Bonhams

The Scottish Sale

Edinburgh | 15 May 2019



The Scottish Sale

Wednesday 15 May 2019 11am – Part I, Pictures 1pm – Part II, Antiques 22 Queen Street, Edinburgh

BONHAMS

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VIEWING

Friday 10 May 10am to 4pm Sunday 12 May 1pm to 4pm Monday 13 May 10am to 4pm Tuesday 14 May 10am to 4pm Wednesday 15 May from 9am

SALE NUMBER

25363

CATALOGUE

£10.00

BIDS

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Please note that bids should be submitted no later than 4pm on the day prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being processed. Bidding by telephone will only be accepted on a lot with the lower estimate of £500.



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ILLUSTRATIONS

Front cover: Lot 28 Inside front cover: A selection of Perth silver wine labels from the Peter Lole collection, lots 289 to 300 Inside back cover: Lot 173

Back cover: Lot 57

Please note that Bonhams will be closed Monday 27 May 2019 for the Spring Bank Holiday

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

Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at www.bonhams.com and should be returned by email or post to the specialist department or to the bids department at bids@bonhams.com

To bid live online and / or leave internet bids please go to www.bonhams.com/ auctions/25363 and click on the Register to bid link at the top left of the page.

A lecture "Majesty & Rebellion: 18th century Jacobite Glass" by Simon Cottle of Bonhams will be held at 7.00pm on Tuesday 14th May 2019 at 22 Queen Street, Edinburgh. We are serving refreshments from 6-7pm and the lecture will take place from 7-8pm. Tickets are free but are limited.

To book contact: edinburghevents@bonhams. com or phone 0131 225 2266.

Sale Information

Edinburgh Salerooms

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

Glasgow Office

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

London

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 Chris Dawson (London)

Jewellery Nathalie Jordan Rebecca Bohle

Silver Fiona Hamilton Gordon McFarlan

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

Whisky Martin Green Charles MacLean (consultant)

The Sporting Sale Georgia Williams Charlotte Canby Hamish Wilson

ENQUIRIES

All sold lots will remain in the Edinburgh saleroom free of charge until 5.30pm Wednesday 29 May 2019. Storage charges will apply as below from Thursday 30 May 2019

Storage Charges- Small Lots £10.00+VAT per lot per week

Storage Charges- Large Lots £15.00+VAT per lot per week

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.

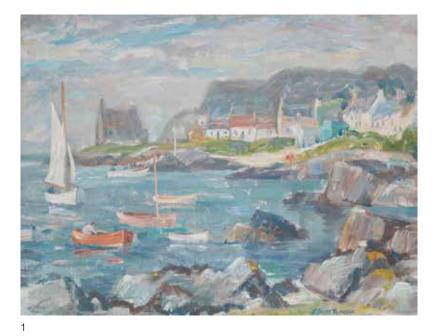
Please note that lots comprising printed books, unframed maps and bound manuscripts are not liable to VAT on the Buyers Premium.

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.









1 AR ADAM BRUCE THOMSON OBE RSA PRSW HRSW (1885-1976)

The Village, Iona signed 'A Bruce Thomson' (lower right) oil on canvas 45.5 x 61 cm. (17 15/16 x 24 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

2 AR CHARLES OPPENHEIMER RSA RSW (1876-1961)

Haymakers signed 'Charles Oppenheimer' (lower left) oil on board *31 x 38 cm. (12 3/16 x 14 15/16 in.)*

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900



З



4

3 ^{*} SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945) Off Easdale

signed 'DY Cameron' (lower right), oil on canvas 21.5 x 27 cm. (8 7/16 x 10 5/8 in.)

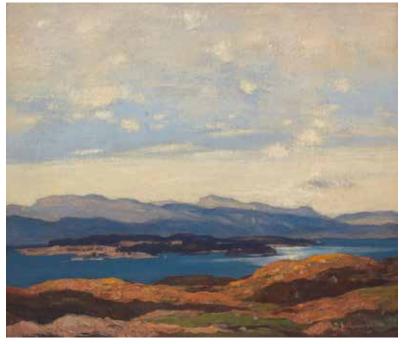
£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

4 *

SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945)

Sound of Mull signed 'D.Y. Cameron' (lower left) oil on canvas 26.5 x 46.5 cm. (10 7/16 x 18 5/16 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500







5 * SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945)

Loch Maree signed 'DY Cameron' (lower right) oil on board 21 x 25.5 cm. (8 1/4 x 10 1/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

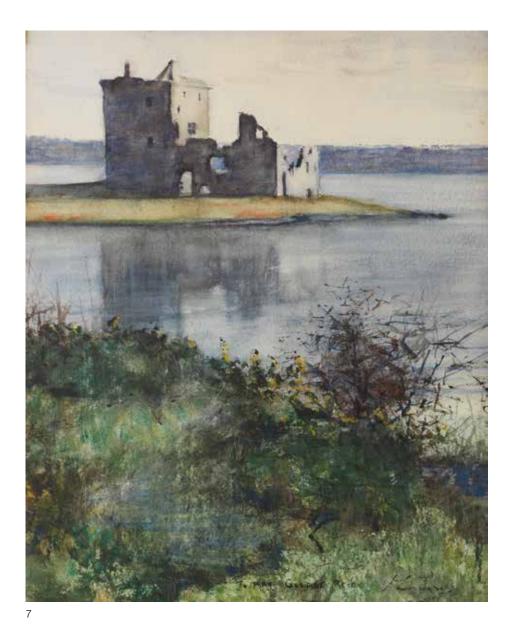
6

JOSEPH HENDERSON RSW (1832-1908)

Seascape signed 'J Henderson' (lower right) oil on canvas 26 x 36 cm. (10 1/4 in. x 14 3/16 in.)

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance With The Fine Art Society, London



7 SIR JOHN LAVERY RA RSA RHA (IRISH, 1856-1941) Rosyth Castle

inscribed and signed 'TO Mrs GEORGE REID/J Lavery' (lower right); further inscribed and dated 'Ruins near Queens Ferry/ 1887' (verso) watercolour

34 x 24 cm. (13 3/8 x 9 7/16 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Watercolours by Lavery are relatively rare, and the present picture recalls the Glasgow School's formative interest in the Barbizon works shown at the RGI exhibitions.

An inscription above the courtyard at Rosyth Castle reads 'Maria Regina 1561', and legend has it that Mary Queen of Scots stopped there after her escape from Lochleven Castle, en route to Glasgow to rally her forces. The date of 1887 makes this watercolour contemporary with Lavery's celebrated Battle of Langside paintings.





9

8 JAMES PATERSON PRSW RSA RWS (1854-1932) Edinburgh Castle

signed 'James Paterson' (lower right) watercolour 24.5 x 34 cm. (9 5/8 x 13 3/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000 9 AR FRANK WATSON WOOD (1862-1953) The Old Bridge, Berwick Upon Tweed signed and dated 'Frank Wood 1923' (low

signed and dated 'Frank Wood 1923' (lower right) watercolour 31 x 73 cm. (12 3/16 x 28 3/4 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600



ARTHUR MELVILLE ARSA RSW ARS (1855-1904)

Kirkwall Fair inscribed, signed and dated 'Kirkwall Fair/Arthur Melville/1885' (lower left) watercolour 53 x 37 cm. (20 7/8 x 14 9/16 in.) in original frame

