia.org/wiki/Rudolf_Peierls)



86

86

**A COMPLETE TRIO ENIGMA MACHINE ROTOR SET, BY ETEL-WERK, 1943,**

No. A 00454/43 E, the set comprising I, II and III, internal wiring in Royal, Flag and Wave respectively, all with the stamped Reichsadler and swastika above W6A900, locking alpha wheel with red groove marker, ebonite cores with Bakelite notch wheels, typical dot-grounded aluminium cartridges, complete with the original core rod, 3 3/4in (9.5cm) diameter (3)

£9,000 - 12,000  
 €10,000 - 13,000  
 US\$12,000 - 15,000



87 (detail)



87 (detail)



87 (detail)



87 (detail)





87

**A VERY ORIGINAL HEINSOETH UND RINKE THREE ROTOR ENIGMA ENCIPHERING MACHINE, GERMAN, 1941,**

No. 13498, rotors I, II, and IV, each rotor with serial number A13498, standard QWERTY keyboard of 26 keys and light panel, white on black backgrounds, battery switch, ebonite *Steckerbrett* [plugboard] with 11 stecker cables and 2 spares stored in the top lid of case), upper lid with 10 spare bulbs, in original oak case with metal lock, hinge and lid restraints and original leather carrying handle, 13 1/2in x 11in x 6in (34cm x 28cm x 15cm)

£100,000 - 150,000  
 €110,000 - 170,000  
 US\$130,000 - 190,000

Patented by Arthur Scherbius in 1918, the Enigma machine utilizes three interchangeable rotors which scramble plain-text messages and produce a cipher text message which is then sent, generally via Morse code, to a receiving party with an Enigma set up in the same configuration as the sending Enigma. All of the machines could use the interchangeable wheels from any enigma, so to find a matching set of wheels with the same serial number as the Enigma is extremely rare. Though the German military was familiar with the Enigma, it was not adopted as their primary cipher device until 1926, when they discovered that all German naval coded messages had been intercepted and read by the British during the latter half of WWI.

It is unknown exactly how many of these machines were made, but we know that their survival rate is very low. There are around 40 examples in Museums around the world. The 3-rotor Enigma was used by the German army up to end of the war, by the navy until 1942, and also by the Airforce until c.1944. The Navy changed their machines to M4s in 1942 and the Airforce near the end of the war, to M5s and upwards to prevent the Allies continually breaking the code. At the end of the war, rather than have the machines fall into enemy hands, they were destroyed by the German forces upon retreat, many simply thrown into rivers and lakes, and documents pertaining to their manufacture were burned or in many cases simply lost.

This example of the standard three rotor enigma machine "Modell 1" was used principally by the army (Wehrmacht), and was their favoured enciphering device. British attempts to break the Enigma code were fruitless for years. The breakthrough eventually came after the creation of the famous British codebreaking center Bletchley Park in 1937. Using the technology transferred to them from the brilliant Polish codebreaking team in 1939, as well as documents supplied by the French Intelligence from a German spy, Alan Turing, along with Knox, Foss and many others were able to break the Enigma code, shortening the war by an estimated two years, and saving countless lives.



88

88

**A RARE HEIMSOETH UND RINKE ENIGMA M4 ENCIPHERING MACHINE, GERMAN, 1943,**

No. M5467, lacking rotors, lamp board display, QWERTY keyboard, in grey and black painted metal case, plug board in the front with set of leads, four spare patch leads in lid together with a coloured glare screen, spare bulbs and stencilled in black in the inner lid *Kommando der Marinestation der Nordsee* in oak case with and leather carrying handle, 13 1/2in x 11in x 6 1/2in (34.5cm x 28.5cm x 16cm)

£150,000 - 200,000

€170,000 - 220,000

US\$190,000 - 260,000

Anyone who has seen the film *The Imitation Game* will know the story of how the staff at Bletchley Park cracked the German Army three rotor Enigma however this more complicated M4 four rotor Enigma presented the team with a more difficult problem. As the operators had a choice of eight scramblers rather than five. Also with the reflector – the standard reflector was fixed while in this example the reflector could be fixed in any one of 26 orientations hence the number of possible keys was increased by a factor of 26.

