Bonhams

The Sporting Sale

To include The Pierre Horwitz Collection: Part II

Edinburgh | 1 May 2019



The Sporting Sale

To include The Pierre Horwitz Collection: Part II

Wednesday 1 May 2019 at 11am 22 Queen Street, Edinburgh

BONHAMS

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VIEWING

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SALE NUMBER

25362

CATALOGUE

£10.00

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ILLUSTRATIONS

Front cover: Lot 67 Inside front cover: Lot 85 (detail) Sale information page: Lot 46 Contents: Lots 150, 108, 155 Inside back cover: Lot 81 Back cover: Lot 67

IMPORTANT INFORMATION

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

REGISTRATION IMPORTANT NOTICE

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Sale Information



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

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Pictures Chris Brickley Colleen Bowen May Matthews

Jewellery Nathalie Jordan FGA MA MLitt Rebecca Bohle

Silver Fiona Hamilton Gordon McFarlan

Asian Art lan Glennie Asha Edwards

European Ceramics & Glass Katherine Wright Books, Manuscripts & Maps Georgia Williams

Arms & Armour Kenneth Naples

Furniture, Clocks, Rugs, Carpets, Works of Art & Scientific Instruments Kenneth Naples Georgia Williams

Whisky Martin Green Charles MacLean (consultant)

The Sporting Sale Georgia Williams Hamish Wilson

BOOKS MAPS AND MANUSCRIPTS

For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled VAT at the end of the catalogue.

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

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

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

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Books Lots 1 - 13



1 •

AKERMAN (JOHN YOUNGE)

Spring-Tide; or, The Angler and his Friends, AUTHOR'S OWN COPY, second edition, engraved portrait frontispiece, bookplate of John Younge Akerman and Rev. Frederick George Lee, publisher's green cloth, Richard Bentley, 1852 -- [DAVY (HUMPHREY)] Salmonia: or Days of Fly Fishing, FIRST EDITION, illustrations in text, contemporary half calf, rebacked, John Murray, 1828--BEST (THOMAS) A Concise Treatise on the Art of Angling, second edition, "corrected and enlarged", engraved frontispiece, ink inscription to front free endpaper, later half calf, C. Stalker, [1789]; idem, another copy, tenth edition, 2-page publisher's catalogue, ownership inscription of Francis Francis in pencil to verso of title, later quarter calf, rebacked [Westwood & Satchell, p.31], B. Crosby, 1814; idem, another copy, eleventh edition, engraved frontispiece, modern quarter calf, Baldwin, 1822; SALTER (THOMAS) The Angler's Guide..., sixth edition, engraved portrait frontispiece, illustrations in text, modern guarter calf, Sherwood and Co., 1825--TAYLOR (SAMUEL) Angling in all its Branches Reduced to a Complete Science, FIRST EDITION, lacking frontispiece, nineteenth century quarter vellum [Westwood & Satchell, p.205], T.N. Longman and O. Rees, 1800--JESSE (EDWARD) An Angler's Rambles, bookplate of G. W. Tomlinson, later half calf, rubbed, J. Van Voorst, 1836--YOUNGER (JOHN) River Angling for Salmon and Trout..., third edition, engraved portrait, publisher's green pictorial cloth gilt [Westwood & Satchell, p.244], Kelso, J. & J. Rutherfurd, 1864--WALTON (IZAAK) and Charles Cotton, The Complete Angler, a new edition, ownership inscription of R.B. Marston, publisher's cloth, rubbed, Ingram, Cooke, 1853--HANSARD (GEORGE AGAR) Trout and Salmon Fishing in Wales, contemporary half calf by E. Worrall, spine faded, Longman, Rees, 1834, 8vo & 12mo (11)

£100 - 150

2 •

BAINBRIDGE (GEORGE COLE)

The Fly-Fisher's Guide, FIRST EDITION, 8 hand-coloured plates, contemporary straight grained morocco gilt, rebacked [Westwood & Satchell, p.21], Liverpool, For the Author, 1816--CARROLL (W.) The Angler's Vade Mecum, Containing a Descriptive Account of the Water Flies, FIRST EDITION, 12 hand-coloured engraved plates, lacks half-title, title and contents leaves strengthened at inner margin, plate 1 rebacked, modern half morocco [Westwood & Satchell, p.50], Edinburgh, Archibald Constable, 1818--PULMAN (GEORGE PHILIP RIGNEY) Vade Mecum of Fly-fishing for Trout; being a Concise Practical Treatise on that Branch of the Art of Angling, FIRST EDITION, 2-page list of subscribers, bookplate of Snelson of Snelson, lacks front free endpaper, publisher's maroon cloth, original printed label on upper cover [cf. Westwood & Satchell, p.174], small 8vo, Axminster, E. Wills, 1841; with a copy of the second edition (1846) with the name and address of the angling author James Ogden on the front free endpaper, 8vo unless otherwise stated, (4)

£300 - 500

3 • ELDER (FRANK)

The Book of the Hackle, NUMBER 23 OF 85 COPIES, photographic frontispiece, 6 colour plates, 29 ACTUAL MOUNTED HACKLES, publisher's maroon gilt crushed morocco by A. W. Lumsden, g.e., slip-case, 8vo, Edinburgh, Scottish Academic Press, 1979--TAVERNER (ERIC) Trout Fishing from All Angles, A Complete Guide to Modern Methods, FIRST EDITION, NUMBER 33 OF 375 DE LUXE COPIES SIGNED BY THE AUTHOR, tipped-in plates, 30 ACTUAL SPECIMENS OF FLIES IN SUNKEN MOUNT, publisher's blue gilt morocco, rubbed, t.e.g., 4to, Seeley, Service, 1929 (2)

£300 - 400

4 **•**

FLY-FISHERS' CLUB

The Flyfishers'. An Anthology to Mark the Centenary of the Flyfishers' Club 1884-1984, NUMBER 16 OF 85 "DE LUXE" COPIES, signed by numerous people, edited by Jack Chance and Julian Paget, frontispiece and illustrations by Rodger McPhail, actual salmon fly in sunken mount inside upper cover, publisher's half calf, g.e., original slipcase, 4to, 1984; idem, another copy, NUMBER 47 OF 85--The Book of the Flyfisher's Club 1884-1934, colour frontispiece after John Rennie, 11 plates, publisher's blue half morocco gilt, t.e.g., [1934], 4to, The Flyfishers Club, together with an unframed print, 'Fly-Fisher's Club, 2000, 291 x 395mm, by Roger McPhail, 192/615, signed, published by the Fly-Fisher's Club, published by the Fly-Fisher's Club (4)

£100 - 200

5 •

HENDERSON (JOHN)

John Henderson's Hackle Book, NUMBER 56 OF 120 STANDARD LIMITED EDITION COPIES, signed by the editor Jack Heddon, 4 tipped-in plates, 40 ACTUAL SAMPLES OF HACKLES (5 with some loss) mounted on 5 sheets, publisher's quarter morocco by Tony Sismore, slipcase, folio, 1980--ELDER (FRANK) The Book of the Hackle, NUMBER 22 OF 85 COPIES, photographic frontispiece, 6 colour plates, 23 (of 29) ACTUAL MOUNTED HACKLES, publisher's maroon gilt crushed morocco, g.e., slip-case, Edinburgh, Scottish Academic Press, 1979--SCOTCHER (GEORGE) The Fly Fisher's Legacy, NUMBER 216 OF 380 COPIES, tipped-in colour frontispiece, 1974--HEDDON (JACK) Scotcher Notes. Bibliographical, Biographical and Historical Notes to George Scotcher's "Fly Fisher's Legacy", NUMBER 98 OF 165 COPIES signed by the author and the illustrator John Simpson, a hand-tied artificial black gnat countersunk as frontispiece, 6 hand-coloured plates depicting flies, 1975--DENISON (ALFRED, translator) Dit Boecxken [A Literal Translation into English of the Earliest Known Book on Fowling and Fishing Written Originally in Flemish and Printed at Antwerp in the Year 1492], ONE OF 125 COPIES, illustrations in the text, original receipt loosely inserted, 1978, the last 3 publisher's morocco-backed marbled boards, original marbled box, all but the second mentioned published by The Honey Dun Press, 8vo and small folio (5)

£200 - 300

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.

6 • [HOWLETT (ROBERT)]

The Anglers Sure Guide: or, Angling Improved, And Methodically Digested, FIRST EDITION, engraved frontispiece and one plate [Westwood & Satchell, p. 110], G. Conyers, 1706--The Art of Angling, Rock and Sea-fishing, FIRST EDITION, title printed in red and black with vignette, woodcut illustrations, ownership inscription of Isaac Street (1789) [Westwood & Satchell, p. 42], John Watts, 1740--SHIRLEY (THOMAS) The Angler's Museum; or, the Whole Art of Float and Fly Fishing, FIRST EDITION, engraved frontispiece portrait of John Kirby ("the celebrated angler"), woodcut vignette on title, each coloured by a later hand, contemporary quarter morocco over marbled boards, rebacked preserving original spine [Westwood & Satchell, p. 194], John Fielding, [1784]--The Gentleman Angler... Third Edition, with Large Additions, rebacked [ESTC T112098], C. Hitch, [?1743], unless mentioned contemporary calf, 8vo; and another, the angling section of Cox's "Recreations" (5)

£200 - 300

7

SPORTING

MASON (GEORGE FINCH) A collection of 65 ink and pencil sketches of sporting and other scenes, on board, some captions, annotations and corrections in white to the image, preserved in 2 purpose-made morocco gilt ringbinders (one by Asprey of London), images mostly between 270 x 180mm., and 128 x 180mm., a few smaller, [late nineteenth/early twentieth century]

£700 - 1,000

A good collection of 65 original ink designs by Eton-educated sporting artist George Finch Mason (1850-1915). The majority of images relate to horse racing or hunting subjects. Of these approximately 30 feature horses (many on the course at Stockbridge, Kingsbury and elsewhere), whilst others are of attendees ("Crinoline on a Derby Night", etc.) or portrait studies of sporting figures, including John Sholto Douglas, the Marquis of Queensbury (the nemesis of Oscar Wilde), and two mounted jockeys. Includes two designs for the cover of Reginald Herbert's sporting novel *When Diamonds Were Trumps* (1908).

8 •

SPORTING REPOSITORY

The Sporting Repository, containing Horse-Racing, Hunting, Coursing... Pugilism, FIRST EDITION, *19 hand-coloured aquatint plates after Henry Alken and James Barenger by G. and T. Hunt, light ink inscription on blank verso of frontispiece, title and one leaf repaired at corners, some gatherings browned, green crushed morocco gilt by Riviere, t.e.g., upper joints slightly weakened [Schwerdt II, p. 212], 8vo,* Thomas McLean, 1822

£300 - 400

"The first and only edition of a rare and valuable magazine" (Schwerdt).

9 •

TAVERNER (ERIC)

Trout Fishing from All Angles, A Complete Guide to Modern Methods, FIRST EDITION, NUMBER 33 OF 375 DE LUXE COPIES SIGNED BY THE AUTHOR, *tipped-in plates*, 30 ACTUAL SPECIMENS OF FLIES IN SUNKEN MOUNT, *publisher's blue gilt morocco, rubbed, t.e.g., 4to,* Seeley, Service, 1929

£100 - 150



10

10 •

THORBURN (ARCHIBALD)

A Naturalist's Sketch Book, NUMBER 80 OF 105 LARGE PAPER COPIES, 60 plates (24 colour) mounted on grey card, later quarter morocco, gilt title to spine, folio, Longmans, Green, 1919

£400 - 600

11 No lot

12 •

VENABLES (ROBERT)

The Experienced Angler: or, Angling Improv'd. Being a general discourse of angling... fifth edition much enlarged, *additional engraved title by F.H. van Hove, rubbed, engraved illustrations in the text, frontispiece rubbed with taped tears and lower left, title with top right-hand tip lacking, browning, modern calf, rubbed, rebacked, g.e. [Westwood & Satchell, p.214; Wing V186], small 8vo, B.W. for B. Tooke, 16830--MASCALL (LEONARD) A Booke of Fishing with Hooke and Line... Reprinted from the Edition of 1590. With Preface and Glossary of 1590, LIMITED TO 200 COPIES, <i>morocco gilt bookplate of Arthur Denison, publisher's quarter morocco, small 4to*, W. Satchell, 1884 (2)

£200 - 300

Provenance: Joseph Crawhall, ownership inscription on front free endpaper, and bookplate; H.T. Sheringham, bookplate.

13 **•**

[WATKINS-PITCHFORD (DENYS J.)] "B.B."

Fisherman's Folly, 2003--HILTON (JACK) Quest for Carp, 2004--GIBBINSON (JIM) Carp, 2004--WHEAT (PETER) Angling Down the Years, 2004, SIGNED BY THE AUTHOR, Little Egret Press--DOWNS-BAIRD (DONALD) Weavings Round the Creel, *illustrations in text*, Creel Press, 1991--ASHLEY COOPER (JOHN) A Salmon Fisher's Odyssey, SIGNED BY THE AUTHOR, *publisher's half morocco gilt*, 1982; A line on Salmon, *publisher's quarter calf gilt, t.e.g.*, 1983, Witherby--ROBERTS (JOHN) Fly Fishing for Grayling, Excellent Press, 1999; YATES (CHRIS) Falling in Again, Merlin Unlin Books, 1998--BULLER (FREDERICK) More Mammoth Pike, The Medlar Press, 2005--LAPSLEY (PETER) River Fly-Fishing, 2003--GODDARD (JOHN) Reflections of a Game Fisher, 2002, *publisher's quarter morocco*, Robert Hale, LIMITED EDITIONS, *plates, publisher's morocco gilt, slip case, most g.e., unless otherwise stated* (12)

£100 - 150

Prints and Pictures Lots 14 - 45



14



15

14

AFTER MAJOR GEOFFREY DOUGLAS GILES

The Kildare colour proof by Fores, signed in pencil by the artist (and another similar)

£300 - 400

15

TWO 'SNAFFLES' PRINTS

Charlie Johnson Payne, 'Snaffles' (British, 1884-1967) Two hunting prints by Fores, one with hand colouring (2)

£300 - 400

16 AFTER DAVID ELEY River Spey & River Dee

A pair of colour prints, signed and dated '87 limited edition 7/500; and a further print after Melvyn Buckley 'Lord of the Pool' $60 \times 40cm$ (23 5/8 x 15 3/4in).

£250 - 350

17

AFTER CHARLES WHYMPER

Salmon Fishing a 19th century etching by H R Robertson, published by The Fine Art Society 1890, 63 x 38cm and a late Victorian engraving of Glen Affaric (sic) by John MacWhirter *52 x 76cm* 2

£200 - 300

6 | BONHAMS

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19

18 **ALFRED WHEELER (BRITISH, 1851-1932)** Portrait of Three Hounds signed 'A Wheeler Jnr/91' oil on board 31 x 50cm (12 3/16 x 19 11/16in).

£700 - 1,000

19 AR **GRACE WHEATLEY (BRITISH, 1888-1970)** Mouse, Bud, Queen and Blossom - four studies of dogs each signed 'E Grace Wheatley' (lower left and right) and titled (lower right) oil on panel each 14 x 22cm (5 1/2 x 8 11/16in). (4)

£700 - 1,000





21

20 JOHN RUSSELL (BRITISH, ACTIVE 1869-1918) Salmon on a bank signed 'John Russell' (lower right) oil on canvas 45 x 91 cm. (17 11/16 x 35 13/16 in.)

£800 - 1,200

21 AR **MARION RODGER HAMILTON HARVEY (BRITISH, 1886-1971)** Golden Retriever signed 'Marion Harvey' (lower left) pastel on grey paper 50 x 60 cm. (19 11/16 x 23 5/8 in.)

£400 - 600





23

22 JAMES BATEMAN (BRITISH, 1815-1849) Chasing the Fox signed and dated 'J Bateman/1842' (lower right) oil on canvas 113 x 144 cm. (44 1/2 x 56 11/16 in.)

£1,500 - 2,000

Provenance Purchased from Julian Simon Fine Art, London, in 1996 23 JOHN GIFFORD (BRITISH, 19TH CENTURY) Stalking in the Highlands signed 'John Gifford' (lower left) oil on canvas 59.5 x 90.5cm (23 7/16 x 35 5/8in).