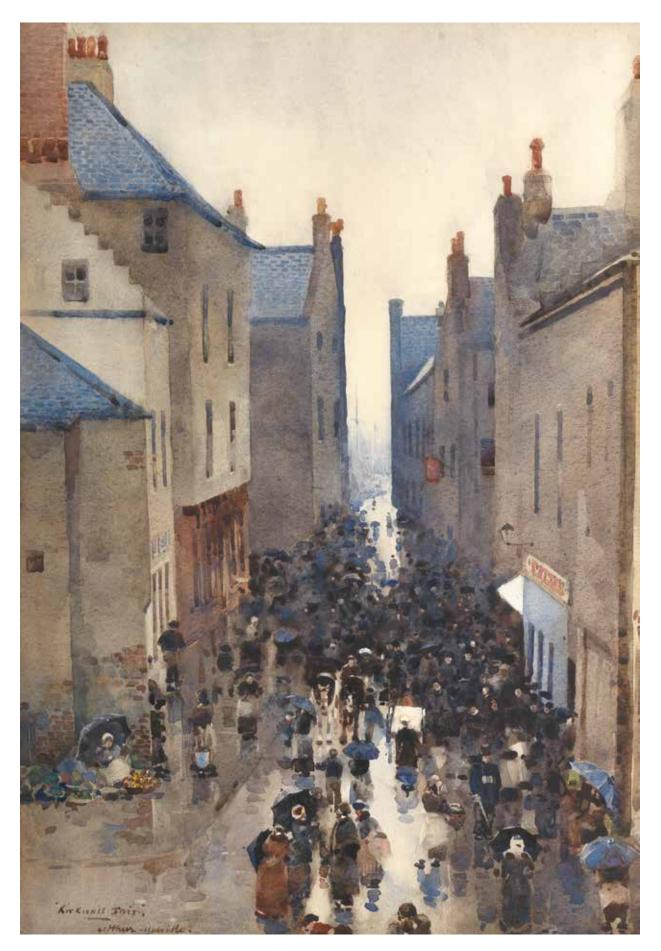
£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

Provenance Arthur Sanderson, Edinburgh (VAT 69 whisky) Private collection

Exhibited

RSA, 1886 RSW, 1888 Munich, 1892, no. 1302 ROI, 1906

Melville visited Orkney in the summer of 1885 and completed several watercolours of local subjects, including the Stones of Stenness.







12

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

Children playing in the sand signed 'Gemmell Hutchison' (lower right) oil on board 19 x 24 cm. (7 1/2 x 9 7/16 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

Provenance

With Aitken Dott & Son, Edinburgh

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

Children at the Tub signed with initials 'RGH' (lower right) oil on board 14.5 x 20 cm. (5 11/16 x 7 7/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

Provenance With Aitken Dott & Son, Edinburgh



13 **ROBERT GEMMELL HUTCHISON RSA RBA ROI RSW (1855-1936)** Feeding the nestlings signed 'Gemmell Hutchison' (lower left) oil on canvas $61.5 \times 46 \ cm. \ (24 \ 3/16 \times 18 \ 1/8 \ in.)$

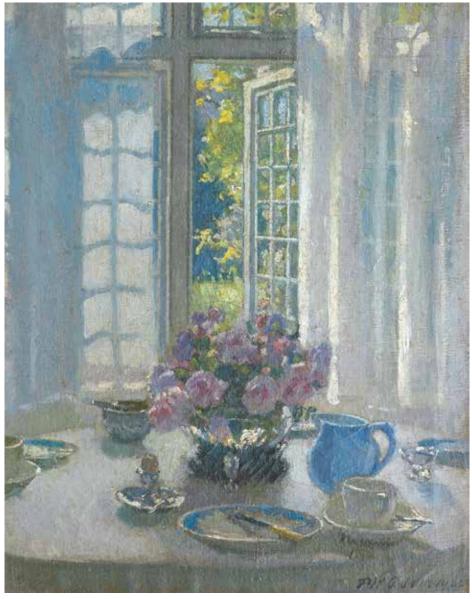
£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800



14 * AR JOHN MACLAUCHLAN MILNE RSA (1886-1957)

Golden Fringe of Fife signed 'Maclauchlan Milne' (lower right), signed inscribed and dated 1916 on stretcher oil on canvas 63.5 x 76.5 cm. (25 x 30 1/8 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000



15 * PATRICK WILLIAM ADAM RSA (1854-1929) The Breakfast Table

signed and dated 'P W Adam 1922' (lower right), artist's address label attached to backboard oil on canvas laid on board $53.5 \times 43.5 \text{ cm}$. (21 1/16 x 17 1/8 in.)

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000





17

JOHN PHILLIP RA HRSA (1817-1867)

Scotch Baptism signed and dated 'John Phillip 1851' (lower left) oil on panel 42.5 x 63 cm. (16 3/4 x 24 13/16 in.)

£2,500 - 4,000 €2,900 - 4,600 US\$3,300 - 5,200

16

17

JAMES NASMYTH (1808-1890)

The Alchemist bears title, signature and date 'An Alchemist/James Nasymth/1861' to label (verso) oil on panel $23 \times 29 \text{ cm}$. (9 1/16 x 11 7/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900





19

18

ARTHUR MELVILLE ARSA RSW ARS (1855-1904) The Innkeeper

bears inscription by artist's nephew George, his Trustee, 'The Innkeeper/By Arthur Melville/RWS ARSA/Trust Collection/GM' to canvas (verso) oil on canvas 58.5 x 47.5 cm. (23 1/16 x 18 11/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance

Sale; Christie's, Glasgow, 10 December 1987, lot 64. Sale; Christie's, London, 8 March 2001, lot 121.

Painted at Grez-sur-Loing in 1880. The subject was the proprietor of the famous artists' residence, Hotel Chevillon.

19

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

Three Score and Ten signed 'Gemmell Hutchison' (lower right) oil on canvas laid on board 58 x 48.5 cm. (22 13/16 x 19 1/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000







21

20 AR ELIZABETH MARY WATT (1886-1954)

Fairies in flight signed 'Elizabeth Mary Watt' (upper left) watercolour and ink, 34.5 x 25 cm. (13 9/16 x 9 13/16 in.)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

21 AR ELIZABETH MARY WATT (1886-1954)

Fairies and Butterflies signed and dated 'Elizabeth Mary Watt/1916' (lower right) watercolour and ink *37 x 18 cm. (14 9/16 x 7 1/16 in.)* Together with another similar (2)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600





23

22 AR FRANK WATSON WOOD (1862-1953)

The River Tweed from the Ramparts signed and dated 'Frank W Wood 1943' (lower right) watercolour 34.5 x 51 cm. (13 9/16 x 20 1/16 in.)

£700 - 900 €810 - 1,000 US\$910 - 1,200 23 AR

FRANK WATSON WOOD (1862-1953)

The Bridges, Berwick-upon-Tweed signed and dated 'Frank Wood 1926' (lower right) watercolour 24.5 x 47 cm. (9 5/8 x 18 1/2 in.)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600



24 AR **ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-1965)** Edinburgh by Night signed 'Anne Redpath' (lower right)

oil on canvas 51 x 61.5 cm. (20 1/16 x 24 3/16 in.)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Painted in the later 1920s



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

St Mark's Basilica, Venice signed and dated 'Anne Redpath/1926' (lower right) watercolour and pencil 37 x 54 cm. (14 9/16 x 21 1/4 in.)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

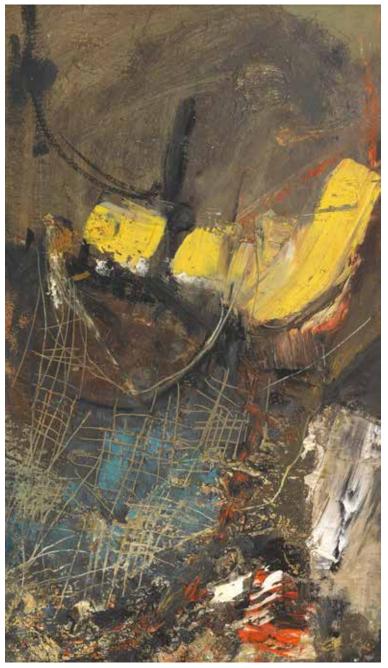


26 AR **JOAN EARDLEY RSA (1921-1963)** Children with Pram pastel 17 x 16 cm. (6 11/16 x 6 5/16 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Exhibited

Edinburgh, Aitken Dott & Son, Festival Exhibition, 1964



27 AR **JOAN EARDLEY RSA (1921-1963)** Nets oil on board *31 x 18 cm. (12 3/16 x 7 1/16 in.)* Studio Inventory no. EE116

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Exhibited Edinburgh, Aitken Dott & Son, Festival Exhibition, 1964

FRANCIS CAMPBELL BOILEAU CADELL RSA RSW (1883-1937)

Spring, Iona signed 'F.C.B. Cadell' (lower left), further signed and inscribed 'SPRING IONA./by/F.C.B. Cadell' (verso) oil on panel $37 \times 44.7 \text{ cm.} (14 \text{ } 1/2 \times 17 \text{ } 1/2 \text{ in.})$