The German Navy were gaining an upper hand in the Battle of the Atlantic and Admiral Karl Donitz has developed a highly effective two-stage strategy for naval warfare which begun with his U-boats spreading out and scouring the Atlantic for Allied convoys. Once found, it would then call other U-boats to the scene and the attack would only commence once a large pack of U-boats were present. For this strategy it was imperative for the German Navy to have secure communications which was provided by this Enigma.

Between June 1940 and June 1941 The Allies lost on average 50 ships per month and unless these losses could be drastically reduced Britain was in danger of losing the Battle of the Atlantic and subsequently, the war. Churchill later wrote:

“Amid the torrent of violent events one anxiety reigned supreme. Battles might be won or lost, enterprises might succeed or miscarry, territories might be gained or quitted, but dominating all, our power to carry on war, or even keep ourselves alive, lay in our mastery of the ocean routes and the free approach and entry to our ports.” So the pressure was on for the team at Bletchley to be able to crack the M4 Enigma.



88 (detail)

The simplest strategy for cracking the naval enigma was to capture the German code books. Several plans were made including one devised by Ian Fleming, creator of James Bond and then working for Naval Intelligence involving crashing a captured bomber in the English Channel near a German ship. The ship would then approach the plane to rescue their colleagues and the British crew would then board the ship, capture the crew and steal the code books. This plan eventually came to nothing and the books were eventually captured during daring raids on U-boats and German weather ships.

These documents gave Bletchley the means to bring an end to German naval intelligence blackout and they could then pinpoint the location of U-boats and convoys could be steered past the enemy. British destroyers could even go on the offensive, seeking out and sinking U-boats.

It was imperative that the German High Command never suspected that the system had been cracked as if they had, they would upgrade the machines and once again Bletchley would be back to square one. So the information had to be used very carefully.

The Naval M4 Enigma machines were made in much smaller quantities than the 3 rotor Army examples and in addition, the majority of these were lost when either when the ships and boats were sunk in combat or scuttled by their crews at the end of the war.



88 (detail)



88 (detail)



88 (detail)



# Innovation & Collaboration

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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

## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

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

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

## 8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

## 9. PAYMENT

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

### Bonhams' preferred payment method is by bank transfer.

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

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

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

Payment may also be made by one of the following methods:

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

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

**Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only).** There is no limit on payment value if payment is made in person using Chip & Pin verification.

**Payment by telephone** may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

**Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only).** There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

**Note: only one debit or credit card may be used for payment of an account balance.** If you have any questions with regards to card payments, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

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

## Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

*Lots* marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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



## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

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

## 21. PICTURES

### Explanation of Catalogue Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

Olt is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

### Bottling Details and Case Terms

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto:info@bonhams.com)

### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or 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.

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

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

#### 5 STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.



Paddle number (for office use only)

# Bonhams

**This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.**

### 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](http://www.bonhams.com)) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from [info@bonhams.com](mailto:info@bonhams.com). We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties.

Would you like to receive information from us by email?  or post

### Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: Instruments of Science and Technology		Sale date: September 19, 2018													
Sale no. 24670		Sale venue: Knightsbridge, London													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments:</b></p> <table border="0"> <tr> <td>£10 - 200 .....by 10s</td> <td>£10,000 - 20,000 .....by 1,000s</td> </tr> <tr> <td>£200 - 500 .....by 20 / 50 / 80s</td> <td>£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000 .....by 50s</td> <td>£50,000 - 100,000 .....by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000 .....by 100s</td> <td>£100,000 - 200,000 .....by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000 .....by 200 / 500 / 800s</td> <td>above £200,000 .....at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000 .....by 500s</td> <td></td> </tr> </table> <p><b>The auctioneer has discretion to split any bid at any time.</b></p>				£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s	£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s	£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s	£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s	£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion	£5,000 - 10,000 .....by 500s	
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£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s														
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion														
£5,000 - 10,000 .....by 500s															
Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

**Please note that all telephone calls are recorded.**

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

<b>FOR WINE SALES ONLY</b>	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

<b>BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.</b>	
Your signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

**Please email or fax the completed Auction Registration form and requested information to:**

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, [bids@bonhams.com](mailto:bids@bonhams.com)

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