£2,000 - 3,000





25

24 AR

CHARLES FREDERICK TUNNICLIFFE , R.A. (BORN (BRITISH, 1901-1979))

Woodcock signed 'CF Tunnicliffe' (lower right) watercolour 48 x 69 cm. (18 7/8 x 27 3 1/16 in.)

£2,000 - 3,000

Exhibited

London, *Charles Tunnicliffe RA: The Composition Drawings*, The Tryon and Moorland Gallery, March 1986



26

25

ARCHIBALD THORBURN (BRITISH, 1860-1935) Grouse signed 'A Thorburn' (lower right)

watercolour en grisaille 19 x 31.5 cm. (7 1/2 x 12 3/8 in.)

£1,000 - 1,500

Provenance

With Tryon Gallery, London

26

ARCHIBALD THORBURN (BRITISH, 1860-1935) Patridges

signed 'A Thorburn' watercolour en grisaille $26 \times 45 \text{ cm}$. (10 1/4 x 17 11/16 in.)

£2,000 - 3,000





28

27 **ARCHIBALD THORBURN (BRITISH, 1860-1935)** Velvet Scoter signed 'A. Thorburn' (lower left) watercolour

watercolour 17 x 25cm (6 11/16 x 9 13/16in).

£1,500 - 2,000

Literature

(Apparently) Archibald Thorburn, British Birds, Vol. III, no. 56

28

ARCHIBALD THORBURN (BRITISH, 1860-1935)

Pink Footed Goose signed 'A. Thorburn' (lower left) watercolour 17 x 24.5cm (6 11/16 x 9 5/8in).

£1,500 - 2,000

Literature

(Apparently) Archibald Thorburn, British Birds, Volume VII No. 23

29

JAMES FAED JNR (BRITISH, 1856-1920)

Eagle signed and dated 'James Faed Jnr/ Nov 1884' (lower right) oil on canvas 30 x 24cm (11 13/16 x 9 7/16in).

£800 - 1,200



29





31

30 JOHN FERNELEY, SNR. (BRITISH, 1782-1860)

Portrait of a Bay Horse in Melton Mowbray Landscape, 1835 signed, inscribed and dated 'J Ferneley, Melton Mowbray, 1836' (lower right) oil on board 18.5 x 40cm (7 5/16 x 15 3/4in).

£1,500 - 2,000

31 BRITISH SCHOOL

Chestnut Horse in a Summer Pasture oil on canvas 57 x 69cm (22 7/16 x 27 3/16in). unframed

£400 - 600





33

32 HARRY HALL (BRITISH, 1815-1882) Cossack signed, inscribed and dated 'Harry Hall/1847' (lower left) oil on canvas 38.5 x 50cm (15 3/16 x 19 11/16in).

£2,000 - 3,000

33 HARRY HALL (BRITISH, 1815-1882) Van Tromp signed and inscribed 'H.Hall/Newmarket' (mid right) oil on canvas 36.5 x 49.5cm (14 3/8 x 19 1/2in).

£2,000 - 3,000





35

34

JAMES LODER OF BATH (BRITISH, 1784-1860)

The Rev. D Locke's hunter signed and dated 'J Loder Pinx/Bath 1836' oil on canvas 58 x 76 cm. (22 13/16 x 29 15/16 in.)

£1,500 - 2,000

35

JOHN STURGESS (BRITISH, ACTIVE CIRCA 1869-1903)

How to out against the Chestnut signed 'John Sturgess' (lower right) oil on canvas $26 \times 36 cm (10 \ 1/4 \times 14 \ 3/16 in).$

£800 - 1,200



36

36

JOHN STURGESS (BRITISH, ACTIVE CIRCA 1869-1903) A Soft Hearted Grey

signed 'John Sturgess' (lower left); further titled and signed to label (verso) oil on canvas $25 \times 36cm$ (9 13/16 x 14 3/16in).

£800 - 1,200







39

37 AR

ALAN M. HUNT (BRITISH, BORN 1947)

Buzzard signed and dated 'Alan M. Hunt/1985' (lower left) gouache and watercolour 43 x 62cm (16 15/16 x 24 7/16in).

£1,000 - 2,000

38 FRED MORRIS (BRITISH)

Two huntsmen signed, oil on board, 50 x 76cm (19 11/16 x 29 15/16in).

£200 - 300

39

40

AFTER JOHN GUILLE MILLAIS

Stag by the water's edge oil on canvas 64 x 100.5cm (25 3/16 x 39 9/16in).

£700 - 900

40

SAMUEL HENRY ALKEN (BRITISH, 1810-1894) Hunting scenes

signed 'H Alken' (lower right) watercolour vignette 22 x 29 cm. (8 11/16 x 11 7/16 in.) a run of 4

£1,000 - 1,500





42



41 AR HAROLD FRANK WALLACE (BRITISH, 1881-1962) Glen Affaric with red deer

signed 'F. Wallace' (lower left) watercolour 49 x 74cm (19 5/16 x 29 1/8in).

£1,500 - 2,000

42 AR

JOHN CYRIL HARRISON (BRITISH, 1898-1985)

Ptarmigan feeding in winter signed 'J.C.Harrison/1926' lower right watercolour $14 \times 22.5cm$ (5 1/2 x 8 7/8in). together with another of a Dotteral (2)

£200 - 400

₄₃ AR

HAROLD FRANK WALLACE (BRITISH, 1881-1962)

The Spey at Carron signed 'F. Wallace' (lower right) watercolour and gouache 24 x 35cm (9 7/16 x 13 3/4in).

£300 - 400

44

BRITISH SCHOOL (20TH CENTURY)

Attributed to Otto Murray-Dixon (British, 1885-1917) Ptarmigan on the tops changing to winter plumage watercolour 53.5 x 76.5cm (21 1/16 x 30 1/8in).

£1,000 - 1,500

45 FREDERICK (JOHN FREDERICK) TAYLER (BRITISH, 1802-1889)

Pony and Game including Grouse & Blackcock watercolour 20 x 29cm (7 7/8 x 11 7/16in).

£300 - 400

Silver and Works of Art Lots 46 - 75



46

A MODERN SILVER TABLE ORNAMENT OF A FOX

by SMD Castings, London 1976 Realistically cast, length 19cm, a figure of a stag, London 1968, a hind and a further fox, weight 41.3oz. (4)

£500 - 700

47

A GERMAN SILVER PHEASANT DECANTER

by Neresheimer, Hanau Realistically formed, the head acting as the stopper, length 37cm, and smaller Hanau bird table ornament, length 20cm, weight 26.2oz. (2)

£1,000 - 1,500

48

A GERMAN SILVER WOODCOCK DECANTER

by Neresheimer, Hanau Realistically cast with articulated wings, the head acting as the stopper, length 28cm, weight 19.3oz.

£800 - 1,200

49

A GROUP OF SILVER AND WHITE METAL JEWELLERY

Including three stick pins with deer and grouse finials, two 835 standard silver antler brooches and an 835 standard silver stag antler bottle cork, and four white metal items, (10)

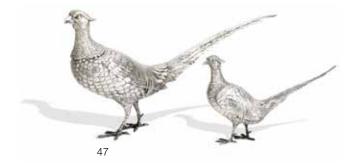
£150 - 250

50

A PAIR OF SMALL GERMAN SILVER PHEASANT DECANTERS by Neresheimer, Hanau

Realistically formed, the heads acting as the stoppers, length 19cm, weight 17.2oz. (2)

£700 - 900







MARY BEATTIE SCOTT, RETURN FROM STALKING

Highland pony carrying a red stag, bronze with brown patina, raised on a naturalistic base, signed 'Mary Beattie Scott, 5/9', *32cm wide*, *18cm deep*, *34cm high (12 1/2in wide, 7in deep, 13in high)*.

£1,000 - 1,500

Mary Beattie Scott won the best sculpture award in 2004 & 2005 for the Society of Equestrian Artists

52 JAMES OSBORNE (BRITISH, 1940–1992), FIGURE OF A JOCKEY

Bronze with brown patina, signed 'Osborne', '3/10', modelled on the gallop, raised on a marble plinth, *31cm wide, 14cm deep, 24cm high (12in wide, 5 1/2in deep, 9in high)*

£400 - 600

53

AFTER PIERRE JULES MÈNE (FRENCH, 1810-1879), A PAIR OF HUNTING DOGS

Bronze with brown patina, modelled leaping and catching a duck, on a naturalistic base, inscribed 'P. J. Mene', *43cm wide, 20cm deep, 25cm high (16 1/2in wide, 7 1/2in deep, 9 1/2in high)*

£400 - 600





54 AFTER PIERRE JULES MÈNE (FRENCH, 1810-1879), SCOTTISH HUNTER WITH FOX

Holding aloft a fox on a naturalistic base, with dog at feet, inscribed 'P. J. Mene', raised on a moulded brass circular base, *30cm diameter*, *50cm high (11 1/2in diameter, 19 1/2in high)*

£1,000 - 1,500

55 AFTER PIERRE JULES MÈNE (FRENCH, 1810-1879), A PAIR OF HUNTING DOGS

Bronze with brown patina, depicting a pair of dogs stalking a grouse, on a naturalistic base, inscribed 'P. J. Mene, 1847', 42cm wide, 17cm deep, 22cm high (16 1/2in wide, 6 1/2in deep, 8 1/2in high)

£400 - 600





A PAIR OF CONTEMPORARY BRONZE STAGS, AFTER JULES MOIGNIEZ (1835-1894)

Cast standing on a rocky outcrop, inscribed to the base 'J. Moigniez', raised on a moulded polished marble base, *39cm wide, 22cm deep, 78cm high (15in wide, 8 1/2in deep, 30 1/2in high)*

£600 - 800

57

PIERRE LENORDEZ (FRENCH 1815-92), A BRONZE OF CATHERINE HAYES AND FOAL

Modelled on a naturalistic base, with a inscribed passage reading: 'Catherine Hayes Winner of the Oaks at Epsom 1853 By Lanercost dam Constance by Partisan & her filly foal of 1818 by Irish Birdcatcher', signed 'P. Lenordez', raised on a ebonised wooden plinth *excluding plinth 43cm wide, 12cm deep, 29cm high (16 1/2in wide, 4 1/2in deep, 11in high)*

£1,500 - 2,000

58 - 59 No lots



20 | BONHAMS

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

A 19TH CENTURY MAHOGANY WHIP RACK

Of circular tiered form with hooks and supports, with a central turned column, raised on a base with lion paw feet, *46cm diameter, 99cm high (18in diameter, 38 1/2in high)*

£500 - 700

61

A GROUP OF 19TH & 20TH CENTURY HUNTING WHIPS

The first with antler handle mounted with gilt makers label 'Callow & Sons, Park Lane', the silver collar hallmarked 'London, 1877' on wooden shaft, another similar horn example with silver collar hallmarked 'Birmingham, 1941 RN' on leather shaft; together with two white metal mounted examples, (4)

£300 - 400

62

A 20TH CENTURY CASED DOUBLE CROQUET SET

The eight wooden mallets contained within a glazed mahogany case, with 8 balls, numerous metal hoops and mallet, 49cm wide, 27cm deep, 106cm high (19in wide, 10 1/2in deep, 41 1/2in high)

£600 - 800

63

TWO 20TH CENTURY HUNTING WHIPS

The first with antler handle above plaited leather shaft with silver collar, hallmarks for London, 1937, Edward Swaine Adeney, engraved 'M.R.W', the other a short Beagling whip, with carved antler handle in the form of a bears head, above wooden shaft with white metal collar decorated with relief of a fox, engraved 'M.J. Walker', with short knotted thong (2)

£300 - 400







64 A LARGE CASED DISPLAY OF A GAME BIRDS

Comprising an impressive brace of blackgame, a brace of pheasant and a brace of golden plover, male & female of each in a naturalistic rocky setting with vegetation and glazed flat-fronted cabinet *98cm wide*, *33cm deep*, *103cm high* (*38 1/2in wide*, *12 1/2in deep*, *40 1/2in high*)

£800 - 1,200

65 A LARGE CASED DISPLAY OF HIGHLAND GAME BIRDS

Comprising a brace of grouse, a blackcock & greyhen and a woodcock, displayed in a rocky naturalistic setting and flat-fronted glazed cabinet 79cm wide, 36cm deep, 90cm high (31in wide, 14in deep, 35in high)

£500 - 700

66 A BRACE OF CAPERCAILLIE BY HENRY WARD

The cock and hen birds displayed in a naturalistic setting, with applied label reading 'H. Ward, Late Williams, Vere St., Oxford St., London', cased and glazed, *103cm wide, 34cm deep, 94cm high (40 1/2in wide, 13in deep, 37in high)*

£600 - 1,000



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A PAIR OF 'IRISH ELK' OR GIANT DEER ANTLERS

Megaloceros giganteus

With 18 points and skull, (restorations), 224cm wide, 126cm deep, 87cm high (88in wide, 49 1/2in deep, 34in high)

£26,000 - 30,000

Provenance:

The Collection of the Late Sir Sidney & Lady Nolan at The Rodd

The 'Irish Elk' or Giant Deer lived during the Pleistocene Period of the Great Ice Age (starting 2.6 million years ago and ending 11,700 years ago). Now extinct, the Irish Elk is one of the largest deer that has ever lived.

The Giant Deer stood around 2.1mtrs tall at the shoulders, carrying antlers weighing up to 40kg and spanning up to 3.65 mtrs. Whilst called the 'Irish Elk', the species is neither exclusively Irish - or even

an elk but probably related to Red or Fallow deer. While the majority of the skeletons have been found in Ireland, their habitat was vast, spreading across Europe, Africa and China. The name itself stems from the fact that most of the remains have been found in the marl underlying bog of Ireland.

There are numerous theories regarding the extinction of the species - over-hunting by humans, as well as loss of habitat and vegetation due to climate change at the end of the last lce Age are both cited as potential causes. Alternatively, it has been suggested that the antlers themselves became so large that they leached minerals and calcium from the animal's bones, effectively causing what we know as osteoporosis.

These impressive antlers have long been a feature of Scottish and Irish Baronial banqueting halls. The largest known pair sold at auction measured 292cm wide, and came from Powerscourt, Enniskerry, Co. Wicklow (Christie's, London, 14 June 2001, Lot 5.)



68 A SET OF RED DEER ANTLERS

With 14 points, mounted on a carved polychrome shield, *97cm wide*, *50cm deep*, *97cm high* (*38in wide*, *19 1/2in deep*, *38in high*)

£600 - 800

69 A SET OF RED DEER ANTLERS

Unmounted, with twenty-three points, *122cm wide, 46cm deep, 116cm high (48in wide, 18in deep,*

£600 - 800





A SET OF FALLOW DEER ANTLERS

Engraved with a Ducal Coronet, mounted on a Black Forest style shield, 53cm wide, 53cm deep, 60cm high (20 1/2in wide, 20 1/2in deep, 23 1/2in high)

£400 - 600

71

A SET OF RECORD CLASS FALLOW DEER ANTLERS

With 29 points, mounted on an oak-leaf decorated carved and pierced wooden armorial-style shield, 62cm wide, 52cm deep, 97cm high (24in wide, 20in deep, 38in high)

£800 - 1,200





A SET OF GIANT ELAND ANTLERS, BY EDWARD GERRARD AND SONS

With applied ivorine label inscribed 'Giant Eland Taurotragus Derbianus, Africa', mounted on an oak shield-shaped back with partial paper label to the verso, 99cm wide, 42cm deep, 104cm high (38 1/2in wide, 16 1/2in deep, 40 1/2in high)

£500 - 800

73

A CAPE BUFFALO SKULL AND HORNS

Unmounted, 70cm wide, 16cm deep, 62cm high (27 1/2in wide, 6in deep, 24in high)

£400 - 600



73



74

A SET OF RECORD CLASS EUROPEAN MOOSE ANTLERS With 22 points, mounted on a shield-shaped wooden mount, 98cm

wide, 44cm deep, 80cm high (38 1/2in wide, 17in deep, 31in high)

£500 - 800

75 A TAXIDERMY WILD BOAR HEAD

Mounted on shaped wooden shield, 39cm wide, 55cm deep, 57cm high (15in wide, 21 1/2in deep, 22in high)

£300 - 500



Fishing Lots 76 – 94



76 A CARVED SALMON FROM THE RIVER EDEN CAUGHT BY EDWIN HOUGH, P. D. MALLOCH, PERTH

Carved wooden and naturalistically painted mounted on a painted backboard within and oak surround frame, inscribed: "Model of 32lb Salmon Killed by E L Hough in River Eden 4th Nov 1903. On single cut trace. Hooked in Crosby Pool and landed below Eden Grove a distance of about 3/4 of a mile. Found to be hooked at base of dorsal fin," sold together with related documentation, photographs and a gaff. The gaff marked for catches and inscribed: "In at the death of 321 Salmon. Weight 6399lbs". Two volumes of Angling Journals of Mr E L Hough, recording the above fish amongst many others and two reproduced photos of Hough and others at fishing locations 134cm wide, 52cm high including frame

£3,500 - 4,500

Edwin Leedham Hough CBE was a prolific salmon angler on the Cumbrian Eden where he fished from 1875 to 1910 and it was during these that the quantity and quality of the Eden salmon were justly famous.