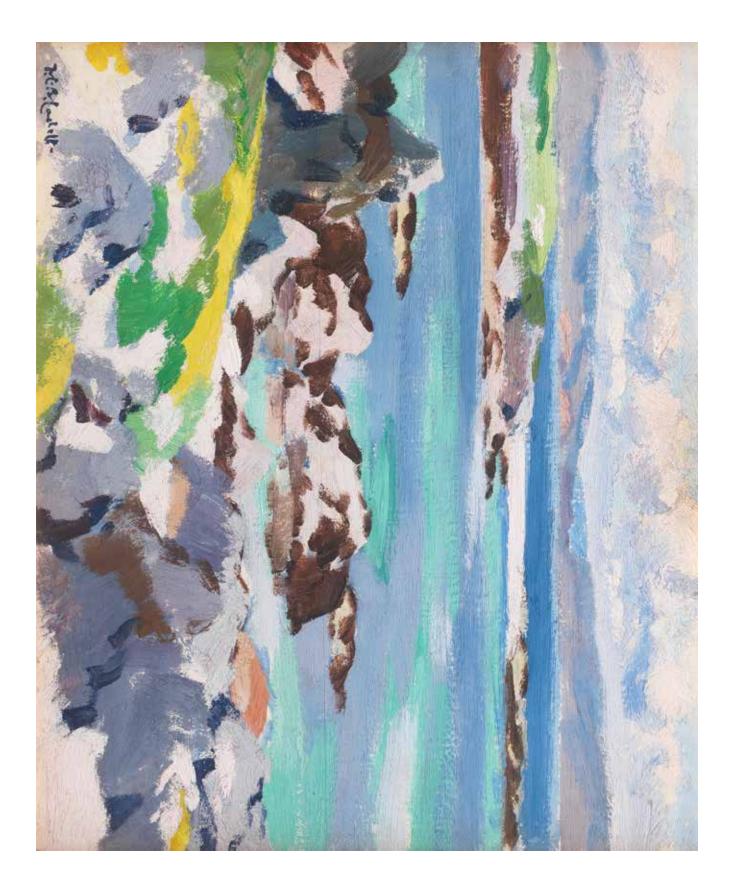
£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance

28

With Alex, Reid and Lefevre, London With The Fine Art Society, London & Edinburgh, April 1976

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.





29 AR **ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV** (1917-1998) After the Bathe signed 'Morrocco' (lower right); further signed and titled to artists's label (verso) oil on board *43 x 59 cm. (16 15/16 x 19 5/16 in.)*

£7,000 - 9,000 €8,100 - 10,000 US\$9,100 - 12,000

Exhibited

Edinburgh, Aitken Dott & Son, June 1973, no.38



30 AR

WILLIAM CROSBIE RSA RGI (1915-1999)

Reclining nude signed and dated 'Crosbie LXXXV' (upper left) oil on board 20 x 28.5 cm. (7 7/8 x 11 1/4 in.)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

31 AR

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

Woman Resting signed, titled and dated 1983 to artist's label (verso) oil on board 28 x 14.5 cm. (11 x 5 1/2 in.)

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

32 AR No lot







3

34

33 AR **JOAN EARDLEY RSA (1921-1963)** Johnny pencil and pastel *51 x 26 cm. (20 1/16 x 10 1/4 in.)* Studio Inventory no. ED915

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Exhibited Edinburgh, *Christmas Exhibition* 1967, Aitken Dott & Son, no.51

₃₄ AR

JOAN EARDLEY RSA (1921-1963)

Italian Cobbler artist's receipt attached verso conte 51 x 34 in. (20 1/16 x 13 3/8 in.) Drawn circa 1948

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

Provenance

E Marshall Esq, Cleveden Drive, Glasgow. Purchased from the artist in Oct 1962





35A

35 AR JOHN BYRNE RSA (BORN 1940) Guitar Player signed 'Byrne' (lower right)

pencil 40 x 33 cm. (15 3/4 x 13 in.)

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

The Byrne family spent time in California during 1971, and this drawing relates to celebrated oils such as *Kingarocknroll*. Byrne was friendly with musicians such as Gerry Rafferty, Billy Connolly and Donovan, and designed record sleeves for them.

Exhibited

Edinburgh, Aitken Dott & Son, Nov 12-24 1973, no.1

_{35A} AR John Byrne RSA (Born 1940)

Boy with Blackbird signed 'Patrick' (lower right) watercolour and gouache 41 x 47 cm. (16 1/8 x 18 1/2 in.)

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance With Portal Gallery, London, 1975



36 *

LOUIS BOSWORTH HURT (1856-1929) Highland cattle in the mist

Highland cattle in the mist signed 'LB Hurt' (lower left) oil on canvas laid on board $92 \times 153 \text{ cm.}$ (36 1/4 x 60 1/4 in.) unframed

£5,000 - 8,000 €5,800 - 9,300 US\$6,500 - 10,000



37

ALFRED DE BRÉANSKI, RBA (1852-1928)

Sunset near Callander signed 'Alfred de Breanski' (lower left) oil on canvas 81 x 122 cm. (31 7/8 x 48 1/16 in.)

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

Provenance With Burlington Paintings, London

38

ALFRED DE BRÉANSKI, RBA (1852-1928)

The Banks O'Doune signed 'Alfred de Breanski' (lower left); further signed and titled to canvas (verso) oil on canvas $76 \times 51 \text{ cm.}$ (29 15/16 x 20 1/16 in.)

£2,000 - 4,000 €2,300 - 4,600 US\$2,600 - 5,200

Provenance

With Burlington Paintings, London





39 ALEXANDER NASMYTH (EDINBURGH 1758-1840) The Old Tolbooth, Edinburgh

oil on panel 44 x 61 cm. (17 1/16 x 24 in.)

£30,000 - 50,000 €35,000 - 58,000 US\$39,000 - 65,000

Provenance Sir David Baird Thence by family descent

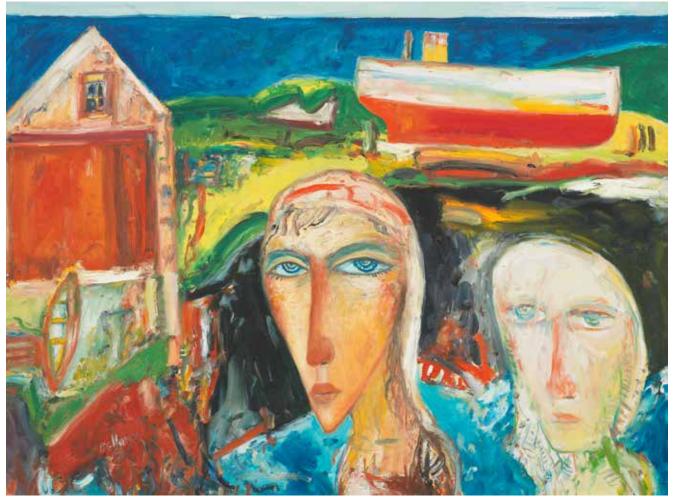
Exhibited

Edinburgh, *The Saltire Society*, 'The Works of the Nasmyth Family', June 1958, no.14

The Old Tolbooth was a favoured subject for Nasmyth, and several versions are in existence. The artist and Sir Walter Scott met to watch the dismantling in 1817, and it featured in Scott's celebrated *The Heart of Midlothian*.

The Old Tolbooth was established by Royal Charter in the 14th Century, by St Giles Cathedral, and in its time hosted the Burgh Council, the early Parliament of Scotland and the Court of Session. It then became the town jail, and from 1785 executions were carried out on the roof. Body parts of notable figures were displayed from the walls.