77 A CASED LOCH TAY TROUT, BY P.D. MALLOCH, PERTH

The naturalistically painted plaster trout mounted in a barrel-fronted case with a painted back-board signed & inscribed "Trout, Caught by A.G.W. Arbuckle, On Loch Tay, 8th Aug 1902, Weight 3lbs.", 64cm wide, 30cm high (25in wide, 11 1/2in high)

£1,200 - 1,800



77

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



A CASED FEROX TROUT, BY A. MACLEAY, INVERNESS

Naturalistically painted and presented in a river-bed setting, a painted back-board with taxidermist's label and in an ebonised and flat-fronted case, 75.5cm wide, 40cm high (29 1/2in wide, 15 1/2in high)

£500 - 700

79

A CASED FEROX TROUT BY J. COOPER, RADNOR STREET, LONDON

The large trout mounted in a naturalistic river-bed setting with painted backboard and within a gilt-lined bowfronted glazed case, with Cooper label

39cm high, 83cm wide

£1,000 - 1,500

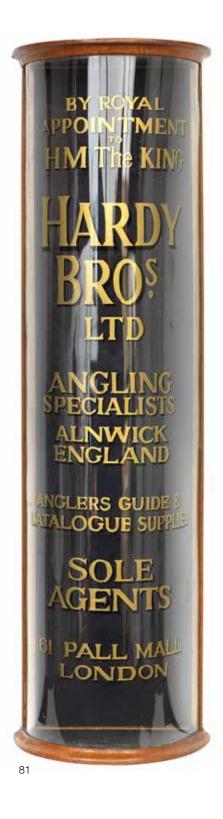
80

NEIL DALRYMPLE, BROWN TROUT

The ceramic trout raised above a naturalistic pebble base, marked to the base 'N. Dalrymple, 1996', together with another similar sculpture in the form of another trout, *26cm wide, 14cm deep, 12cm in diameter, (10in wide, 5 1/2in deep, (4 1/2in in diameter, (2)*

£200 - 300







A RARE HARDY BARREL-FRONTED SHOP DISPLAY CABINET

Oak and glazed bow-fronted with reverse painted inscription: "By Royal Appointment to H M The King, Hardy Bros Ltd, Angling Specialists Alnwick England, Anglers Guide & Catalogue Supplied, Sole Agents, Pall Mall, London"

£4,000 - 5,000

82

AN ICELANDIC SILVER SALMON FISHING TROPHY Stamped 925 Standard

In the form of a flag-pole on a triangular tapered base depicting lceland, a fishing scene and a presentation inscription dated 1962, *height 47cm*.

£400 - 600

83

A SILVER 'PEARL OF THE DEE' LIMITED EDITION BROOCH AND FLY BY RACHEL JEFFREY AND DAVID FYNSONG

(67/100) commissioned by The Salmon & Trout Association, to mark the occasion of The Queen Mothers 100th Birthday, the brooch in silver with gold tail (stamped 750) and set with rubies, sapphires and emeralds, the design was based on the hand tied salmon fly by David Fynsong that accompanies this brooch, with certificate in green cardboard box.

£200 - 300

84

A COLLECTION OF HARDY FISHING ACCESSORIES

Comprising two Hardy's Anglers' Guides, 61st & 63rd Editions; seven black japanned fly-boxes, cast-cases & a bait-box and four others; a brass telescopic gaff; two line winders and two further boxes. (18)

£500 - 700

AFTER NORMAN WILKINSON (1878-1971) COME TO BRITAIN FOR FISHING

Framed and glazed chromolithographed poster, Travel Association of Great Britain and Northern Ireland, Printed by W. S. Cowell Ltd., [c. 1948]

£800 - 1,200

86

A T. P. LUSCOMBE & CO. ALLAHABAD ULTRA-LARGE MAHSEER BRASS FISHING WINCH

5in and with a 3in wide spool, marked '73' and the winch-arm stamped 'anti-foul', an ebony handle and retaining most of original bronzed finish.

£500 - 700

87

A HARDY "THE PERFECT" DUPLICATED MARK II 3IN SILENT CHECK ALLOY REEL

Central circular logo & grooved brass foot (reduced); a Hardy 'Birmingham' 2 ¼in brass plate-wind reel; a Hardy "The St. George" 3 ¾in post-war reel with agate line-guide; two Hardy "The Viscount" reels, 130 & 140; a Malloch alloy sidecaster with Gibbs Patent Lever; a Cummins 4 ½in alloy salmon reel and a Walker Bampton 3 ¼in alloy trout reel. (8)

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£500 - 700

88

A CHARLES FARLOW PATENT LEVER 4 ½IN BRASS REEL

No. 318 and 191, Strand address with ebony handle; a Farlow 2 ½in brass winch with lever arm; an Army & Navy 4 ¾in plate-wind brass reel; a Perth style reel; reels by Moscrops, T. Pape & Leckie Graham's Glasgow and six various all-brass salmon reels. (13)

£500 - 700

89

A 19TH CENTURY TRAVEL ROD & REEL IN A FRAMED DISPLAY

The seven-piece greenheart rod with a spare top and brass fittings complete with a small brass winch, crank-wind arm and bone handle and mounted in a glazed case, 67cm wide, 57cm high (26in wide, 22in high)

£500 - 700



Come to Britain

85



89



A HARDY "THE PERFECT" 3 1/8IN SINGLE CHECK ALLOY TROUT REEL

Circa 1921 with circular logo, 'Mark II Duplicated' stamp, chrome foot and agate line guide (cracked) and a Hardy "The Perfect" 3 ¾in Duplicated Mark II alloy reel with smooth brass foot. (2)

£500 - 700

₉₁ΥΦ

A COLLECTION OF VARIOUS ALLOY REELS

Comprising a Malloch 4 ¾ in salmon reel with brass foot & ivory handle; Forrest & Sons The "Tweed" 4 ¼ in adjustable drag reel with brass foot & ivorine handle; two Farlow reels; a Walker Bampton reel; two centerpin reels with twin handles; an Orvis reel & Sharpes "The Gordon".

(9)

£400 - 600

92

A HARDY 'BIRMINGHAM' 2 1/2IN BRASS REEL

Rod-in-hand & oval enclosed logos, ebony handle and smooth brass foot together with a Hardy brass-faced and ebonite reel with nickel silver rims, rod-in-hand & oval enclosed logos and ivorine handle. (2)

£500 - 700

93

A COLLECTION OF HARDY FISHING TACKLE

A Hardy C.C. de France "Palakona" 8ft. 2-piece rod, number E70488; a Perfection "Palakona" 9ft 2-piece rod; a "Perfect" 3 3/8in contracted reel c1950; a "Uniqua" 2 7/8in reel; an "L.R.H Lightweight" reel all with original cardboard boxes; two the "Simplex" landing nets; A Hardy dry-fly box with flies and further fly boxes, cast cases and dry-fly fishing tackle and with a pot-bellied creel

£400 - 600

94

THREE BRASS MULTIPLIER REELS

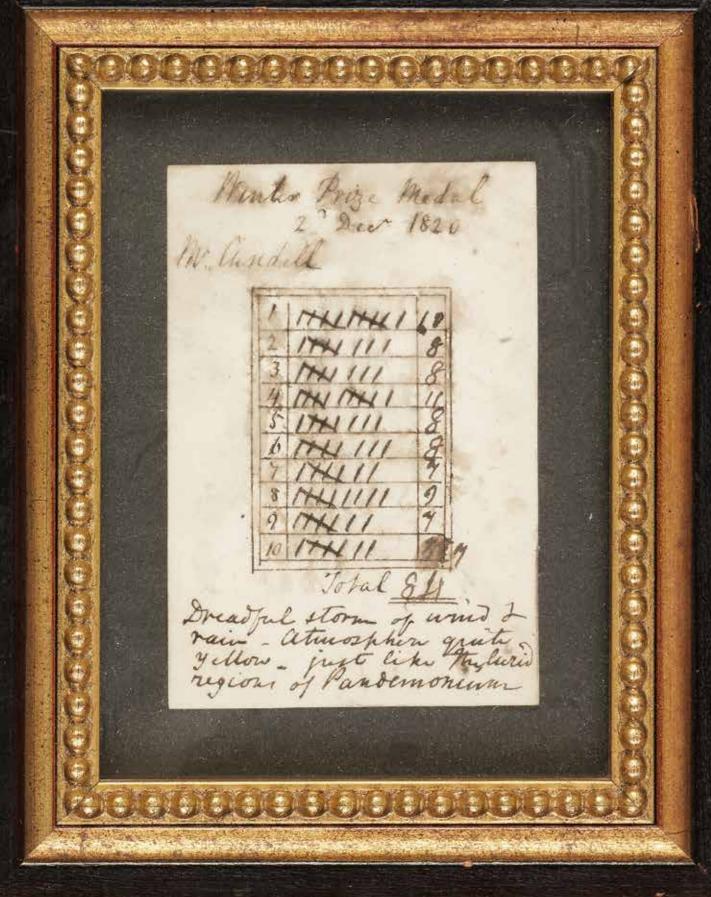
All with crank-winding arms, a 2 ¾ in with raised check-housing, a 2 ¼ & 1 ¾ in reels together with a 4in brass winch. (4)

£400 - 600



The Pierre Horwitz Collection: Part II

Lots 95 - 261





JAMES R. BROWN: A PATENTED 'PERFORATED CLEEK' RAKE IRON, CIRCA 1904

Featuring an iron head with five slats the face with a circular golf ball engraving, 'Brown's patent' lettering to back of club is moderately clear and the shaft has a good original thick leather grip.

£600 - 800

96

A.E. LARD: A SPALDING GOLD MEDAL 'WHISTLER' STEEL SHAFTED IRON

With a Accurate cleek mark, one of the very first steel shafts to be made in America, derived its name from the unusual whistling sound when swinging the club.

£500 - 800

One of the very first steel shafts to be made in America, derived its name from the unusual whistling sound when swinging the club. The perforated steel shaft was invented to help lighten the club and increase swing speed.





97

PATRICK FOSTER: A PATENTED PUTTER CLEEK

With an elegant and narrow neck, a brass face secured by screws, rear lead weight and a danga wood shaft fitted with an original white hide grip.

£300 - 500

98

JAMES R. BROWN: A PATENTED WATER IRON, CIRCA 1904

Featuring an iron head with six slots enclosed with an engraving to the front face, the lettering to back of club has been worn away, the details of the patent as well as a Wright & Ditson stamp and with a good original leather grip.

£800 - 1,200

A club to make shot making more comfortable for the golfer particularly from water.

99

ROBERT FORGAN: A TRACK IRON, CIRCA 1900

Together with a Robert Forgan & Son gun metal putter, circa 1902, clearly stamped on rear with the crown trade mark. (2)

£200 - 300

100

ROBERT FORGAN: A LONG NOSED SCARED NECK DRIVER, CIRCA 1856-63

With a dark stained wooden head stamped 'R. Forgan' on crown in large letters, his first known mark, with ram's horn insert to leading edge of sole and large lead back weight, the hickory shaft with original hide leather over under listing grip.

Length of club 37½ inches , length of head 4½ inches, width across crown 1 7/8 inches, depth of face 7/8 inches

£1,500 - 2,000

101

AN ARMY & NAVY 'C.S.L. NO. 2' BALL, CIRCA EARLY 1900

Its cover pattern comprising raised squares within discs and each pole highlighted in a bright red colour.

£500 - 800

The Army & Navy Co-operative Supply Association 105, Victoria Street, Westminster, London SW.

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102 ROBERT FORGAN: A LONG NOSED SCARED NECK PUTTER, CIRCA 1860

With a darkly stained club head, the crown stamped 'R Forgan' in large capitals, his first known mark, horn and rear lead weight and original hickory shaft with leather grip.

Length of club 36% inches, club head length 5 inches , depth of face 7/8 inches, width across crown 2 inches

£800 - 1,200

103

A SELECTION COLLECTION OF ALUMINIUM HEADED PUTTERS

Comprising a Foster Brothers 'Bogee' alloy headed putter; a Kroydon ' Banner' putter; a Charles Rodwell 'New Standard' alloy putter featuring a raised semi-circular portion atop the crown with a tapered notch at right angles to the club face: Patent No. 167956: Designed to help focus the golfer on the line of the putter; a Max Marsten 'Kismet' dual faced putter circa 1923 featuring a thick rectangular shaped aluminium head marked across its sole 'Elephant Brand Phosphor Bronze'; a Sweetner Medium Lie alloy putter circa 1926 with a raised alignment ridge across the crown and a with a criss-cross decorated face and a John Youds lead faced aluminium putter circa 1912 the crown stamped 'Spalding Youds Patent', hickory shaft and leather grip. (6)

£300 - 500

104

CHARLES GIBSON: A 'GRAND PIANO' WOODEN HEADED PUTTER, CIRCA 1914

Featuring a large nearly square club head, nose and face are at right angles, shallow face, lead weights to sole and fitted with a half brass plate secured by eight screws, top of shaft is flat sided.

£200 - 300

105

A GROUP OF THREE INTERESTING GOLF CLUBS

Comprising a Jakosky three-in one iron headed club; a Holtzapffel & Co golf training aid and grass cutter, with a sharp double edged blade, a steel hosel with a wooden ribbed grip and a G. Spalding & Bros 'Golfex' indoor swing training club, 25 inches in length (3)

£150 - 200



106

JAMES R. BROWN: A PATENTED 'ROGER- BROWN' RAKE IRON, CIRCA 1905

Featuring an iron head with a bronze coloured patina, six upward forks and six slots along the leading edge of the blade, engraved with vine decoration, the rear of club head is stamped 'Roger-Brown Patent', with hickory shaft and wrap round leather grip.

£1,000 - 1,500

107

ROBERT FERGUSON: AN EARLY GUN METAL HEADED 'PUTTER', CIRCA 1880

The large face insert is secured by four substantial screws through the back of the head, the back of club head is marked 'V Putter', 'Ferguson Prestwick', and in small letters 'W. MacKinley', most likely then a member of Prestwick.

£250 - 400

Robert Ferguson 1846-1915 won the Open three times in succession, 1880, 1881 and 1882.

108 AN UN-NAMED FEATHER GOLF BALL, CIRCA 1845

With very nice seams, of a pleasant grey tone colour.

£1,000 - 1,500







FITZJOHN & STANTON: A PATENTED ADJUSTIBLE PUTTER, CIRCA 1917

With a plated blade, concentric circle face markings, the top of head stamped 'Ed. Fitzjohn' and with a hickory shaft with leather grip.

£1,000 - 1,200

The mechanism is operated by a bolt running through the back of hosel and into head. The putter could then be adjusted to any lie and to be used right or left handed.

US Patent No. 1,250,296 18 December 1917: to bring the striking surface of the head as near as possible to the centre of gravity of the club as a whole when suspended from the extreme upper end of the handle.

Edward Fitzjohn and Elmer A. Stanton Oneida, New York, USA

110

UNKNOWN MAKER: A WOODEN HEADED DUPLEX PUTTER

With a wooden shaft that extends through the club head and features underneath, a large lead weight; together with another unattributed putter, centre shafted and with a bronze coloured metal insert to face. (2)

£200 - 300



111

WILLIAM CURRIE: AN ECLIPSE PATENT 27½ GUTTA-PERCHA GOLF BALL, CIRCA 1877

With a moulded mesh cover pattern, stamped 'ECLIPSE PATENT 27 $\ensuremath{\mathcal{V}}_2'$

£400 - 600

William Currie Jr. 1840-1928 formed the Caledonian Rubber Works in Edinburgh in 1891

112

UNKNOWN MAKER: A FINE MESH RE-MOULDED ' MARTELLE' GUTTA-PERCHA BALL, CIRCA 1880

£200 - 300

Not listed in The Golf Ball Book, hence extremely rare.

113

MCEWAN: A LONG NOSE SCARED NECK SPOON, CIRCA 1880

With a dark stained beech-wood head, stamped 'McEwan', a deep hooked face, with a ram's horn insert to leading edge and a neat lead back weight, the original hickory shaft with a thick hide grip over sheepskin under-listing.

Length of club 38 inches, length of head $5\frac{1}{4}$ inches, width across crown $1\frac{1}{2}$ inches, depth of face 1 inch.

£800 - 1,200

114

A CROQUET STYLE METAL HEAD PUTTER

With hickory shaft and leather grip.

£100 - 200

The easiest form of putting successfully, hence it is illegal to use because it works so well. Some damage to hosel.

115

HARDMAN & WRIGHT: A FIXED SHAFT "HARDRIGHT" CONDENSITE BRASSIE, CIRCA 1914

Conventionally shaped bulger head made of "condensite" with wafflepattern face marking, the brass socket stamped 'Hardright', with brass insert to leading edge of sole and a hickory shaft, leather grip brass and brass cap to top of hosel.

£600 - 800

Hardman & Wright Belleville, New Jersey USA.

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ROBERT FORGAN & SON: A RANDOMLY HAND HAMMERED GUTTA-PERCHA GOLF BALL, CIRCA 1870

Complete with its yellow paper Glasgow International Exhibition exhibit label.

£600 - 900

This historically important golf ball was displayed at the Glasgow International Exhibition of 1901, at the request of the Reverend John Kerr [The Golf Book of East Lothian] who suggested to the archaeology committee that there should be a golfing exhibit; he then took on the role of curating it. The Exhibition opened in May 1901 and ran for six months.

117

A SELECTION OF GOLF CLUBS WITH PATENTED AND OR UNUSUAL SHAFTS

Comprising a Jack White autograph model fitted with a Dwight & Boyden wood and bamboo joined compound shaft, circa 1912; a MacGregor wood with a 50-inch long shaft; a Pettinger patented putter with square wooden shaft; a Paul Runyan 'Little Poison' putter circa 1939 and a Jerry Travers wooden headed putter circa 1919 with a thin square shaped wooden grip. (5)

£150 - 200

118

A SELECTION OF WOODEN HEADED GOLF CLUBS

Comprising a McEwan Bulger shaped wood; a Robert Simpson transitional wood; a Ben Sayers 'Dreadnought' driver, a Bussey with fork splice; a Cann & Taylor Bulger shaped driver, circa 1895; and a Peter Paxton Compressed oak wooden headed brassie circa 1897 another Paxton and a 'Special' (8)

£400 - 600

119

G.H. HARRISON: A PATENTED CROQUET STYLE PUTTER, CIRCA 1899

Featuring a thin duplex brass rectangular blade, one face marked 'F.H. Ayres Patent Applied For' and fitted to an eight-sided wooden grip on a tapered shaft.

£400 - 600

The Patent was never approved or issued to Harrison. The easiest form of putting successfully was soon outlawed by the governing bodies as it worked so well for all golfers. G. H. Harrison, Royal Isle of Wight Golf Club.



120

ROBERT FORGAN: A LONG NOSED SCARED NECK PUTTER, CIRCA 1856-63

With a lightly stained wooden head and stamped 'R. Forgan' on crown in large letters, his first known mark, a ram's horn insert to leading edge of sole, large lead back weight and hickory shaft with original hide leather over under listing grip.

£1,500 - 2,000

121

A SELECTION OF IRON HEADED CLUBS

Comprising a William Gibson 'Fairlie' anti-shank iron; a Robert Simpson 'Malinka' jigger; a Ben Sayers: A 'Stopum' mashie; a James Bradbeer iron; a Stadium 'Scuffler'; a Tooley & Sons patented 'Powerful Rigger' mashie, circa 1923 and a Robert White lofter, circa 1890. (7)

£200 - 300

122

THREE GOLF BALLS ILLUSTRATING UNIQUE COVER PATTERNS

Including a J.P. Cochrane 'Challenger 26½' circa 1911 with five pointed stars with five pointed stars; a St. Mungo 'Colonel Crescent' with sunken crescents either side a disc and a B.F. Goodrich 'Whippet circa 1915 with sunken triangular dimples. (3)

£300 - 500





AN EARLY BLADE PUTTER, CIRCA 1830

Blacksmith made 19th century putter, with scored face lines to oblong shaped 4" head, with extremely long 6"hosel, devoid of crimping.

£300 - 500

124

OTTO HACKBARTH: A PATENTED ALLOY FORKED HOSEL PUTTER, CIRCA 1914

Featuring a hollow club head with a cambered sole containing a central brass strip, the sole is stamped 'Otto Hackbarth Pat. 687539', the top of the head is mounted with distinctive fork-shaped bridge hosel, the hickory shaft with leather pistol grip, marked with initials of a previous owner, 'SES'.

£200 - 300

Patent No. 687589: Balance, flexibility, torque, usability, a unique connection to the head, and alignment.

Otto G. Hackbarth, Westwood County Club, St. Louis, Kentucky, USA.



125

UNKNOWN MAKER: A UNIQUE PATENTED PROTOTYPE RUBBER CORED GOLF BALL, CIRCA 1905

Featuring a laced cover of raised lines, believed to be the only one made or at least to have survived.

£500 - 800

Originally this preproduction golf ball was part of the Thomas McNamara Collection in the USA.

126

JAMES R. BROWN: A PATENTED 'PERFORATED NIBLICK' RAKE IRON, CIRCA 1904

Featuring an iron head with five slats, a pierced face with a circular foliate engraving, the lettering to back of club have been worn away and with a good original leather grip, *The head measures* $4\frac{1}{2} \times 1\frac{1}{4}$ inches.

£600 - 800

127

A. G. SPALDING & BROS: A PATENT GOLD MEDAL CLEEK, CIRCA 1899

Featuring a club head constructed by riveting a steel face to the front of a hollow iron head; grooved face markings and hickory shaft with thick hide grip over under-listing.

£200 - 300

128

A SPALDING GOLF BAG AND TWO MINIATURE IRONS, CIRCA 1910

A Cleek and a Mashie, wooden shafts and wrap round leather hide grips, marked in capital letters 'Spalding', with a canvas and leather trimmed golf bag stamped 'A.G. Spalding'. Both clubs measure in length 141/4 inches.

£200 - 300

grip, the back of the blade is marked 'J Gouick Dundee' and behind the heel area 'Ptd No. 20623 Perfect', a previous collection ID number 107 in black on shaft.

JOHN GOUICK: A PATENTED 'PERFECT'

Featuring an iron rectangular shaped putter

sole that graduates to the top of the blade,

complete with an original wrap round leather

the face has a criss-cross hatch pattern,

head, with a thick rounded and curved

£700 - 1,000

Advertised as a putter that 'Sends straight to the hole, saves strikes on the greens, smartest in appearance, see it and you will use it.'

130

129

PUTTER, CIRCA 1904

ROBERT ANDERSON: A LIGHT METAL PATENTED DRIVING CRESCENT IRON, CIRCA 1892

Featuring a centre shafted gun metal iron, attached to the back of the head directly behind the centre of the face, marked in capitals 'PAT' on back of club, with remnants of original black paint to base of shaft.

£600 - 800

Patent No. 10,187: 28 May 1892. By concentrating the weight of the club head nearer to the centre of the blade and in line with the shaft, it created the golfer a very powerful driving club.





131 UNKNOWN MAKER: AN ALUMINIUM CONVEX BLADED PUTTER WITH A PATENTED EXTENDING SHAFT

Featuring a significantly convex shaped face with criss-cross lines, the back of the head is flat and a lead weight is inlaid across the length of the head and secured by two screws, the hosel is pinned in two places, front and side, with an interchangeable round wooden grip, when extended measures 35-inches complete with brass end cap, strong patina and colour to the wood at the end of the handle.

£500 - 800

Understood to be one of only three such clubs with interchangeable grips, hence rare and this club was sold as lot 126 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

132

THOMAS HARROWER: HARROWER'S PATENT PUTTER WITH STEEL CORE JOINT, CIRCA 1911

Featuring a stream lined steel club head, with a short hosel and a hickory shaft with a screw at its end that screws into the steel core within the hosel, the crown is stamped 'Harrower' with the patent number '4326/11' and the Harrower heart cleek mark.

£300 - 500

Patent No. 4326, 21 February 1911: Designed as a club that would give the firm solid blow of the Carruther's Cleek with all the advantages of the shaft being strong at the head and with a thin steel like socket enabling the weight to be put into the club head. Tom Henderson Harrower, Glasgow, Scotland was a joiner and cleek maker based in Carnoustie, Scotland

133 WAVERLEY HORTON: A PATENTED 'WONDER' COMBINATION WOOD, CIRCA 1920

With an aluminium and brass head fitted within a wooden block; large brass back weight; wooden and leather grip. Marked with 'Waverley Horton' in script and 'Wonder Club' and with patent dates on top of the head. Made by the Horton Golf Company in Chicago.

£400 - 600

With the weight distributed to all sides of the head which is indestructible because the neck, sole and end top being metal.

134

J.P. COCHRANE: A VERY LARGE 'MAMMOTH NIBLICK' IRON, CIRCA 1920

Featuring an over-sized head with decorative face marking and extensive markings to the back of the head, including a Cochrane's Bowline Knot cleek mark, with hickory shaft and original leather grip.

£500 - 800

135

ARTHUR HAM: A PATENTED 'HAMSOLE' PUTTER, CIRCA 1916

Featuring an iron headed putter with lined face markings; six thick downward facing teeth running along sole, stamped in capitals 'Hamsole', the back of blade stamped 'Arthur Ham N.S.G.C. Skegness' inside an oval with a Hendry & Bishop cleek mark and design numbers and 'Accurate', complete with a hickory shaft with leather grip and integral thumb piece.

£300 - 500

Registered Design No. 641489 1914. Ham believed that his Rake club would be very popular because of the number of downward facing teeth.

This club is the only known example to come to auction and was sold as lot 303 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007. Arthur Ham was born in Wells, Somerset England in 1891. He was a golf professional and club maker. Amongst many positions he was professional at the North Shore G. C. in Blackpool between 1916 and 1921. The Skegness reference remains a mystery.

136

A SMOOTH GUTTA-PERCHA GOLF BALL, CIRCA 1850

With signs of its equator rim, small patches of its original cover paint, large in size.

£300 - 500

An important ball in the evolution of the golf ball and rare.





137 A LEITH THISTLE GOLF WINER MEDAL SCORECARD DATED 1820

Mr. Cundell's card showing that he played the five holes within the Musselburgh Race Track twice, a total of ten holes in eighty-four strokes. This original scorecard dated 2 December 1820 is in remarkable condition considering its age and the weather conditions at the time of the game of golf and has been mounted and framed. Mr. Cundell has penned at the bottom of the card, 'Dreadful storm of wind and rain – atmosphere quite yellow – just like the lurid regions of Pandemonium.'

£2,500 - 3,500

This score card is not only the oldest cards extant, it was once owned by Sir Henry Cotton and was part of the now-famous Henry Cotton 'Tin Black Box' that was found after he passed away. This box contained historical golf memorabilia that Cotton had collected over the years. The entire box was purchased at a Sotheby's Henry Cotton auction in the mid-1990s. Among the many important early documents in that box was this 199 year old scorecard. This scorecard predates even the oldest scorecards owned by the international golf museums.

138

MAKER UNKNOWN: PROBABLY UNIQUE PATENTED PROTOTYPE RUBBER-CORED BALL, CIRCA 1906

Featuring concentric raised lines to each of the six poles, the centres of which are joined by further perpendicular straight lines, marked in capital letters 'Patented April 1906'.

£400 - 600

This golf ball or a similar one was sold at Sotheby's London 11 July 2001 as Lot 60 for £500.

Originally this preproduction golf ball was part of the Thomas McNamara Collection in the USA.

139

A COLLECTION OF INTERESTING WOODS, FACES AND GRIPS

Comprising a Robert Simpson patented 'Perfect Balance' iron. circa 1914: a Richard Cranshaw patented 'Dunlewy' Angle Sole driver, circa 1925, featuring a wooden headed driver with an unusual shaped 'V' shaped sole and soleplate; a W. J. Hadden patented metal headed driver, circa 1930; a Frederick Schavolite patented 'Schavoir' club. circa 1930; a Lewis Scott patented 'Stream Line' spoon, circa 1925, Featuring a large metal club head with a large striking face and with a metal sole plate secured by six screws. Crown is stamped 'Melhorn Streamline St Louis' with its patent details on the sole; a A.G. Spalding & Bros 'Dent' driver, with integral face and sole, circa 1923, the crown stamped 'A.G. Spalding & Bros Driver Silver The Dent 1458564/23 and an Arthur Tooley iron with a lengthy pear shaped grip (7)

£300 - 500

Crawshaw, Patent No. 253394 25 September 1925: designed to play the golf ball in a compressed lie or when nestled down in the grass.

The Scott, US Patent No. 1,526,438 17 February 1925: To impart greater force than a wooden headed club to achieve more distance.

The Spalding with its sharp and strengthened sole plate rib where it intersects with the face plate to cut through the grass easily.

140

A GROUP OF WOODEN HEADED GOLF CLUBS WITH UNUSUAL FACES

Comprising a Phillip Samson a patented 'Glorious' driver, circa 1911, featuring a woven fibre insert to its face, the crown marked 'Samson Facing Special London inside an oval with 'Glorious' below. Patent No. 11744: 15 May 1911: Introduced to reduce slicing and pulling by the golf ball slipping off the face; more noticeable in wet weather; a London Golf Company 'Cuirass' driver, circa 1903, featuring a wooden club head fitted with ribbed steel face plate that replaces the need for a piece of horn, stamped across the top of the face 'London Golf Company' and 'Copthall Avenue' across the bottom and 'Patent' and 'Cuirass'; and a Robert Simpson 'Matchless' wooden headed driver, featuring a low profile shaped head with a full soleplate that is integral with a brass face and which has a fibre insert, hickory shaft and leather grip, the sole is marked 'R Simpson Carnoustie The Matchless'. Designed to dispense for the need for horn but with protection to the toe and heel, practically indestructible.(3)

£250 - 400

141

A SELECTION OF ALUMINIUM HEADED GOLF CLUBS

Comprising a Standard Golf Company BSD1 cleek, circa 1900; a William Cowan alloy headed driver; a Standard Golf Company New Mills 'Ray' putter; a A Standard Golf Company 'Mills WD Model' alloy wood featuring a Bulger shaped head with wooden face with criss-cross hatch, the crown marked 'The Mills WD Model Medium Lie' and original hickory shaft stamped with Standard Golf details. Patent No. 161627, 1909; a Standard Golf Company Brassie and a Thomas Yeoman patented alloy headed driver, a portion of the club head fitted with a beech wood insert dovetailed into position, two screws in the sole and one in the side of the neck; original hickory shaft and leather grip, club head crown is stamped 'T. Yeoman Patent'.Patent No. 2248 1 February 1894: Aluminium is specified as being the material of choice when constructing a metal 'wood' club head. (6)

£300 - 500



142 GROUP OF EUROPEAN GOLFING ANTIQUITIES

Comprising a pair of wooden Chole balls, one red and one yellow and a lead Kolf club head. (3)

£150 - 300

143 A SELECTION OF PATENTED AND UNUSUAL GOLF CLUBS

Comprising a K.W. Inigo putter; a Cassidy 'Vee' putter; a Robert Forgan & Co: A Norman Main 'Maxmo' wooden headed putter circa 1904; a Mark n Putt' steel shafted putter; a Robert Dagleish Pryde patented putter, circa 1920; a central shafted putter; a Joseph F. Rango patented steel shafted putter; a E.H.W. Scott patented metal putter with square steel shaft; a Jack Shea 'Jonko' shaped putter, circa 1919 and a Frederick Slagle 'Rollamatic' putter. (10)

£300 - 500

144

WARREN R. BRIGGS: A PATENTED FORK SPLICE WOOD, CIRCA 1896

Featuring an original leather face insert on a light stained club head, comprising several sectional pieces of wood including a neat fork splice that holds the shaft in place the crown stamped 'BGI Co' in an oval with 'Pat'd Mch 10 '96' below.