40 AR **JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013)** The Boathouse (1998) signed 'Bellany' (lower left) oil on canvas *91 x 122 cm. (35 13/16 x 48 1/16 in.)*

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance

With The Open Eye Gallery, Edinburgh

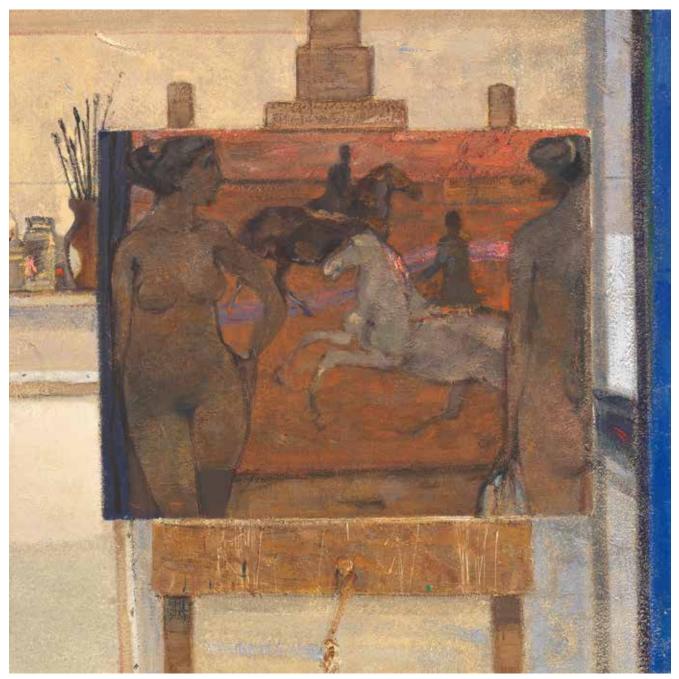


41 AR **JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013)** By the Barns Ness Lighthouse (2001) signed 'Bellany' (lower right) oil on canvas *121 x 91 cm. (47 5/8 x 35 13/16 in.)*

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

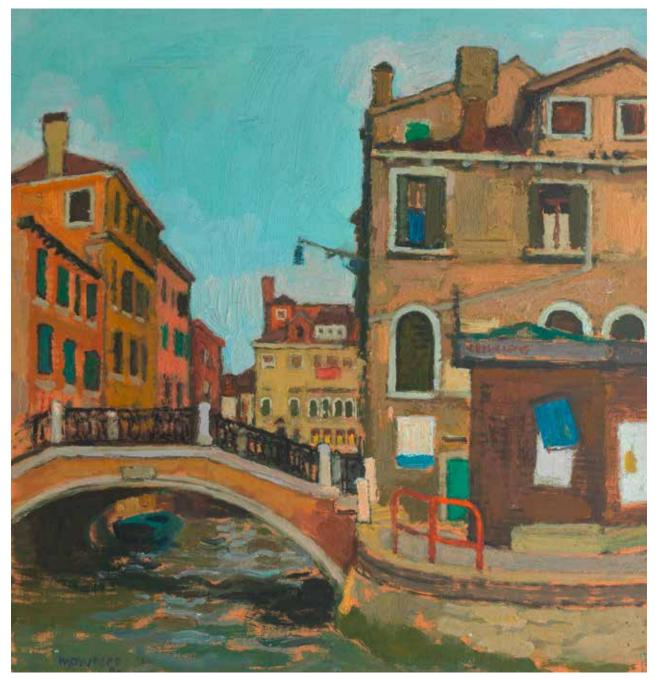
Provenance

With The Open Eye Gallery, Edinburgh



42 AR **SIR ROBIN PHILIPSON RA PRSA FRSA RSW RGI DLITT LLD (1916-1992)** Horsemen Approaching signed and titled to artist's label verso oil on canvas 92 x 92 cm. (36 1/4 x 36 1/4 in.)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000





43 AR **ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV** (1917-1998) Ponte de San Pantalon, Venice signed and dated 'Morrocco/80' (lower left) oil on baard

oil on board 51 x 48.5 cm. (20 1/16 x 19 1/8 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

Provenance With The Scottish Gallery, Edinburgh

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44 EDWARD ATKINSON HORNEL (1864-1933) Picking bluebells signed and dated 'EA Hornel/1900' (lower right) oil on canvas

75 x 62.5 cm. (29 1/2 x 24 5/8 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000



45 * **JOHN MCGHIE (1867-1952)** The Fisher Girl signed 'J McGhie' (lower left) oil on canvas 64 x 76 cm. (25 3/16 x 29 15/16 in.)

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100



45A (detail)

45A

JOHN MACWHIRTER, RA HRSA RI RE (1839-1911)

The Exile's Garden, signed with initials 'McW' (lower right) oil on canvas 85 x 131 cm. (33 7/16 x 51 9/16 in.)

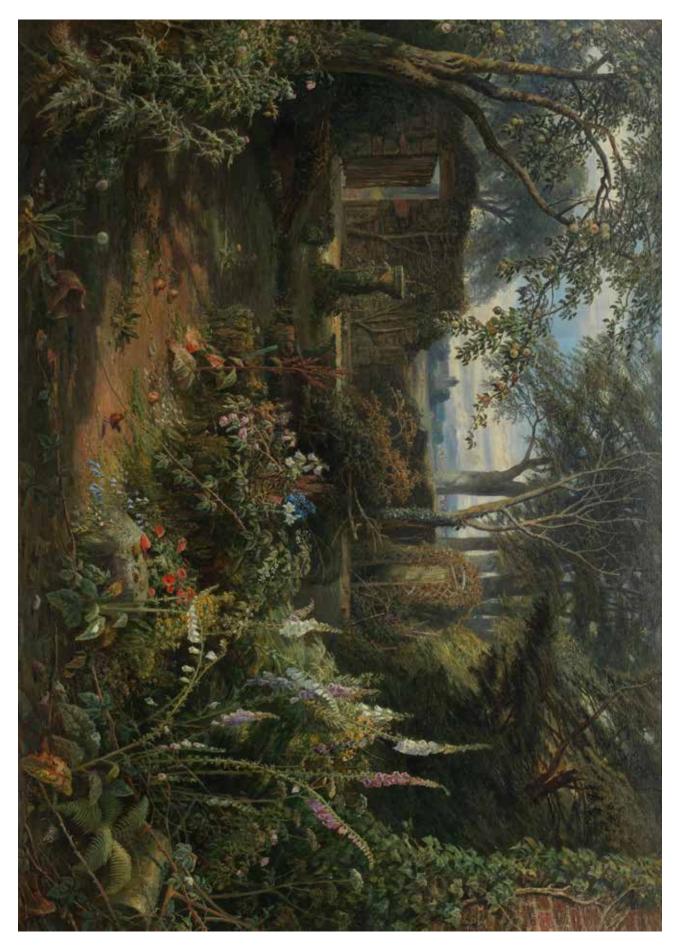
£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

Exhibited

Edinburgh, Royal Scottish Academy, 1865, no.347 Glasgow, Scottish National Exhibition, 1911

The title references Prince Charles Edward Stuart fleeing Scotland after the Battle of Culloden. MacWhirter provides further clues by painting 'AD 1745' on the lintel above the garden gate that has been left ajar during a hasty departure, while the overgrown path and unpicked apples confirm that the owner never returned.

Other symbols of the Jacobite cause, and Bonnie Prince Charlie's exile, include the thistles and white roses to the foreground left, and the empty nest to the right.







46 AR

STANLEY CURSITER CBE RSA RSW (1887-1976)

Birsay signed and dated 'Stanley Cursiter 1951' (lower left) oil on canvasboard 40 x 45.5 cm. (15 3/4 x 17 15/16 in.)

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

47 AR

JAMES F T MORRISON RSA RSW LLD (BORN 1932) Kirkton of Craig

signed and dated 'Morrison 19.VII.1988' (mid right) oil on board 72 x 100 cm. (28 3/8 x 39 3/8 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance With The Scottish Gallery, Edinburgh





49

48 AR

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

Ellen and Gordon (Cameron) at Murcar Beach signed and dated 'Morrocco '48' (lower right) oil on panel 42 x 50.5 cm. (16 9/16 x 19 7/8 in.)

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

Provenance

Sale; Bonhams, Edinburgh, 17 October 2002, lot 3, where acquired by the present owner

The present work was painted in Aberdeenshire, when Morrocco was teaching at Gray's School of Art.

49 AR ALEXANDER GOUDIE (1933-2004) Still Life with fruit

signed 'Goudie' (lower left) oil on canvas 46 x 67 cm. (18 1/8 x 26 3/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000



50 AR ALBERTO MORROCCO OBE RSA RSW RP RGI LLD D UNIV (1917-1998) Woman with Watermelon

signed and dated 'Morrocco '93' (lower right); further signed and titled to artist's label (verso) oil on canvasboard 59 x 48 cm. (23 1/4 x 18 7/8 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000





52

51 AR LEON FRANCESCO MORROCCO RSA RGI (BORN 1942) The Studio

signed and dated 'Leon Morrocco '98' (upper left) oil on board 29 x 84 cm. (11 7/16 x 33 1/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900 52 AR **LEON FRANCESCO MORROCCO RSA RGI (BORN 1942)** Still Life on a Beach Patio signed and dated 'Leon Morrocco '98' (lower left); titled to artist's label (verso) oil on canvas *71 x 76 cm. (27 15/16 x 29 15/16in).*

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500 53 AR JOAN EARDLEY RSA (1921-1963)

Mrs Red Wallpaper signed 'JOAN EARDLEY' (lower left) oil on canvas 91.5 x 86 cm. (36 x 33 3/4 in.)