£300 - 500

US Patent No. 556043 10 March 1896: because the splice was exceedingly simple and strong it did not weaken the neck or head.

145

A GROUP OF INTERESTING CLUBS AND PUTTERS

To include a Wills Down in One Wills brass putter; a Cuthbert Butchard Long Range driver, with wood insert to face; a George Forrester Mashie, with two bosses to rear of head, a Sidney Green Peaki Super, reg. no.7833382; an unmarked brass headed putter and an E.& A. Noirit patterned face iron, with lead insert. (6)

£250 - 350



146

A SELECTION OF UNUSUAL PUTTERS

Comprising a James Braid 'Orion' putter, with Gibson cleek mark; a Jack Ferguson brass headed putter, with a sole plate insert; a William Gibson patented 'Princeps' putter, circa 1910; a Harry Lee & Co. Schenectady putter, circa 1903, with an aluminium head the crown stamped 'Harry Lee & Co New York' and the rear of club head stamped 'Schenectady Putter Pat Mar 24 1903', hickory shaft and leather grip and a Harry Weetman putter. (5)

£250 - 400

147

HUGH PHILP: A LONG NOSE SCARED NECK PUTTER, CIRCA 1840

With a dark stained beech-wood head, ram's horn and lead back weight; also a small weight in the sole, the original hooked face has been filed back many years ago, the original hickory shaft with a thick hide grip over sheepskin under-listing. Length of club 32 inches, length of head 4 ¼ inches, width across crown ¾ inches, depth of face 7/8 inch

£800 - 1,200



148 ROGER HENRY BROWN: 'THE MAJOR' WATER IRON, CIRCA 1904

Featuring six gaps and with a decorative face, leather wrap round grip, the maker's name and patent details on the back of the club are clear and readable.

£1,000 - 1,200

Patent No. 10786 1904: Date of Application, 10th May, 1904: 'I, JAMES HENRY. ROGER, of 11 South Exchange Place, in the County of the City of Glasgow, Wine Merchant, do hereby declare- the nature of my invention to be as follows :

This invention has reference to improvements in and relating to golf clubs, and consists in an improved construction of iron or metal head which shall be specially applicable for use as a niblick, mashie, iron, or like club for acting on the ball in sand bunkers, long grass, water ditches, and the like...'

149

A JAMES B. HALLEY'S 'THE OCOBO' 27½ GUTTY BALL, CIRCA 1894

With a moulded mesh cover pattern and very good white paint coverage.

£200 - 300

This is a classic high quality golf ball over 125 years old from a revered Sports Emporium. James B. Halley & Co., 76, Finsbury Pavement, London EC.







ALLAN ROBERTSON: A WHITE PAINTED FEATHER GOLF BALL, CIRCA 1840

With a clear name stamp 'Allan' and with good paint coverage.

£3,000 - 5,000

This is a rare iconic golf ball hand crafted by one of most gifted of the early professional golfers.

Allan Robertson (1815-1859) St Andrews, Scotland.

151

J. & D. CLARK: A 'MUSSELBURGH' **GUTTA-PERCHA GOLF BALL, CIRCA** 1896

With a moulded mesh cover pattern and the name of the ball in capital letters on both sides, some areas with segments of its original tissue wrapper.

£350 - 500

152 TWO EARLY RUBBER CORED GOLF BALLS

Comprising a Martin's 'Zodiac' and a Telegraph 'The Link' ball, with special cover pattern.(2)

£200 - 300

153

ALEX HEARD: A FINE MOULDED SQUARE MESH 'FIXBY' GUTTA-PERCHA **GOLF BALL, CIRCA 1898**

Made for the members of the original Huddersfield Fixby golf club, Yorkshire.

£200 - 300

154

A HENLEYS 'HENLEY' GUTTA-PERCHA BALL, CIRCA 1890

With a moulded mesh cover featuring in large capital letters 'Henley'.

£200 - 300

W. T. Henleys Tyre & Rubber Co., 27 Martins lane, Cannon Street, London EC.

155

AN UN-NAMED FEATHER GOLF BALL, **CIRCA 1845**

With very neat seams and with little wear to the leather.

£1,000 - 1,500







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







A HENLEYS 'UNION FLAG' GUTTA-PERCHA BALL, CIRCA 1894

With a moulded cover comprising deep crossed stripes that form a Union Flag design.

£800 - 1,200

This rare golf ball is recognised as being a cornerstone of any serious antique golf ball collection.

W. T. Henleys Tyre & Rubber Co., 27 Martins lane, Cannon Street, London EC.

157

THE IMPROVED GOLF BALL COMPANY: A 'ELASTINE SINGER PATENT' RUBBER CORED BALL, CIRCA 1904

With a bramble gutta-percha covering and with a small revolving ball in its centre.

£500 - 700

C.T. Kingzett was the chairman of the Improved Golf Ball Company, Locksley Street, Limehouse, London.

158

ALEX PATRICK: A 'PERFECTOR' HAND HAMMERED GUTTA-PERCHA GOLF BALL, CIRCA 1880

Not hammered but moulded in the Forgan style with grid markings to each pole and in capital letters 'Patrick'.

£300 - 500

159

THE IMPROVED GOLF BALL COMPANY: A 'ORTOGO SINGER PATENT' RUBBER CORED BALL, CIRCA 1904

With a bramble gutta-percha covering and a small revolving ball in its centre, a rare ball.

£400 - 600

C.T. Kingzett was the Chairman of the Improved Golf Ball Company, Locksley Street, Limehouse, London.

160

MARTINS-BIRMINGHAM: A 'MARZO' GOLF BALL, CIRCA 1910

With a cover pattern of black rectangles on tallow back grounds and a thick line around its equator, stamped in capitals 'Made In England'.

£200 - 300

161

TWO EARLY RUBBER CORED GOLF BALLS

Including a Hutchinson Main 'Springvale 27' bramble and a Martin's Patent bramble with propeller blade trade mark. (2)

£200 - 300











THOMAS H. B. BLACK: A PATENTED DOUBLE ROLLER PUTTER, CIRCA 1902

Featuring a spliced shaft and a wooden mallet head, its small brass sole plated fitted with two cylindrical rollers, the crown is marked 'Black's No. 11463 Patent' and the shaft is stamped 'J & A Dickson Maker Edinburgh'.

£2,000 - 3,000

Patent No. 11463 1902: The ball bearing attachment was designed to prevent the golfer 'sciaffing' or duffing the shot. The rollers would prevent the stroke of the club being spoiled by the head or the sole of the putter coming into contact with the ground before reaching the ball by gliding over the surface.

163

JAMES H. BOYE: A PATENTED DUAL FACE ADJUSTIBLE PUTTER-CHIPPER, CIRCA 1922

Featuring an adjustable hosel that tilts back and forth, from head to toe, dual face, flat side for putting and rough side for chipping. The sole is marked 'Boye Patent 1,437463', replacement leather grip.

£500 - 800

Unusually this particular metal club head is not cracked or damaged.

US Patent No. 1437463 5 December 1922: to help make short approaches to the green and for getting the ball out of a green-side bunker as well as for good use on the greens.

164 A SELECTION OF IRON GOLF CLUBS WITH UNUSUAL FACES

Comprising a Kroydan 'Banner 50' niblick, with fancy face decoration; a Kroydon iron, with a decorated face resembling bricks; a Labaugh putting instructor iron, with two holes in face; a John Henry Turner patented 'Peggy' iron, circa 1909,its club face featuring 28 wooden peg inserts, advertised as 'Miralite', the back of the blade is stamped with maker's details, Patent No. 15364 1909 [not issued]: a Thomas Wilson 'Walker Cup' iron, with concentric ridges and a Leyland & Birmingham niblick.(6)

£250 - 400

165

GILBERT LEGH: 'THE LEADER' PATENTED PUTTER, CIRCA 1912

Featuring an iron head designed with a section removed from its back, a decorative face and marked 'Hand Made'.

£500 - 800

Based on the Legh Patent 10502/12 15 July 1912: A wonderfully designed putter with a futuristic heel and toe weight pattern to the blade as found on many putters today.

166

JAMES BEVERIDGE: A LONG NOSED SCARED NECK PUTTER, CIRCA 1880

With a lightly coloured stained beech-wood head stamped 'J. Beveridge', a ram's horn and lead back weight, original lance wood shaft with a thick hide grip over sheepskin under-listing.

Length of club 41% inches , length of head 4% inches, width across crown 1% inches , depth of face 1 inch.

£1,000 - 1,200

James Beveridge, Golf Club and Ball Maker. Shinnecock Hills Golf club, Southampton, Long Island, USA. 167 WILLIAM BURKE: A PATENTED TWO-PIECE 'ENDGRAIN' DRIVING PUTTER, CIRCA 1914

Featuring a persimmon headed the grain of which runs perpendicular to the striking face, the neck is straight grained and is held in place by a screw, has a lead back weight and vulcanite insert to leading edge of sole, the crown stamped 'Burke Endgrain', with original leather grip.

£300 - 500

US Patent No. 1,089,900 10 March 1914: By positioning the grain of the two pieces of wood in such a way it was hoped to reduce the likelihood of splitting, cracking or fracturing of the neck.

William Burke Newark, Ohio, USA.

168

A PATENTED MULTIPIECE HEAD STEEL SOCKET IRON, CIRCA 1890

Featuring a smooth-faced iron made from two pieces of steel for the blade and socket, stamped 'Bussey & Co. London Thistle Patent Steel Socket', the hickory shaft is fitted with a burgundy coloured stitched leather grip.

£150 - 200

169

ARTHUR KNIGHT: A CENTRE-SHAFTED SPALDING DRIVER, CIRCA 1903

In his 'Schenectady' style; the club head face with deep grooved lines; central brass sole plate; three large lead discs in back of club head; a hickory shaft and leather wrap round grip.

£800 - 1,200

This unique club was sold as lot 241 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

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.





HARRY VARDON: AN UNUSUALLY SHAPED WOODEN HEADED CLUB

With both frontal and side splices; a fibre insert to leading edge instead of horn the fibre face insert secured by nails with large rear lead weight, crown stamped 'H. Vardon A.G. Spalding & Bros Maker'.

Length of club 44 inches, length of head $3\frac{1}{2}$ inches , width across crown 2 inches, depth of face $1\frac{1}{4}$ inches

£1,000 - 1,500

171

A SELECTION OF UNUSUAL PUTTERS

Comprising a Thomas Stewart metal duplex 'Citizen' putter; a J.H.Way rectangular shaped alloy head putter; a Tom Auchterlonie Patent prism shaped 'Holing Out' putter, circa 1924; a Frederick Ayres: A 'Century' putter; a McGill Diamond putter and an Alex Patrick wooden headed 'Robbie Putter' with metal face plate. (6)

£200 - 300

172

CHARLES LEVEN: A PATENT (APPLIED FOR) PRACTICE DRIVER, CIRCA 1920

Featuring a wooden head fitted with interior weight and measuring system flush with top of head, the cover plate of mechanism inscribed "The 'Leven' Practice Driver Trade Mark Patent Applied' and with yardage gauge ranging from 0 to 300 yards, the back of head fitted with small button which when pushed resets mechanism and reverts indicator to zero, in working order, with hickory shaft and leather grip.

£500 - 800

173

JOSEPH LLOYD: A SEMI- NOSED WOOD WITH FULL BRASS SOLE PLATE, CIRCA 1900

With 'W.H.K.' stamped on the shaft and with replacement grip. *Length of club 411/2 inches.*

£800 - 1,200

174

ROBERT ANDERSON & SON: A PATENTED DRIVING CRESCENT IRON, CIRCA 1892

With a hickory shaft fitted to the socket, attached to the back of the blackened head directly behind the centre of the face. Marked in capitals 'Anderson & Son Princess St. Edinburgh' on back of club, with remnants of original black paint to base of shaft.

£600 - 800

Patent No. 10,187: 28 May 1892. By concentrating the weight of the club head in line with the shaft, the golfer got a more powerful driving club.

175 ROBERT ANDERSON: THE FIRST EVER PATENTED SOCKET WOOD, CIRCA 1891

Featuring a stained club head stamped 'Anderson & Sons Patent Edinburgh', original stamped Anderson shaft which shows through the sole of the club head, extra fibre face insert and original thick leather grip over under-listing.

£200 - 300



174

176 J.P. COCHRANE: AN UNUSUALLY SHAPED METAL HEADED 'UOT'

PUTTER, CIRCA 1925 With a very sharp toe, the top alignment groove to show the golfer at address where the bottom was so as not to miss-hit the putt, with hickory shaft and original leather grip, extensive Cochrane Challenger cleek marks on the back of the club head.

£200 - 400

177

SPALDING & CO.: A JAMES CRAN PATENT APPLIED FOR BRASSIE CLEEK, CIRCA 1897

Featuring an iron club head fixed with a smooth wooden face secured by two screws from back of head, stamped 'The Spalding Cran. Pat. Applied For', the hickory shaft stamped 'The Spalding' and the previous collection ID number 137 in black, some leather grip.

£250 - 400

US Patent No. 27190 8 June 1897: The longest Driving Cleek ever!





T. JOHNSTON: A LONG NOSED DRIVER WITH VULCANITE HEAD, CIRCA 1876

Featuring an ebonised long-nosed head, decorative face pattern, crown stamped 'Johnston's Patent Edinburgh', with Lead back weight, whipping and hickory shaft with thick hide leather grip. Length of club Head length: 5 1/2 inch Crown width 1 3/4 inch Face depth 1 inch

£1,000 - 1,300

Patent No. 2,683, 29 June 1876: The first patented golf club - "the superior elasticity of the vulcanite and its comparative immunity from all climate changes render these golf club heads much more effective...much more durable."

179

KEMPSHALL MFG CO.: A PYRALLIN FACED CLUB, CIRCA 1902

Featuring a white club face plate and with a stamped shaft 'H.L. Curtis Bournemouth'.

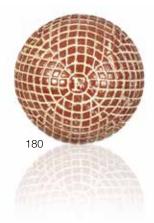
£100 - 200

180

ST MUNGO MANUFACTURING: A 'F' [FIFE] MACHINE CUT GUTTA-PERCHA GOLF BALL, CIRCA 1880

An integral fine line pattern and with a capital 'F' to each pole and painted in red most likely to enable the ball to be played in frosty conditions. A rare golf ball.

£250 - 400





181

JOHN DUNN: A PATENTED ONE-PIECE DRIVER, CIRCA 1894

Featuring a golden blond wooden head and shaft, its face fitted with a leather insert, stamped across its crown 'Dunn's Patent' and shaft 'Bournemouth', the head with brass sole plate.

£500 - 800

Patent No. 14,309 25 July 1894 John D. Dunn 1872 -1951.

182

UNKNOWN MAKER: A PENDULUM STYLE PUTTER, CIRCA 1900

Featuring a smooth face, angled sides and the rear fitted with a large weight, the original hickory shaft lacking grip.

£250 - 400

183

INDIA RUBBER GUTTA PERCHA & TELEGRAPH WORKS: A 'VARDON FLYER' GUTTA-PERCHA GOLF BALL, CIRCA 1899

With a 'Pebble Marked' bramble cover pattern, as made for A.G. Spalding & Bros., over 80% of original white paint, hairline cracks to the paint.

£200 - 300

A Spalding advert 1901: 'Vardon's own ball! Manufactured in England from Special Gutta is without doubt the longest flying ball in the market today...'

183

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.



GOODRICH SALES: A CHARLES CURRY 'ALL-ONE' ADJUSTABLE IRON CLUB, CIRCA 1914

Featuring a blade with lined face markings, adjustable mechanism is located in the hosel, a small metal pin extends out of curved slot connecting to a spring-loaded rod inside hosel the back of blade engraved 'Goodrich Sales Co. 76 w. Monroe St. Chicago U.S.A. All-One Trademark Pat'd January 6, 1914', hickory shaft with leather grip.