£40,000 - 60,000 €46,000 - 70,000 US\$52,000 - 78,000

Provenance

Sale; Christie's, Scotland, 22 November 1989, lot 639 The Scottish Gallery, Edinburgh, where purchased by the present owner

Exhibited

Edinburgh, Society of Scottish Artists, 1948

Literature

C. Oliver, Joan Eardley, 1988, p.21

Eardley met 'Mrs Red Wallpaper' on a trip to Lincoln in 1948, and her striking habitat clearly made a strong impression on the artist. She used a drawing made on the visit to work up this large-scale oil in her studio in Glasgow. Elderly sitters had always struck a chord with the artist, and favoured models such as Nannie, or Wee Jeannie in Corrie, Arran afforded scope for considered studies. The slightly claustrophobic feeling of the typically cluttered interior is heightened by the flattened picture space and arresting colour, displaying Eardley's lingering admiration for the work of the Post Impressionists.





53A



54

53A AR DAME ELIZABETH BLACKADDER OBE RA RSA RSW RGI DLITT (BORN 1931)

Abyssinian Cat signed and dated 'Elizabeth Blackadder 1973' (lower left) pastel and pencil 32.5 x 47 cm. (12 13/16 x 18 1/2 in.)

£2,000 - 3,000 €2,300 - 3,500

US\$2,600 - 3,900

Provenance

Sale; Bonhams, Edinburgh, 17 October 2002, lot 6, where acquired by the present owner

Exhibited

Edinburgh, Royal Scottish Academy, 148th Annual Exhibition catalogue, 1974, no.368

54 AR

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

Sleeping Kitten signed and dated 'Elizabeth V Blackadder/1988' (lower left) watercolour and pencil 20 x 27 cm. (7 7/8 x 10 5/8 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,300



Edith Machettan as Maar AN REAL

56

55 AR **JOAN EARDLEY RSA (1921-1963)** Two girls pastel and charcoal on grey paper 15 x 11.5 cm. (5 7/8 x 4 1/2 in.)

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

Provenance Colonel Robert Henriques Thence by descent 56 AR JOHN BYRNE RSA (BORN 1940) Edith MacArthur as Mhari in *Uncle Varick*

signed 'John Byrne' (lower left); further inscribed and dated 'Royal Lyceum/Apr/May/2004' (left mid) watercolour and conte $35 \times 15.5 \text{ cm} (13 \text{ } 3/4 \times 6 \text{ } 1/8 \text{ in}).$

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

57 JOHN DUNCAN RSA RSW (1866-1945) The Garden

signed and dated 'John Duncan 1926' (lower right) tempera 120.5 x 120.5 cm. (47 7/16 x 47 7/16 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

Provenance

Commissioned by the Stewart family of Keavil House, Dunfermline.

This remarkable 'decorative garden' fantasy draws on familiar themes, and may have been Duncan's interpretation of the 'Secret Garden' at Keavil in Fife. Duncan's own family had recently emigrated to South Africa, and the commission would have been a bittersweet experience for its creator. His oeuvre encompassed mural painting and stained glass design, and the later 20s saw him moving away from Celtic subjects towards portraiture and religious themes.







59

₅₈ AR

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

Still Life in White and Grey signed and dated 'Elizabeth V Blackadder/1972' (lower left); further signed and titled (verso) watercolour 69 x 103 cm. (27 3/16 x 40 9/16 in.)

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

Provenance With The Mercury Gallery, London

59 AR

DAME ELIZABETH BLACKADDER, OBE, RA (BORN 1931)

Two Vases of Tulips signed and dated 'Elizabeth Blackadder 1977' (lower right) pencil and watercolour 25.5 x 35.6 cm. (10 x 14 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance

With The Mercury Gallery, London, 20 June 1977, where purchased by E.T. Foster Thence by family descent





60 AR BARBARA RAE RA RSA RSW (BORN 1943) View from a window signed and dated 'Rae 79' (lower right) mixed media 32.5 x 26 cm. (12 13/16 x 10 1/4 in.0

£300 - 500 €350 - 580 US\$390 - 650 61

61 AR ALAN DAVIE C.B.E., H.R.S.W., R.A. (1920-2014) Cross for St Ives Signed, dated and titled 'Alan Davie 04' (verso) oil on board 39 x 33 cm. (15 3/8 x 13 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance With The Open Eye Gallery, Edinburgh



62 AR

ANNE REDPATH OBE RSA ARA LLD ARWS ROI RBA (1895-

1965) Cave Dwellings, Canary Islands signed 'Anne Redpath' (lower right) oil on board 70.5 x 91.5 cm. (27 3/4 x 36 in.)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Provenance With Alex. Reid & Lefevre Ltd, London



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

Still life with ribbons signed and dated 'EV BLACKADDER '74' (lower right) oil on canvasboard $35 \times 37 \text{ cm.}$ (13 3/4 x 14 9/16 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Exhibited Edinburgh, Aitken Dott, Festival Exhibition, 1974, no. 30

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.

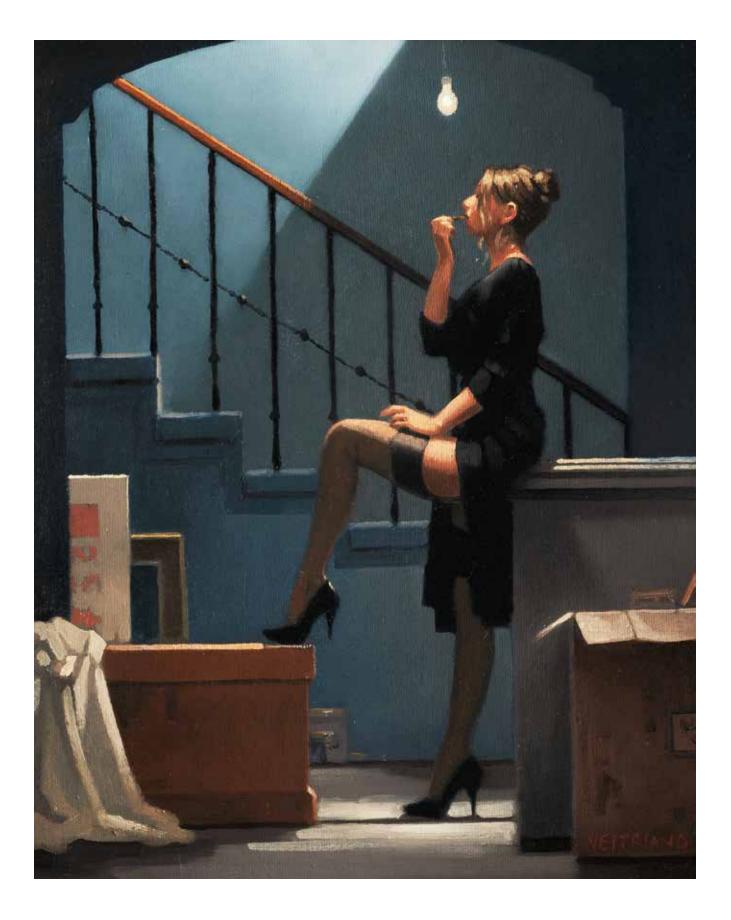
64 AR **JACK VETTRIANO OBE HON LLD (BORN 1951)** Dancer for Money signed 'VETTRIANO' (lower right)

oil on canvasboard 38 x 30.5 cm. (15 x 12 in.)

£20,000 - 30,000 €23,000 - 35,000 US\$26,000 - 39,000

Provenance

Sale; Sotheby's, London, 16 February 2017, lot 66 Private Collection, U.K





65 PETER GRAHAM RA HRSA (1836-1921) Where Only Seabirds Roam

signed and dated 'Peter Graham/1901' (lower right) oil on canvas 136 x 182 cm. (53 9/16 x 71 5/8 in.)