£600 - 800

US Patent No. 1,1083434 6 January 1914. Charles N. Curry Chicago, Illinois, USA.

185

UNKNOWN MAKER: TRACK IRON, CIRCA 1860

Blacksmith made, with a tiny face and with a noticeable crease, a long 5-inch crimped slightly flattened hosel and smooth concave face. the a hickory shaft with an original leather grip over under-listing. Length of club 37 $\frac{1}{2}$ inches, club head 2 7/8 x 1 7/8 inches

£500 - 800

186

A.G. SPALDING & BROS: A 'CLINKER' GUTTA-PERCHA GOLF BALL, CIRCA 1899

Moulded mesh cover pattern with over 90% original paint coverage.

£200 - 300



187

UNKNOWN MAKER: A ONE-PIECE THORN CLUB, CIRCA 1900

Featuring a narrow club head top that gradually tapers out, a thick brass sole plate secured by three screws and with a small area of whipping to lower part of shaft, original leather wrap round grip. A very rare and unusual putter.

Length of club 31½ inches, length of head 3½ inches , width across crown ½ inches, depth of face 4¼ inch.

£800 - 1,200

188

UNKNOWN MAKER: AN ALLUMINIUM DUPLEX PUTTER

With straight and lofted faces, the metal head is secured with a smooth headed rivet to its short stubby hosel, with hickory shaft and lacking a grip.

Head measures 3 inches x 11/2 inches.

£300 - 500

189

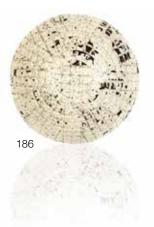
JACK WHITE: A 'SUN SPOT' RUBBER CORED GOLF BALL, CIRCA 1910

With a cover pattern of multi-suns, stunning artwork.

£200 - 300

Not listed in The Golf Ball Book, hence extremely rare.

189







JAMES ANDERSON: A LONG NOSE SCARED NECK SPOON, CIRCA 1875

Light stained thorn head, the crown stamped 'J. Anderson', horn insert, lead back weight, hickory shaft with original hide over underlisting.

£800 - 1,200

James 'Jamie' Anderson (1842-1905) was a three times open Champion. He was not only a great golfer but also a fine club maker, who made high quality long nose clubs from his workshop on Market street in St. Andrews. His club production was not great probably, because his main income was derived from playing as he was successful in a number of big money matches.



191 STERLING DAWSON: BRASS HEADED PUTTER WITH A PATENTED MOVEABLE GRIP, CIRCA 1927

Comprising a shaft three parts, a wooden shaft, an aluminium tube that covers the grip end of the shaft and a hard rubber sleeve covering the majority of the tube.

£200 - 300

US Patent No.1618640 22 February 1927: After making suitable adjustments to the sleeve and exposing the flat areas of the grip...by gripping the putter it allowed the left hand to stay aligned to the hole whilst giving the right hand control of the stroke. Dawson Golf Company, Chicago, Illinois USA.

192

THORNTON: A 'THORNTON 27½' MOULDED MESH GUTTA PERCHA GOLF BALL, CIRCA 1895

The cover pattern is a fine mesh and features two circular pole areas, with over 95% of original white paint.

£300 - 500

George Boyd Thornton [Thornton & Co., Ltd] 115, St. Vincent Street, Glasgow, Scotland. Established in the 1850's.

193

UNITED STATES RUBBER COMPANY: A' TIGER' GOLF BALL, CIRCA 1930

With a golden brown painted cover pattern comprising raised and indented circles, marked in capitals 'U.S. Tiger'.

£150 - 200



194 A WILLIE DUNN JR. PATENTED BLACK PYRALIN HEAD CENTRE-SHAFTED MALLET PUTTER, CIRCA 1904

The club head in black is made from 'Pyralin' and has a small insert of white 'Pyralin' which forms an alignment aid on the crown at centre of blade, cross-hatched markings on brass faceplate, with three weighted plugs in back of head, the crown is stamped 'Kempshall Mfg. Co. / Arlington N.J.', the hickory shaft also stamped 'The Kempshall Mfg. Co. / Arlington / N.J'.

£600 - 600

US Patent No. 745044 24 November 1903.

195

WILLIAM DUNN JR.: A PATENT APPLIED FOR 'INDESTRUCTIBLE' COMBINATION CLUB, CIRCA 1900

Featuring a club head with an aluminium case fitted with wooden block covering its striking face and secured by five screws from underneath; crown stamped 'Willie Dunn's/ Pat. App. For Indestructible' and with a hickory shaft with hide leather grip.

£500 - 800

Willie Dunn, Golf Professional and Club Maker 1865-1952.

196

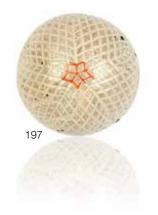
WILLIAM DUNN JR.: A NEGATIVE LOFTED 'ROTARY' PUTTER, CIRCA 1900

Featuring a golf putter metal head stamped in capitals 'Willie Dunn Pat' and having a continuous convex lofted face, comprising a curved section and an increasingly flattened surface progressively leading into a negative angle, with original leather wrap round grip and early ID paper label No. 270.

£400 - 600

The object of the patent was to strike the ball above the centre to impart a continual roll to the putt.

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.



WHITMAN & BARNES: A 'DIAMOND' GUTTA-PERCHA GOLF BALL, CIRCA

under Patent No. 299493, January 1899,

Whitman & Barnes Manufacturing Akron,

EDWARD SLADE: A PATENTED SPRING

Featuring a wooden block of wood set into

screw at back of the head, the hickory shaft

US Patent No. 564,655 28 July 1896 for the

first US metal wood patent: designed so that when striking the ball the wooden insert with

an elastic material behind it would move back

This club was sold as lot 617 in the Sotheby's

and then spring forward. Benefits included

easy repair when the wooden block was

Jeffery Ellis Golf Club Sale in 2007. It is understood to be the only Slade metal wood

Edward Slade Newton, MA., USA.

the face which is secured by a recessed

with a 'David Low Collection' paper label

attached and leather grip.

£1,000 - 1,200

damaged.

extant.

FACE ALLOY METAL WOOD, CIRCA 1896

with near perfect paint coverage.

With a diamond mesh cover pattern, as made

197

1899

£600 - 800

Ohio, USA.

198

200

2

199

THREE EARLY RUBBER CORED GOLF BALLS. CIRCA 1902

Including a McNab's 'Scout' bramble pattered ball, a Silver King 'S' bramble, circa 1910 and a Craig Park Climax bramble, circa 1910. (3)

£150 - 250

200

JAMES R. BROWN: A PERFORATED WATER IRON, CIRCA 1904

Featuring an iron head with six slats, a pierced face with a circular foliate engraving, lettering to back of club have been worn away and with a good original leather grip.

£600 - 800

A club to make shot-making more comfortable for the golfer, particularly from sandy areas on the links.

201

SLAZENGER & SON: THE 'EMPEROR' SWAN NECKED PUTTER, CIRCA 1900

Featuring a golden dark stained wooden head and elegantly bent neck, a brass face plate secured by five screws and with a small decorative area of whipping to hosel, the crown has an arrow shaped alignment aid, original hickory shaft has whipping that may denote an old repair.

£250 - 400

202

CHARLES SKINNER: A PATENTED 'RELIABLE' PUTTER, CIRCA 1905

Featuring a rectangular projecting face and a curved sole that angles up at the heel and toe, stamped with a Gibson Star cleek mark.

£400 - 600

Patent No. 385 9 January 1905.

203

WORTHINGTON BALL COMPANY: 'THE WONDER BALL' GOLF BALL, CIRCA 1920

With a cover pattern of recessed diamonds and the poles marked in capitals 'The Wonder Ball', with near perfect paint coverage.

£300 - 500

Worthington Ball Company Elria, Ohio, USA.





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



204 TOM DUNN: A LONG NOSED SCARED NECK SPOON, CIRCA 1875

A rich brown stained club head, the crown stamped 'T. Dunn' with neat back weight and horn to leading edge, original hickory shaft and thick hide grip.

Length of club 38 inches, length of head 5 inches, width across crown 2 inches, depth of face 1 inch

£800 - 1,200

205

ROBERT SIMPSON: THE 'PREMIER' CAST IRON PUTTER, CIRCA 1903

A late long nosed style club head with diamond pattern face markings, stamped hickory shaft and original leather grip.

£500 - 700

Registered design No. 27219 dated 1903. The unusual choice of head material made it a deal more robust than the softer more usually cast aluminium.

206

JOHN WILLIAM MOORE: A SQUARE SHAFTED DRIVER, CIRCA 1903

Featuring a spliced neck with original whipping and leather grip, the crown is marked 'J W Moore Maker Barton-on-Sea Milton Hants'.

£600 - 900

Designed with a four cornered wooden shaft to create greater resistance and to cause a truer striking side so that the ball is not liable to go off at an angle as is the case with round shafted clubs.

207 ALLAN F. MACFIE - ROYAL LIVERPOOL: HIS PERSONAL NIBLICK IRON, CIRCA 1885

Its smooth face stamped with his name in capital letters; maker unknown, the hickory shaft also has a black ID No. 100 label.

£1,000 - 1,500

In 1885 the Royal Liverpool Golf Club organised a match play tournament that was 'open to all amateur members of recognised golf clubs'. This event was run prior to the first official Championship in 1886. It was, for many years, regarded as an unofficial championship but in 1922, the R. & A. ruled that Macfie, the winner of the event, should be added to the list of Amateur Championship winners. Hence MacFie became the first Amateur Champion.

208 SLAZENGER: THE 'BALL' LUMP TOE PUTTER

With gun metal club head and unusual thickened area behind the toe, good clear Slazenger markings on rear of the club head and 'Slazenger' stamped on the hickory shaft.

£100 - 200

A lump toe putter gives heel and toe weighting.

209 F.L. SLAZENGER: THE 'TRAVIS' WOODEN HEADED PUTTER, CIRCA 1907 Fitted with a smooth brass face plate and stamped on its crown 'The Travis', with hickory shaft and leather grip.

£200 - 300

210

A.G. SPALDING & BROS: 'THE SPALDING' LOFTING MASHIE, CIRCA 1897

Featuring a large 'ball' shaped circular hump on the back of the club, marked 'The Spalding' and 'Hand Forged' on the back of the toe, with original Spalding stamped hickory shaft and sheep skin grip.

£300 - 500

Supposedly a good club to use when playing into a wind or when looking for additional carry and power.

211

MILES OF DUNDEE; THREE MATCHING PATENTED SMOOTH FACED IRONS, CIRCA 1910

The Paxie, The nipper and the Rexor, all with hickory shafts and leather grips (3)

£200 - 300





ROBERT ELLINGHAM: A PATENTED ADJUSTABLE WEIGHT PUTTER, CIRCA 1924,

With a centre shafted aluminium head in the style of a Schenectady, with waffle-pattern face marking, the crown of head fitted with a black fibre alignment aid, the back of head with large brass screw to access to an internal chamber where weights could be added or removed, the sole stamped 'Ellingham Spfld. Mass.', the hickory shaft with leather grip.

£600 - 900

US Patent No.1,518,316 9 December 1924: the ability to vary and distribute weight to suit the golfer.

Robert W. Ellingham Springfield, MA., USA

213

A SPALDING SCHENECTADY-STYLE MALLET, CIRCA 1907

With a wooden head and a full brass face plate, secured by five screws, the top of club head marked 'Spalding 2', with original light stained wooden rectangular centre shaft stamped 'Gold Medal' and leather grip, together with another Spalding 'Travis Putter' as stamped in block at rear of the club, the crown stamped 'A.G. Spalding' along with initials of an original owner, 'S.M.B.', hickory shaft and leather wrap round grip. (2)

£200 - 300

214 DAVID SPITTAL: A HICKORY AND STEEL COMBO SHAFTED NO. 3 IRON, CIRCA 1928

Featuring an unusual shaft comprising wood, copper and tubular steel, the back of the club has a Tom Morris trade mark.

£300 - 500

David Spittal Chambly Basin, Quebec , Canada.

215

A SWAN NECK OFFSET PUTTER

Featuring an alloy head with a sharp angle to lower hosel joining the club head, no markings or details, a hickory shaft with an original wrap round leather grip.

£200 - 300

A very heavy and substantial putter.

216 UNKNOWN MAKER: A LONG NOSE LONG SPOON, CIRCA 1770-1800

A pure feather ball era old spoon, with a blond coloured delicate thorn club head, an extremely hooked face with a tiger stripes pattern and with the owner's name 'R. FERGUSON' stamped on the crown with thick horn and slim shaft, the grip was replaced over 50 years ago, no maker's stamp or name.

Club length 43¾ inches; head 4 7/8 inches, and across crown 1/5/8 inches face depth 7/8 inch

£1,500 - 2,000

217 A SKOOPUM CONCAVE FACED SAND WEDGE, CIRCA 1930

Nickel plated and featuring a very flat sole but without a flange, marked 'Skoopum Pat Apl For' on the back of the club head.

£200 - 300

In 1931 Golf's governing bodies ruled that any club with a concave face was an illegal one.

218

ROBERT MORGAN: WOODEN SPOON WITH PATENTED COMBINATION SHAFT, CIRCA 1929

Featuring a Bulger style head, face marked with criss-cross hatching, a brass sole plate marked 'Spoon'and crown is stamped 'Genuine Bayliss', the shaft is made with an inner core of solid metal and comprises six strips of bamboo cane, the cross section of the metal core is the form of a six pointed star and is visible on the sole, original leather grip.

£300 - 500

Patent No. 337638 28 November 1926. It is understood that there are no other known examples of this club and this club was sold as lot 51 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

219

F.H. AYRES: THE 'CERT' PUTTER

The square alloy head well stamped with name of club and maker, centre shafted with grip.

£300 - 500



JAMES MUNRO: A PATENTED 'PENDULUM PUTTER, CIRCA 1896

In the form of a croquet club, featuring a brass club head with a slightly curved sole, with smooth face and fitted with a tapered hickory shaft to its central hosel, the back of the head is marked 'Patent Pendulum putter', the hickory shaft also has a black ID No. 138 label.

£600 - 900

James Iverach Munro, Edinburgh Scotland. Scottish Golf Club Manufacturing Company.

221

A COLLECTION OF SIX FANCY FACED IRONS

To include a Grand Special Mashie, a Kro-flite Accurate a H.Hanley, Spalding, MacGregor backspin and a Hillerich & Bradsby (6)

£200 - 300

222

ISSAC MACKIE: A PATENTED SPLICED FISHING ROD WITH TWO-PIECE SHAFT, CIRCA 1914

Featuring a blond coloured bulger shaped head wood stamped 'F Cameron' and a scared and socket neck two-piece shaft, the longer piece splices onto the back of the neck and upper part fitted with a leather grip.

£300 - 500

US Patent No. 1,098,630 2 June 1914: to provide a club that could combine distance and accuracy.

223

WILLIAM GIBSON & CO: A FRANK MURRAY PATENTED SPLICED DRIVING CLEEK, CIRCA 1910

Featuring an iron headed club joined by a splice to its wooden shaft, original long length of whipping, the back of the club head is marked 'Wm Gibson & Co Kinghorn Scotland The E Murray Patent 9439' and the sole marked 'Driving Mashie', with original leather cloth grip.

£200 - 300

Patent No. 9,439 19 April 1910.

Advertised as being a combination of iron and wooden Club. From its novel construction it combines the rigidity of the iron with the steeliness of the wooden club; result longer distance and supersession of the brassie.