£7,000 - 10,000 €8,100 - 12,000 US\$9,100 - 13,000

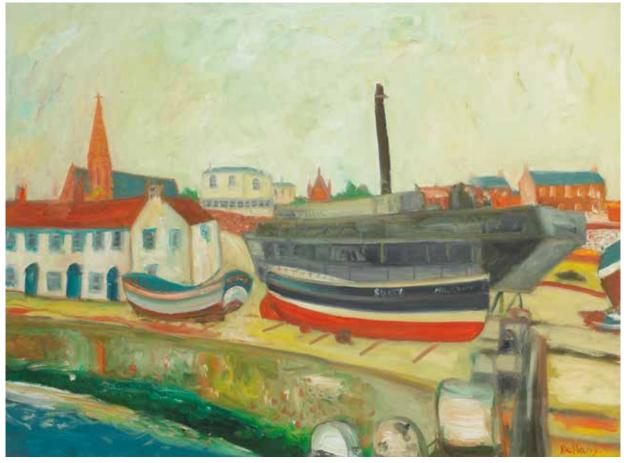


66 DAVID FARQUHARSON ARA ARSA RSW ROI (1840-1907)

The Bass Rock signed and dated 'D Farquharson/84' (lower right) oil on canvas 61 x 97 cm. (24 x 38 1/16 in.)

£8,000 - 12,000 €9,300 - 14,000 US\$10,000 - 16,000

Exhibited Probably Royal Scottish Academy, 1884, no.111 as *The Shore of Canty Bay*





67 AR **JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013)** The Harbour signed 'Bellany' (lower right) oil on canvas 91 x 121 cm. (35 13/16 x 47 5/8 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

68 AR JOHN BELLANY C.B.E., R.A., H.R.S.A., L.L.D.(LON) (1942-2013) Fisherwoman signed 'Bellany' (lower right) oil on canvas 75 x 61 cm. (29 1/2 x 24 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

60 | BONHAMS





70

69 AR JOHN HOUSTON OBE RSA RSW RGI SSA (1930-2008) Tulips, red and yellow signed 'Houston' (lower left)

oil on canvas 36 x 25.5 cm. (14 3/16 x 10 1/16 in.)

£500 - 800 €580 - 930 US\$650 - 1,000

70 AR VICTORIA CROWE OBE RSA RSW (BORN 1945)

Cow Still llfe II signed and dated 'V Crowe.'73' (lower right) oil on board 18 x 20.25 cm. (7 1/16 x 8 in.)

£700 - 900 €810 - 1,000 US\$910 - 1,200

Exhibited

Edinburgh, Aitken Dott, July 1973, no.19





71 CIRCLE OF WILLIAM AIKMAN (FORFAR 1682-1731 LONDON)

Portrait of Sir George MacKenzie of Rosehaugh inscribed verso oil on canvas, feigned oval *31 x 26 cm. (12 3/16 x 10 1/4 in.)* unframed

£700 - 1,000 €810 - 1,200 US\$910 - 1,300

Provenance

Inscribed on sheet affixed verso "Edinburgh the 30th of January 1746/7. Given out of respect and friendship by Mungo Haldane of Gleneagles to Lady Mary Menzies, this picture of her Great Grand Father"

72

SIR WILLIAM QUILLER ORCHARDSON, RA, HRSA (1832-1910)

Study for the head of Talleyrand for 'The Salon de Mme Recamier' oil on canvas 38 x 32.5 cm. (14 15/16 x 12 13/16 in.)

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance

Sale; Gillows, 'Orchardson Sale', 24-27 May 1910, lot 738 With The Fine Art Society, February 1987





73 AR WILLIAM CROSBIE RSA RGI (1915-1999) Madonna signed 'KeooBixch' (lower right)

oil on canvas laid on board 58.5 x 42.5 cm. (23 1/16 x 16 3/4 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance With Ewan Mundy Fine Art, Glasgow.

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

The Young Gatekeeper signed 'R Gemmell Hutchison' (lower left) oil on canvas 36 x 26 cm. (14 3/16 x 10 1/4 in.)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Provenance Sale; Christie's, London, 31 October 2002, lot 111.

Exhibited

Edinburgh, Royal Scottish Academy, 1888, no. 307.



75 AR **ROBERT MACAULAY STEVENSON RSW (1854-1952)** Silver Birches at Sunset oil on canvas

82.5 x 36.5 cm. (32 1/2 x 14 3/8 in.) Hamburg exhibition label fragment (verso)

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,300



76



77

76 ALEXANDER MANN (1853-1908)

Sheep in a fold at sunset oil on panel 25.5 x 35.5 cm. (10 1/16 x 14 in.) study verso

£500 - 700 €580 - 810 US\$650 - 910

Provenance

The artist's family, and by descent With The Fine Art Society, September 1992

77

ALEXANDER MANN (1853-1908)

Sunset, A House on the Downs oil on canvasboard 24.5 x 33.5 cm. (9 5/8 x 13 3/16 in.)

£500 - 700 €580 - 810 US\$650 - 910

Provenance

The artist's family, and by descent With The Fine Art Society, November 1992



78

ALEXANDER MANN (1853-1908)

Sheep in a Pen oil on canvas 24.5 x 52cm 9 5/8 x 20 1/2 in.)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

Provenance

The artist's family, and by descent The Fine Art Society

79

ALEXANDER MANN (1853-1908)

Beach, Tangiers oil on panel 23 x 34 cm. (9 1/16 x 13 3/8 in.) landscape sketch verso

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance

The artist's family, and by descent The Fine Art Society

80

ALEXANDER MANN (1853-1908)

Sands, Tangiers Signed 'AM' (lower right) oil on panel *14 x 23.5 cm. (5 1/2 x 9 1/4 in.)* Together with another similar, an Arab rider (2)

£500 - 700 €580 - 810 US\$650 - 910

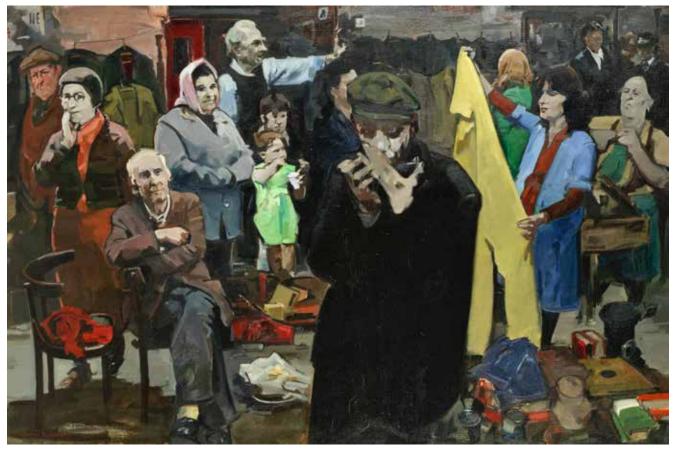
Provenance The artist's family, and by descent The Fine Art Society



79



80



81 AR NORMAN KIRKHAM (BORN 1936) 'Paddy's Market' signed 'NORMAN KIRKHAM' (lower left), inscribed with title and further inscribed 'SCOTTISH ARTS CLUB' (on canvas verso) oil on canvas 102.5 x 153 cm. (40 3/8 x 60 1/4 in.)

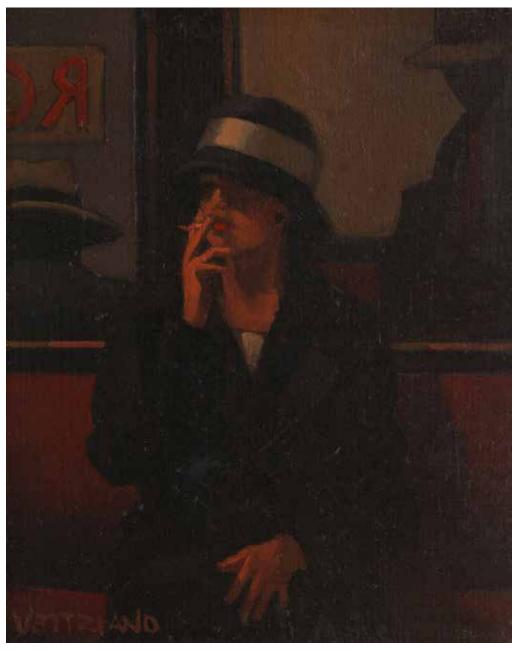
£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900



₈₂ Ar Norman Kirkham (Born 1936)

'Junk and Disorderly (The Barrows Glasgow)' signed 'NORMAN KIRKHAM' (lower left), inscribed with title (on canvas verso) oil on canvas 109 x 190 cm. (42 15/16 x 74 13/16 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900



83 AR **JACK VETTRIANO OBE HON LLD (BORN 1951)** Bert's Favourite Girl signed 'Vettriano' (lower left) oil on canvasboard *29 x 24 cm. (11 7/16 x 9 7/16 in.)*

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 20,000





84 AR VICTORIA CROWE OBE RSA RSW (BORN 1945)

Movement Across the Valley signed 'Victoria Crowe' (lower right) oil on canvas 68 x 78 cm. (26 3/4 x 30 11/16 in.)

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,300

85 AR ERNEST BURNETT HOOD (1932-1988)

Bamburgh signed 'Hood' (lower left) oil on canvas 76.5 x 102 cm. (30 1/8 x 40 3/16 in.)

£500 - 700 €580 - 810 US\$650 - 910



86 AR FRANK WATSON WOOD (1862-1953)

Surrender of the German Fleet, Scapa, Dec 1918 signed, inscribed and dated 'Frank Wood 1919' (lower right) watercolour 25 x 74 cm. (9 13/16 x 29 1/8 in.)

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800



87 TOM SCOTT RSA (1859-1927)

Selkirk from Linglie signed and dated 'T.Scott/1877' (lower left) watercolour 30.5 x 66.5 cm. (12 x 26 3/16 in.)

£700 - 1,000 €810 - 1,200 US\$910 - 1,300

88

SIR DAVID YOUNG CAMERON RA RSA RWS RSW RE (1865-1945)

Loch Leven and Paps of Glencoe signed and inscribed in pencil 'D.Y.Cameron/Loch Leven Paps of Glencoe' (lower right) watercolour $34 \times 51 \text{ cm.}$ (13 3/8 x 20 1/16 in.) together with another smaller of Lorne (2)

£700 - 1,000 €810 - 1,200 US\$910 - 1,300

Provenance

With T & R Annan & Sons, Glasgow

89

WILLIAM HENRY NUTTER (1821-1872)

Neidpath Castle signed 'W.H.Nutter' (lower right) watercolour 24 x 35 cm. (9 7/16 x 13 3/4 in.)

£400 - 600 €460 - 700 US\$520 - 780

90

MARGARET BRODIE (19TH CENTURY)

The Earl's Palace and the Bishop's Palace, Kirkwall watercolour 50.5 x 71.5 cm. (19 7/8 x 28 1/8 in.)

£500 - 700 €580 - 810 US\$650 - 910



88



89







92

91 AR MARY ARMOUR RSA RSW (1902-2000) Still life with Red flask signed and dated 'MARY ARMOUR '93' (lower right), titled on artist's label verso oil on convon

oil on canvas 49 x 54 cm. (19 5/16 x 21 1/4 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

92 AR MARY ARMOUR RSA RSW (1902-2000)

Still life with pomegranate signed and dated 'MARY ARMOUR 74' (lower left), titled on artist's label verso oil on canvas 44 x 54 cm. (17 5/16 x 21 1/4 in.)

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900



93 AR WILLIAM CROSBIE RSA RGI (1915-1999) 'Gracie'

signed 'Crosbie' and inscribed with title (lower left) gouache, watercolour, pencil and crayon 39.5 x 32 cm. (15 9/16 x 12 5/8 in.)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

Provenance

Anon. sale, Sotheby's, London, 27 August 2003, lot 1152. Private collection, UK. 94 - 100 No lots

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Jewellery

Lots 101 - 134

Lots 101 - 110 belonged to Francis Clark (d. 1895), personal Highland servant to Queen Victoria, who took up the role upon the death of his cousin, the renowned John Brown, in 1883. Sharing not only professions but also likenesses, Francis Clark has often been mistaken for his cousin in photographs of him working on Balmoral Estate.



102



102 (detail)





101

101

OF ROYAL INTEREST: A GROUP OF FIVE MEDALS TO MR F.CLARK WHO SERVED AS A MEMBER OF QUEEN VICTORIA'S ROYAL HOUSEHOLD

Royal Household Faithful Service Medal, V.R., engraved on the reverse (To Mr Francis Clark Highland Attendant for Faithful services to the Queen during 21 years 1891); Golden Jubilee 1887, silver issue; Germany, Prussia, Order of the Crown, gilt medal; Germany, Saxe-Coburg-Gotha 1834-90, silver service medal; Germany, Hesse-Darmstadt, Alice Herzogin memoriam medal in bronze, miniature issue, but with separate full size example. With a separate group of three unrelated medals comprising, Jubilee 1897, bronze issue; Coronation 1902, bronze issue (gilded); Coronation 1911, mounted as worn. With four minor medallions. (13)

£700 - 1,000 €810 - 1,200 US\$910 - 1,300

102

OF ROYAL INTEREST, A VICTORIAN SILVER SALVER, BY THOMAS SMILY, LONDON 1861

Of shaped circular form, centred by an engraved inscription within a thistle cartouche, engraved 'From the Queen to Francis Clark Xmas 1893', 32cm diameter.

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

103

OF ROYAL INTEREST: A SMALL 19TH CENTURY SILVER PLAID BROOCH BY P.G.WILSON OF INVERNESS, MARKED P.G.W AND INS, 2ND HALF 19TH CENTURY

With a border of foliate engraving, and engraved F.Clarke, Balmoral to the reverse, and four white metal military buttons (5)

£200 - 300 €230 - 350 US\$260 - 390

Peter George Wilson was born on the 2nd April 1843 at New Keith, Banff-shire. He served an apprenticeship to his father, also Peter Wilson, in c.1856. In business on his own account at 100, Church Street, Inverness c.1865 and moved later that same year to 8, Union Street.

As a maker of Highland jewellery he was in the right place at the right time. In 1866 Baron Rothschild and his party were passing through Inverness and purchased several pieces from Wilson. These pieces were noted by the Prince and Princess of Wales and in 1867 Wilson was summoned to Balmoral and was favoured with large orders from the Queen and many of the Royal Family. It was an association that was to last several years and in 1868 he was granted the Royal Warrant.



OF ROYAL INTEREST: A PAIR OF MEMORIAL DRESS STUDS OF COLLIE DOGS

Each set with an image of a collie dog within a glazed compartment, within a rose-work twist design border, one engraved to the reverse 'Noble 1874' the other 'Sharp 1874', dimensions approximately 20.0 x 16.0mm

£800 - 1,000 €930 - 1,200 US\$1,000 - 1,300

Queen Victoria was very attached to her dogs. In particular her dog Dash. A portrait of Dash is included in Landseer's painting 'Her Majesty's Favourite Pets' (1838).

Noble was Queen Victoria's favourite collie, Sharp was also a collie dog belonging to the Queen.

105

OF ROYAL INTEREST: A PAIR OF CUFFLINKS AND DRESS STUDS

Comprising: a pair of cufflinks of oval shape, engraved to the reverse *F. CLARK from VICTORIA R. XMAS 1875*; three smaller dress studs and a larger dress stud, each engraved with the same dedication (5)

£400 - 600 €460 - 700 US\$520 - 780



106

OF ROYAL INTEREST: A SELECTION OF STICK PINS

Comprising: One set with polished granite, the reverse engraved 'CRAIGDAIGNE BALLOCH BUIE 7TH SEPT.1878 FROM VRI'; one set with red hardstone, the reverse engraved 'GLENCOE'; one set with the initials 'VRI' on red enamel; one designed as a head of a dog the eye set with a ruby; one designed as a crown set with seed-pearls and a faceted ruby; one designed as a horse shoe set with seed-pearls; seed-pearls untested (6)

£400 - 600 €460 - 700 US\$520 - 780

107

OF ROYAL INTEREST: A PAIR OF BUTTON COVERS

Each engraved to the front with the Royal insignia, each stamped '18', gross weight approximately 8.0 grams

£400 - 600 €460 - 700 US\$520 - 780

108 OF ROYAL INTEREST: A MEMORIAL STICKPIN FOR JOHN BROWN PRESENTED BY QUEEN VICTORIA, CIRCA 1883

The glazed compartment encasing an image of John Brown, the border applied with text in black enamel reading 'JOHN 27. MARCH.1883', the reverse glazed compartment encasing a lock of hair, the reverse engraved 'From V.R.I.', dimensions approximately 20.0 x 13.0mm

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Commissioned by Her late Majesty Queen Victoria (1819-1901) to commemorate the death of her servant and close companion John Brown (1826-1883).