224 A GROUP OF PATENTED NECK JOINTED CLUBS

Comprising a George Mattern patented club circa 1926; a F.L.Slazenger patented driver with threaded socket and shaft circa 1901, featuring a socket wood with horn insert, lead back weight and sole plug, the crown is stamped; a A William P.Smith 'Evolution' patented neck jointed wood circa 1920 featuring a neckless Bulger shaped head with horn insert, a wooden dowl in the head pins the shaft to the neck. Patent No. 161,423 12 March 1920; and a C. Spinks patented brass banded socket wood circa 1895, with a neat back weight and horn insert, a riveted metal ring to upper neck that binds the head and hickory shaft together and an original leather grip. (4)

£300 - 500

The Mattern, US Patent No. 153,095 7 December 1926,: The object of the invention is to improve the construction as well as the means and mode of assembly of golf clubs whereby they will not only be cheap in construction but will be more efficient in use of increased strength and durability, and unlikely to get out of repair. The Slazenger, Patent 682960 Slazenger New York' and shaft also stamped with Slazenger details and with original leather grip. US Patent No. 682960 17 September 1901: To improve the means for connecting wooden heads to their shafts.

The Spinks, was designed so there was no need for whipping and was decoratively pretty.

Advertised in 1895 as being 'the most reliable and farthest driving club in the world.'

225

ROBERT MCCLURE: A PATENTED ALLOY HEADED PUTTER, CIRCA 1929

Featuring a rounded back centre shaft head, central hosel and early metal shaft with original grip.

£250 - 400

Designed to keep both the shaft and weight behind the striking face to promote putting accuracy.

Patent No. 1,703,199 Feb. 26, 1929: The object of my invention is to provide a golf club which will eliminate or reduce to the minimum errors or inaccuracies in playing that result from the club construction.

226

THISTLE CO: AN ALBERT MCDOUGALL PATENT "T-SQUARE" PUTTER, CIRCA 1919

Featuring an aluminium mallet club head with waffle pattern marking and two hardened rubber recesses, hickory shaft with leather grip, with a hardened rubber alignment ridge running parallel to the club head face and fitted with an adjustible spring weight mechanism, the sole inscribed "The McDougall Putter Patent No. 1291967 Thistle Putter Co. N.Y. Upright'.

£300 - 500

US Patent No. 1,291,967 21 January 1919: This improved version includes two chambers in which the weight and balance of the putter could be altered.

GEORGE NICOLL: A PATENTED CLEEK IRON WITH FACE INSERT, CIRCA 1893

Featuring a gutta-percha face insert into the central portion of the smooth iron blade, original criss-cross pattern to insert, marked on back of club 'G Nicoll Leven Pat No. 15425', with a stamped 'A. Aitken Edinburgh' tightly grained shaft.

£400 - 600

Nicoll was the first golf professional and club maker to use face inserts. He reasoned that the insert leather or gutta gave a better grip to the ball and prevented "skidding" when playing with a smooth faced iron club.

228

A PATENTED 'PARMETL' IRON BRASSIE

With hollow back, left handed with short brass hosel and a semicircular brass lip over the cavity back, the face has a 1-inch deep face, in a red rubber type material, secured by three copper pins and a black painted Bristol shaft by the Horton Manufacturing Company, the sole is stamped in capitals 'Brassie Pat Pend'.

£500 - 800

A very important patent, as element are found in metal woods today – a 'hollow body' head giving peripheral weighting and helping accuracy. It is understood that this club is unique and is listed on page 148 of the Jeffery Ellis reference book 'Golf Club'.

229

FRED SAUNDERS: A PATENTED STRAIGHT LINE PUTTER, CIRCA 1920

With an aluminium head designed with an extended sole which reaches a point beyond the back of hickory shaft, the crown with an alignment aid is stamped 'Fred Saunders Highgate, N', the sole stamped 'L. 2557 A patent 354265 Reg. Des. No. 672159 Straight line putter Medium lie / 9 ozs 13 drs'.

£300 - 500

Fred Saunders, Club maker and Golf Professional served his time under Charles Gibson.

230

ANDREW H. SCOTT: A PATENTED 'UNBREAKABLE' WOODEN HEADED CLUB, CIRCA 1894

Featuring a bulger shaped club head, horn insert and lead black weight, with a hickory shaft that is attached by a fork splice neck joint, the crown is stamped 'A. H. Scott Patent No. 21444' and shaft stamped with Scott and the patent number.

£200 - 300

Patent No. 21444 1896: The fork slice was to provide a club with increased spring and give at what was the weakest part of the club.



231

JOHN PATRICK: A LONG NOSE SHORT SPOON, CIRCA 1860

With a rich dark brown stained club head, a very high domed crown and face, rear lead weight and horn insert to leading edge, with original whipping and grip.

Length of club 37 inches Length of head 5 inches Width across crown 1 3/16 inches Depth of face 1 1/8 inches

£1,500 - 2,000

John Patrick (1820-1866) was a craftsman who made long nose clubs during 1847-1866 in Leven Fife. John was described as being a 'cabinet maker and club maker.' In 1856 John was known to be able to 'supply those wishing to amuse themselves at their own Clubs with best Hiccory Handles...'

232

WILLIAM PHILPOTT: A PATENTED SCARE NECK WOODEN PUTTER, CIRCA 1903

Having a unique rectangular shaped head with a pointed toe and a wide parallel head stamped 'Philpot Princes Club Mitcham' and 'Patent with No 21583, with full ebonised sole plate fitted with six screws and sole stamped 'Centric Weight 42', note the unusual V-shaped insert from the shaft to the sole.

£800 - 1,200

233

JOSEPH. BRADDELL: A PATENTED ALUMINIUM HEADED 'C MODEL', CIRCA 1894

Featuring an all-aluminium Bulger shaped head, club head fitted with a wooden block and its wooden club face has been covered in hard leather, the crown and hickory shaft stamped 'Braddell', complete with its original cork grip.

£200 - 300

Patent No. 1734 dated 1894. The wood and leather combination was to afford the golfer with the feel of a wooden headed club. This club was sold as lot 615 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.



234

THOMAS VESEY: A PATENTED IRON HEADED METAL WOOD, CIRCA 1894

Featuring a metal wood made in iron and with a gutta percha face, the crown is stamped in very small letters 'Vesey's Patent', the sole and back of club head have three holes showing gutta percha, with a lancewood shaft complete with hide grip over under-listing.

£800 - 1,200

This unique club was sold as lot 610 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

Rector Thomas A. Vesey Richmond, Yorkshire England. 235

WALTER PEDERSEN: A PATENTED METAL WOOD, CIRCA 1920

Featuring a modern looking club head, fitted inside with a wooden block and secured by a retractable sole plate secured in place by three screws, the crown has wooden pegs that extend into the wood to keep it secure, with hickory shaft, the soleplate is stamped 'Petersen Mount Vernon'.

£200 - 300

Walter B. Pederson Mount Vernon, New York, USA.

US Patent No. 1,616,920 8 February 1927: To produce a metal club head with the weight balance and consistency of a wooden headed club.

236

WALTER PEDERSON: A MASHIE WITH A CONVEX FACE, CIRCA 1925

This quirky iron made with a convex face, the lower portion of the face with short and long dashed face markings, the back of the blade stamped 'Pedersen Mfg's Mount Vernon, N.Y. Pat. Pend. Mashie', the Winton stamped hickory shaft with grip.

£400 - 600

Patent No. 1,532,545 7 April 1925: to provide a club that when swung normally would impart backspin onto the ball because the ball was more in contact with the face than usual.

Walter B. Pederson Mount Vernon, New York, USA.

237

ROBERT URQUHART: A PATENTED ADJUSTABLE CLUB, CIRCA 1894

Blade marked in capitals 'Urquhart' within a circular design, the hosel stamped 'Urquhart's Patent 1865', the heel fitted with a mechanism to release the blade to various lofts, with hickory shaft and wrap round leather grip.

£800 - 1,200

238

FREDERICK WALDRON: A PATENTED APPLIED FOR 'ARDEN AERO' CLUB, CIRCA 1927

Featuring an alloy metal club head in the style of an aeroplane with wings and tail plane with a smooth oval face, the hosel positioned away from the front of the face and the crown is marked 'Pat Applied For' and the Arden cleek mark, the 40-inch shaft is fitted with a Horton Company copper plated steel tube and is marked 'The Bristol Gold Label'.

£300 - 500

Frederick A. Waldron, Westfield, New Jersey USA.

239

PETER ROBERTSON: A 'ROBERTSON SPECIAL' TRAVIS TYPE MODEL PUTTER

The wooden head shaped in the Travis style, the crown has eight gold raised discs alignment aid, extensive markings to crown and with 'E.P Wilken' stamped onto the rear brass area and six screws to hold the brass sole plate in place.

£200 - 300

240

CHARLES ROLFE: A LAWN GOLF ADJUSTABLE IRON, CIRCA 1914

Featuring a club head and hosel in a nickel-plated finish, the blade stamped 'Rolfe', with adjustable loft, for right or left-handed use, the hosel contains a spring washer and a ball and socket joint for adjusting the mechanism with hickory shaft and leather grip.

£200 - 400

Charles A. Rolfe Redlands, CA, USA.



MAC & MAC: A JOHN PEARSON SLOTTED IRON WATER BACKSPIN MASHIE, CIRCA 1923

Featuring a smooth face with four horizontal slots, the back of club head is marked in script lettering 'J.S Pearson' and 'M.S.R.' an early owner, original hickory shaft with leather grip.

£1,000 - 1,200

So designed to produce maximum back spin from the fairway and for ease of play from sand and water.

John S. Pearson was the professional at the West Middlesex Golf Club 1896-1899.

Mac & Mac Oak Park, Illinois, USA.

242

GEORGE REITENOUR: THE 'RITZ' DUPLEX WOODEN HEADED CLUB, CIRCA 1922

Featuring a double faced wood with identically shaped recessed faces, each with metal sweet spot plates that have been weighted with lead and with narrow lead alignment line across the crown, full brass soleplate, the alignment strip is marked 'Ritz' and the original shaft has details of the maker, 'Patent Applied For' details and a previous owner, 'Roy Haber'.

£800 - 1,000

This club is one of two known examples. George W. Reitenour Union City, Indiana USA.

243

WALTER RIGHTER: A PATENTED 'TURK' PUTTER, CIRCA 1915

Featuring a croquet style club with a curved and hatched face, a unique thick leather grip with a small rod through a flattened area near the top of the handle. the back of the head is marked 'Turk Righter Putter' and with the patent details in script lettering.

£500 - 800

US Patent No. 1,140,799 25 May 1915. One of two known examples. Walter Righter New Jersey, USA.



244

THE BROWNLOW SPECIAL PUTTER

Featuring a light stained persimmon socket wooden club head with a stepped-down rear section, a full brass sole plate and a stamped hickory shaft with a wrap round leather grip.

£200 - 300

245

RALPH TYLER: PATENTED 'BALL TO BALL' COMBINATION WOOD, CIRCA 1926

Featuring a wooden head within an aluminium sole plate and hosel frame and the wooden head has a steel core and is secured to the aluminium body by three screws, the crown stamped 'Ball to Ball R.G. Tyler', the original hickory shaft with a Carruthers fitting and leather grip.

£400 - 600

Designed to reduce impact vibration or torsional tendencies through the shaft at impact.

246

AN UNUSUAL SPRING LOADED HINGED BLADE BRASS PUTTER

With concave back, face partially 'decorated', the top of the blade features a vertical groove and a horizontal alignment aid, the steel hosel is fixed to the head by a smooth rivet and the head can be pivoted to lay flat.

£2,000 - 3,000

The blade is fitted with a spring loaded hinge mechanism allowing the blade to give way if struck heavily into the ground. This unique club was sold as lot 322 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

247

UNKNOWN MAKER: A 19TH CENTURY ONE-PIECE PUTTER, CIRCA 1850

With a one-piece rectangular shaped wooden head, a centre shaft and a full brass face plate, the end of the shaft is in the shape of a button.

£400 - 600







248 EBEN THOMPSON: A GUN METAL **ADJUSTIBLE IRON, CIRCA 1901**

Designed with gunmetal blade and hosel, the back of the blade has a lever that allows the club head to be positioned in one of three slots, the forward slot provides a cleek or putter, the middle slot provides a mashie, and the rear slot provides a niblick, with replacement hickory shaft stamped "McEwan" with hide over under-listing grip.

£1,000 - 2,000

This club was sold as lot 224 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007. Eben F. Thompson Worcester, MA, USA.

249

MAKER UNKNOWN: THE 'TRUBLO' PUTTER

Featuring an aluminium headed putter with a projecting flange face, the sole stamped 'Made in England' with a burgundy coloured wrap round leather grip, probably unique.

£500 - 800

250

PHILP: A DARK STAINED LONG NOSED **DRIVER, CIRCA 1840**

With a typical Philp elegantly crafted neck and club head, stamped 'H. Philp' with horn and lead weight insert, dark stained shaft and grip comprising partial hide and all under-listing. Length of club 45 inches, club head length 51/4 inches, depth of face 7/8 inches, width across crown 1 7/8 inches

£1,500 - 2,000

251 **GEORGE WORTHINGTON: A PATENT APPLIED FOR IRON, CIRCA 1927**

Featuring an aluminium head with a large and slightly cambered sole that extends beyond the rear of the club and a flange, with hickory shaft and leather grip.

£300 - 500

Patent No. 1,617090 8 February 1927: Designed to help the novice golfer not to dig into the ground thereby hitting the shot fat. George C. Worthington, Elyria, Ohio USA.

252

JACK WHITE: THE 'DEADUN' BACK SPIN MASHIE NIBLICK WATER IRON, CIRCA 1914

Featuring an iron club head with twenty drilled out holes, the back of the club head marked 'Warranted Hand Forged Wm Gibson & Co Ltd Kinghorn Jack White' and on the back of the heel 'The Deadun Made in Scotland' and a Gibson cleek mark, with hickory shaft and leather grip.

£600 - 900

Jack White 1873-1949 Golf Professional and Club Maker. Professional at Sunningdale G.C. 1901-1926.

253 JACK WHITE: A 'CIVIC SPECIAL' PUTTER, CIRCA 1914

Featuring an iron club head with twenty-four drilled out holes, a flanged sole, the back of the blade stamped 'Jack White Warranted Hand Forged Horton Wm Gibson Kinghorn Scotland' and behind the toe 'Civic Special' with a Gibson Star mark, with replacement leather grip.

£250 - 400

Designed with the holes so the putter face would reduce or deaden the distance the ball would roll.

254

GEORGE WALKER: A PATENTED SPRING FACED PUTTER, CIRCA 1895

Featuring a metal rectangular shaped club head that has a piece of sprung steel attached to the club head face, 'Patent' is stamped on the back of the head, with hickory shaft and leather grip.

£1,200 - 1,500

Patent No. 1554 23 January 1895: The object of this invention was to combine the elasticity of the wooden head with the durability of the metal one. One of two surviving examples.







JAMES WILSON: A LONG NOSED SCARED NECK PUTTER, CIRCA MID-1850'S

An elegant and refined light stained club head with a very shallow face, horn insert to leading edge of sole retained with large dowels, crown stamped in capital letters 'J. Wilson', the hickory dark stained shaft with hide leather grip over under-listing a feather ball era club.

Length of club 38 ½ inches, head length 5 inches, width of head 1 7/8 inches, depth of face 7/8 inches.

£1,000 - 1,200

James Wilson (1803-1866) was Hugh Philp's foreman for twenty-three years but left in 1852 when Philp brought into the business Robert Forgan. Wilson then set up on his own account in St. Andrews and although business rivals became friendly with Forgan co-purchasing wood and helping each other when possible. By all accounts Wilson was an excellent club maker producing long nose clubs until his death in 1866.

256

THOMAS WARD: THE PATENTED 'TYKE' DRIVER, CIRCA 1897

With a horn material Bulger shaped club head, the crown stamped 'The Tyke', with hickory shaft and leather grip.

£300 - 500

Patent No. 12265 18 May 1897: to design a durable golf club that would not wear rapidly along the leading edge.

This unique club was sold as lot 234 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007. T. W. Ward was an iron merchant in Sheffield Yorkshire and formed the Tyke Golf Club Company.

257 JOHN D. WILSON: A PATENTED DUPLEX

PUTTER, CIRCA 1925 Featuring an aluminium centre shafted head, stamped 'Crolf' club, dual striking faces, one with lines more lofted than the other and with a smooth face, an original hickory shaft.

£200 - 300

Patent No. 1,548,081 4 August 1925.

258

WILSON-WESTERN: A SLAT SHAFTED PUTTER, CIRCA 1920-1930

Featuring a rectangular wooden mallet head, with a brass face and three inlaid brass strips along the centre and both edges of the head, with four sole lead plugs, the back of the club head is cambered and the ebonised shaft ends with a pistol style grip covered in leather.

£500 - 800

The sloping back was to prevent the head from catching the ground during the back swing and follow through. Endorsed by Wilson Staff Player, Gene Sarazen.

259

UNKNOWN MAKER: A CLEEK WITH BAND HOSEL, CIRCA 1875

The ¾-inch seamless metal band is located at the top of the 4½-inch hosel to secure the club head in place, this club is only one of three clubs identified with this type of hosel attachment.

£800 - 1,200

This unique club was shown on p.178 in the Jeffery Ellis book, 'The Clubmaker's Art'.

260

A BREWSTER PATENTED 'SIMPLEX' CROSS HEAD PLAY CLUB, CIRCA 1900

Featuring a boat like shaped head; stamped 'Simplex Patent No. 9414 1897', fitted with a brass plate that runs along the leading edge and curves up around both sides with centre shafted hickory shaft and grip.

£800 - 1,200

Francis W. Brewster Bournemouth, Hants, England.

261

GEORGE F. WILFORD: A PATENTED APPLIED FOR 'XL' ADJUSTABLE SPRING LOADED DRIVER, CIRCA 1912

An aluminium club head with a spring loaded face extending from the head itself, adjustable by means of screw located at reverse of head, the top of crown is stamped with 'XL Patent No. 17790 1912' within a circle and 'Applied For', with hickory shaft and leather grip.

£1,500 - 2,000

Patent No. 17,790 8 February 1912: When the ball is struck the face will recoil and then spring forward thereby adding distance to the shot.

This unique club was sold as lot 399 in the Sotheby's Jeffery Ellis Golf Club Sale in 2007.

Golfing Heritage Lots 262 - 280





262

ROYAL & ANCIENT: THE QUEEN ADELAIDE GOLD MEDAL FOR 1912

Featuring William IV bust and GUILELMO IIII D: G. BRITANNIAR REGI F: D: and ADELAIDE REGINA CUDI JUSSIT MDCCCXXX, with crossed golf clubs above and complete with original buff coloured ribbon and 1912 clasp. Together with the Martin's rubber cored ball with double indentations that was used in the 1912 Captain's Drive Into Office ceremony for the Silver Club, decorated with a silver band engraved with details of the event. (2)

(2)

£2,500 - 3,000

Walter Edwin Fairlie the 1912 Captain of the Royal & Ancient Club, St. Andrews was also a three time Medal Winner: 1903 Calcutta Cup, 1905 Jubilee Vase and the 1910 Royal Medal. He authored a book in 1908 titled 'The Old Golf Course of St. Andrews: Plans, with Names of Holes and Bunkers' that was compiled to help the golfer find his or her way around the Old Course with the least amount of trouble and strokes.

When King William IV died in 1837, his widow, Queen Adelaide, agreed to become Patroness of the Club. In 1838 she presented a medal to 'be called the Royal Adelaide Medal and be worn in compliance with Her Majesty's wishes by the Captain of the Club at all meetings'. From 1853, the Queen Adelaide Medal was awarded to the Captain when he drove into office with his symbolic, single stroke. Every Captain since then has hit a single shot from the 1st tee of the Old Course, thus gaining the Silver Club and the Queen Adelaide Medal.

263

60TH ANNIVERSARY DESERT CLASSIC: 4 PGA GOLF FLAGS

Played at the PGA West & the La Quinta Country Club, La Quinta California in January 2019, each flag has been individually autographed by Major Winners, Jason Day (1), Justin Rose (1), Adam Scott (1) and Jordan Spieth (3).

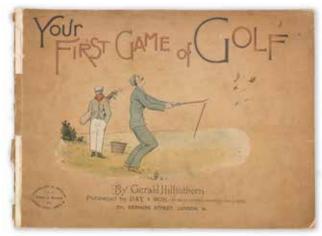
£500 - 800

264

HILLINTHORN (GERALD)

Your First Game of Golf, FIRST EDITION, *chromolithographed illustrations in the text, publisher's printed wrappers, spine with losses, oblong 8vo,* Day & Son, [1891]

£400 - 600





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.





265

A LLOYD PATENTED ROLLING HEAD PUTTER, CIRCA 1905

Patent No. 8897: with a tapering off-set neck, its metal roller is held in place by a large central nut and 'M & H 7' is stamped on rear of the cylindrical head, the original hickory shaft stamped 'A.Moodie' and fitted with wrap around grip.

£400 - 500

266

A JOHN HENRY PATENTED CENTRE SHAFTED APPROACH CLUB

Patent No.15597: comprising a gun metal kidney shaped head, stamped to the rear with the details of the maker and patent; the line 'patent app for' has been crossed out inferring that this club was made when the patent had been granted, the hickory shaft lacking its leather wrap around grip.

£800 - 1,200

This gun metal version is seldom seen at auction and is rarer than the metal headed version.

267

A SMALL COLLECTION OF GOLF CLUBS

To include 'The Maxmo' wooden headed putter; a Gassiat style Grand Piano putter with pistol grip and a Holtzapffel & Co golf training aid and grass cutter that has a sharp double edged blade and a steel hosel with a wooden ribbed grip. Together with a children's set of J.B. Halley clubs, a driver and three gun metal headed irons, all with clear Pyramid cleek marks and stamps.

£300 - 400

268

A LINKS OF LEITH GOLF HOUSE MEMBERSHIP CERTIFICATE DATED 4TH DAY OF DECEMBER 1784

Admitting James Sibbald to The Honourable Company of Edinburgh Golfers, signed lower right by James Balfour Secretary, on Vellum, some folds but in overall very good condition, glazed and framed. Very early and extremely rare. $10\frac{1}{2} \times 14$ inches

£1,000 - 1,500

James Sibbald (1745-1803) was a bookseller and author of note. He was a friend to Robert Burns and the first to review Burns' 'Kilmarnock' edition of poetry. He also owned Scotland's first circulating library in Parliament Square, Edinburgh. He has been described as 'of eccentric and benevolent disposition and member of many convivial clubs.'







269 JOHN JACKSON: A FEATHER BALL ERA LONG NOSE SHORT SPOON, CIRCA 1835

In golden fruitwood, with elegant hooked face, the crown is stamped in capitals 'JACKSON', with a later or period added near full length leather face insert, a ram's horn insert and a neat lead back weight, with hickory shaft and original hide leather grip over under-listing. *Club length 38 inches, club head 51/2 inches long, 13/4 inches wide and 7/8 inch deep*

£3,000 - 5,000

John Jackson of Perth, Scotland 1805 – 1878.

Regarded as a true genius club maker, he was never known to have served an apprenticeship with any club maker to learn his trade. So his remarkable ability to create such wonderful long nose clubs was purely a natural gift. His rarely seen clubs are as highly regarded as those made by Philp, by virtue of elegant shape, balance and superb finish.

270

A FEATHER FILLED LEATHER GOLF BALL, 1840

Un-named and showing some of its internal stitches together with an un-named gutta-percha golf ball that has a hand cut mesh cover pattern circa 1880. (2)

£500 - 800

Provenance: the feathery golf ball was discovered in 1947 during renovations at 68 Market Street, St Andrews. When workmen were breaking off the lathe and plaster in the upper floors of the building out 'popped' the feathery ball. A full account of the ball's discovery as compiled by the family is included with this lot.

THE UNITED STATES OF AMERICA TO ALL TO WHIM THESE PHESENTS SHALL COME: Whereas sau minercer Patent Office S ACCOUNTS OF MILLION 10.10

273

271

A 1920'S PATINATED BRONZE STUDY OF A GENTLEMAN GOLFER AND CADDY

Unsigned, mounted on a wooden base, 26.5cm high (including base)

£700 - 1,000

272

A FRAMED DISPLAY OF THREE GOLFING PRINTS

Taken from *Charles Crombie, The Rules of Golf, Illustrated, for Perrier,* 1905, Rules 11-13, framed together with the Perrier Logo, *overall* 95cm wide, 35cm high (each print 23cm wide, 17cm high)

£200 - 300

273

JAMES ROSS BROWN: THE ORIGINAL LETTERS PATENT DATED 17TH OCTOBER 1905

Featuring on the document the hand written number '802,264'. The stamp of the United States of America Patent office seal with ribbon is attached bottom left and the signature of the American Commissioner of Patents, F. L. Allun bottom right. James Ross Brown was the 'Inventor' and the petition prayed 'for the Grant of Letters Patent For an Alleged New and Useful improvement in 'Golf Club and Appliances' patent no.802,264. The application filed 17 October 1905.

30cm high, 20cm wide

£2,500 - 4,000

1924 OPEN CHAMPIONSHIP: A CONTEMPORARY LEATHER BOUND AUTOGRAPH BOOK

Featuring over 50 players' signatures and dedications over 10 pages. To include that year's Champion Golfer, Walter Hagen 'Oceans of luck America USA June 21st 1924', and future Champions: Gene Sarazen,[1932] 'Best Wishes June 24 1924 ' and past Champions: J. H. Taylor signed in ink, (J.H. Taylor at the age of 53, he recorded the course record at Hoylake in the 1924 Open); George Duncan; Alex Sandy Herd; James Braid, Ted Ray; Arnaud Massy, Arthur Havers and Harry Vardon; 1924 contendors, Frank Ball, Cyril Tolley Amateur, Chas A. Whitcombe and Macdonald Smith and Ryder Cup players, Abe Mitchell, James Bradbeer and Tom King.

£300 - 500

275

THE OPEN GOLF CHAMPIONSHIP 1921 ST. ANDREWS: AN AUTOGRAPH BOOK

Featuring on two facing pages both that year's winner Jock Hutchinson U.S.A. and beaten finalist English amateur Roger Wethered together with many other players including Robert Jones, (Jones made his debut but tore up his card after taking four to escape from Hell Bunker in the 11th in the third round), James Braid, Alex Herd, James Herd, J.H. Taylor, Jean Gassiat, Arnaud Massy, Tom King, Joe Kirkwood, Arthur Havers, Ben Sayers, George Duncan and Charles Hoffner U.S.A. On the facing page, B. Seymour, Harry Vardon, Aubrey Boomer, Jack Wilson and John Caven.

£1,500 - 2,000

The 1921 Open Championship was the 56th Open Championship, held 23-25 June at the Old Course in St Andrews, Scotland. At that time no American golfer had won the Open and Golf Illustrated and the Professional Golfers' Association of America teamed up to promote and finance the British Open Championship Fund to send a team to Scotland. A team of 12 was chosen. They would sail in time to play a warm-up tournament at Gleneagles [Glasgow Herald 1000 Guinea Tournament] prior to the Open at St Andrews. The day before the Glasgow Herald Tournament, a match was played between the Americans and a team of British professionals, the first match between American and British professionals. It was a forerunner of the Ryder Cup matches, which began six years later in 1927. And the team included Jock Hutchinson and Charles Hoffner, both players putting the U.S.A. after their signatures. Jock Hutchison became the first American citizen to win The Open. But it was also a home victory as Hutchison was born and bred in the town but immigrated to America prior to WWI. In the 36 hole play-off Hutchison had rounds of 74 and 76 for a total of 150, while Wethered scored 77, 82 for 159.



271

276 A PLAYER'S METAL BADGE FOR THE 2011 OPEN CHAMPIONSHIP

Complete with pin fastener. *4cm diameter*

£200 - 400

The 2011 /140th Open Championship was held between 14–17 July at Royal St George's Golf Club in Sandwich, Kent, England. Darren Clarke won his first and to date only major championship, three strokes ahead of runners-up Dustin Johnson and Phil Mickelson.

277 CLAPCOTT (CHARLES)

The Honourable Company of Edinburgh Golfers, It's Titles in the Past (1744--1948), *typescript Manuscript, 13 numbered pages, paper wrappers, rubbed,* January 1949

£500 - 800

This is by far the rarest of all of Clapcott's writings. Clapcott determines 'at what date did the Honourable Company first acquire The Honourable Company of Edinburgh Golfers? It might be thought that the inscription on the outside of the Minute Books would help to solve the question and so begins an incisive in depth study of this issue'.

Clapcott concludes that 'in short the words in the present title date from 1784, 163 years ago, while the order of the words of the present title date from 1837, 111 years ago...'

278

CLAPCOTT (CHARLES)

The Honourable Company of Edinburgh Golfers, Last Days on the Leith Links (1796 - 1836), *typescript manuscript, 100 typed pages, contemporary cloth, typed paper title to upper board,* March, 1939

£500 - 800

Another rare typed CBC manuscript, comprising 100 numbered double spaced pages with blue cloth covers.

Clapcott: 'The third and last period in the history of the Honourable Company, remaining to be considered and the subject of the present article, is from 1796 to 26 July 1836, when members established themselves at Musselburgh after ninety years association with Leith Links...'

279 CLAPCOTT (CHARLES)

The Honourable Company of Edinburgh Golfers, on Leith Links (1764 to 1796), *typescript manuscript, 120 typed pages, contemporary cloth, typed paper title to upper board, ,* January 1939

£500 - 800

Another rare typed CBC manuscript.

Clapcott: 'It now remains to continue this examination up to the time when the Company left Leith and established itself at Musselburgh in 1836'.

280

CLAPCOTT (CHARLES)

Corrections and Additions to "The Early Days of the Honourable Company of Edinburgh Golfers", *5 loose unnumbered pages of corrections and additions*, November 1938

£300 - 500

END OF SALE



AUCTIONEERS SINCE 1793

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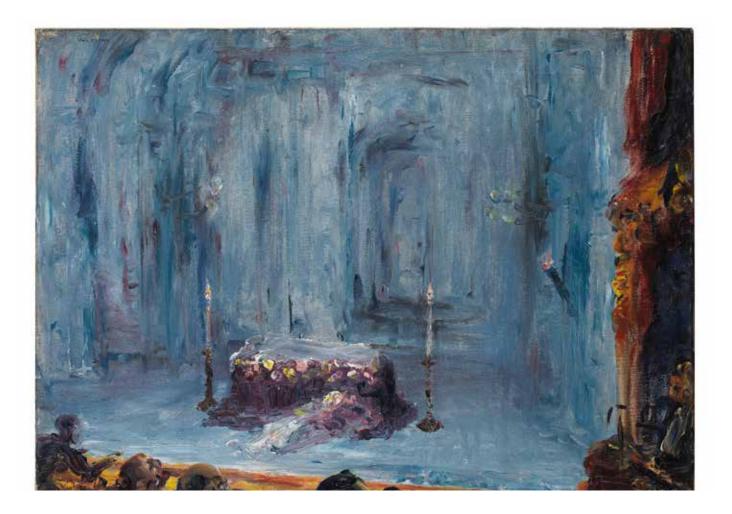
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JACK B. YEATS R.H.A. (IRISH, 1871-1957)

Romeo and Juliet (The Last Act) signed 'JACK B YEATS' (upper left) oil on canvas 45.8 x 61.1 cm. (18 x 24 in.) Painted in 1927 **£80,000 - 120,000***

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

Bonhams

International Auction Calendar 2019

FINE AND RARE WINES

Thursday 21 February Friday 15 March Thursday 2 May Friday 17 May Friday 14 June Thursday 4 July Friday 13 September Thursday 26 September Friday 22 November Thursday 28 November Friday 6 December

WHISKY

Wednesday 6 March Friday 17 May Wednesday 5 June Friday 23 August Wednesday 9 October Friday 22 November Tuesday 10 December London San Francisco London Hong Kong San Francisco London San Francisco London Hong Kong London San Francisco

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Edinburgh Hong Kong Edinburgh Hong Kong Edinburgh Hong Kong Edinburgh

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should 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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price* 25% of the *Hammer Price* above £2,500 and up to £300,000 20% of the *Hammer Price* above £300,000 and up to £3,000,000 13.9% of the *Hammer Price* above £3,000,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account. Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
 6.1
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

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

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4

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

5 RISK, PROPERTY AND TITLE

4.2

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

PAYMENT

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

COLLECTION OF THE LOT

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7.5

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

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6.2

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sa(e) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

9.3 Paragraph 9 will not apply in respect of a Forgery if:

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

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

GOVERNING LAW

13

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Australian Art Australia Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088 Australian Colonial Furniture and Australiana +61 2 8412 2222

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