 10^{10}





113

111

OF ROYAL INTEREST: TWO PRESENTATION SCARF PINS

Comprising a pearl set pin with oval photograph of John Brown, inscribed to reverse 'J.B. 27th March 1883 From V.R.I.'; and a diamond-set dished circular pin, *largest 7.3cm long (2 3/4in long) (2)*

£800 - 1,000 €930 - 1,200 US\$1,000 - 1,300

112

OF ROYAL INTEREST: A SILVER KEY WIND HUNTER POCKET WATCH THE MOVEMENT STAMPTED 'KLAFTENBERGER GIENEVE'

White enamel dial with Roman numeral, Engraved to the case interior 'To Francis Clark From Victoria R Christmas 1872', cylinder movement with leaver escapement, engraved to the rear case 'Kladtenberger 157 Regent Street, No 9019' *4.5cm diameter*

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

113

A 18CT GOLD OPEN FACED KEYLESS POCKET WATCH MACKAY & CHISHOLM, EDINBURGH

White enamel dial with Roman numerals and subsidiary seconds dial, the movement engraved '149426 makers to the admiralty, Mackay & Chisholm, Edinburgh' the outer case engrave with monogram, the inner dust cover engraved 'From Mother to John on his 21st Birthday 1st Aug, 1909', British hallmark Birmingham 1907, *50mm diameter*

£500 - 700 €580 - 810 US\$650 - 910



109

OF ROYAL INTEREST: A STICK PIN, CIRCA 1884

Applied with black enamel and embellished with the Royal insignia, the reverse engraved 'March 28th 1884, from Victoria R.I.', dimensions approximately 13.0 x 11.0mm

£200 - 300 €230 - 350 US\$260 - 390

110

OF ROYAL INTEREST: A MEMORIAL STICK PIN COMMEMORATING FRANCIS CLARK, CIRCA 1895

The glazed compartment encasing an image of Francis Clark, within a border set with a serpent motif in blackened metal, the reverse engraved '*From V.R.I. 1895 F.C., dimensions approximately 20.0 x 13.0mm*

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Francis Clark was one of Queen Victoria's servants during her time in the Scottish Highlands.

OF ROYAL INTEREST: A PAIR OF HARDSTONE STUDS, CIRCA 1873 M. RETTIE & SONS, ABERDEEN

Each circular stud set with a polished red/brown hardstone within an engraved border, the reverse to each engraved 'GLENCOE 13th Sept.r 1873', *diameter approximately 22mm*

£400 - 600 €460 - 700 US\$520 - 780

This date and location may relate to an incident which occurred in Glencoe when Queen Victoria was approached by a Highlander asking her to drink from a quaich which belonged to Prince Charles Edward Stuart.

115

OF ROYAL INTEREST: A GOLD OVAL ROYAL PRESENTATION LOCKET

Engraved with crown and 'VRR' containing a miniature of the Queen and inscribed 'In Remembrance of January and February 1872. From Victoria R September 1875', *4.8cm high (1 2/3in high)*

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

The inscription on this locket could refer to the troubles of January-February 1872, when Republican sentiment was fueled by the Queen's absence from public life. Lady Churchill was with Queen Victoria in Regent's Park on 29 February 1872 when they were confronted by a 17 year old Irish nationalist, Arthur O'Connor, waving a pistol. John Brown, the Queen's loyal retainer, apprehended the would-be assassin. In the Queen's Journal for the 28 September 1875 she records "Bright & then showery. After luncheon, I gave presents to all the family. — Started off in a shower with Louise, Beatrice & Jane C. [Lady Jane Churchill] for Glen Shira."

116 A COLLECTION OF BROOCHES

Comprising: a circular brooch with a faceted paste stone within a silver and hardstone border; other various hardstone brooches and a silver plaid brooch (12)

£300 - 500 €350 - 580 US\$390 - 650

117

AN AMETHYST, CITRINE AND GARNET BROOCH OF LOCHBUIE BROOCH DESIGN, SCOTTISH CIRCA 1870

Claw-set to the centre with a circular-cut citrine measuring approximately 18.3 x 18.3 x 12.0mm, the mount ornately engraved, *diameter approximately 40mm, bale fitting to reverse, mounted in yellow metal*

£200 - 300 €230 - 350 US\$260 - 390

118

A SCOTTISH GOLD SEED-PEARL AND AMETHYST BROOCH, CIRCA 1915

The front of the brooch set with a thistle motif embellished with a faceted amethyst and seed-pearls, the reverse engraved with the following dedication ' To Commandant J. S. Kennedy from V.A.D. AYR 14 and Red Cross Committee 14th OCT. 1915', *length approximately 35mm, stamped '18CT', seed-pearls untested*

£300 - 500 €350 - 580 US\$390 - 650





117



118







A VICTORIAN SCOTTISH CITRINE AND AGATE BROOCH

Set centrally with a circular-cut citrine, within eight shaped panels of vari-coloured polished hardstones, *citrine measuring approximately* $19.1 \times 19.1 \times 11.0$ mm, diameter approximately 50mm, mounted in white metal, not stamped

£200 - 300 €230 - 350 US\$260 - 390

120

A VICTORIAN SCOTTISH HARDSTONE BRACELET

Set with six hexagonal shaped elongated links in various polished coloured hardstones, to a padlock set with a polished hardstone, *length approximately 20cm, mounted in silver*

£300 - 500 €350 - 580 US\$390 - 650



121



121

A VICTORIAN SCOTTISH HARDSTONE CROSS PENDANT

Designed as a Latin cross, set with various polished hardstones, including bloodstone and carnelian, the reverse ornately engraved with floral motifs, *dimensions approximately 65 x 40mm*

£200 - 300 €230 - 350 US\$260 - 390

122

A SILVER IONA BROOCH AND A SILVER PLAID BROOCH

The first depicting Iona Abbey framed within a Celtic border, *diameter* approximately 33mm, stamped 'IONA', maker's mark 'JH' and Edinburgh hallmarks; the other set with a circular-cut paste within a border of engraved thistles, *diameter* approximately 54mm, maker's mark 'J.R & S', Edinburgh hallmarks (2)

£150 - 200 €170 - 230 US\$200 - 260



A COLLECTION OF SEVEN VICTORIAN SCOTTISH HARDSTONE BROOCHES

Comprising: two in the form of dirks, *length approximately 105mm and 92mm*; two in the form of basket-hilt swords, *length approximately 70mm and 65mm*; two smaller gem-set dirks, *length approximately 72mm and 57mm* and a circular brooch of annular form with eight fan-shaped panels of vari-coloured polished hardstones, *diameter approximately 50mm; all mounted in white metal* (7)

£400 - 500 €460 - 580 US\$520 - 650

124

A COLLECTION OF SCOTTISH BROOCHES, INCLUDING ONE BY ALEXANDER RITCHIE

Comprising: a circular kilt pin by Alexander Ritchie (IONA), *damage to reverse*; a brooch of Luckenbooth design; and three pebble brooches of various designs set with coloured agates and paste stones, *the one of horseshoe design missing a hardstone plaque* (5)

£150 - 200 €170 - 230 US\$200 - 260

125

A SILVER PATTERN PERTH HALFPENNY BY WRIGHT, 1797

Obverse: St John's Church, Perth, Reverse: watermill *EF but with striking fault to the rim*

£200 - 300 €230 - 350 US\$260 - 390



12

126

FOURTEEN 18TH CENTURY/ EARLY 19TH CENTURY COPPER TRADE TOKENS

Mostly of Perth issue, several by Wright VF/EF (14)

£200 - 300 €230 - 350 US\$260 - 390



A COLLECTION OF THREE VICTORIAN SCOTTISH HARDSTONE BROOCHES

Comprising: one kilt pin set with various polished hardstones and foil backed quartz and a polished citrine top, *width approximately 45mm*; one circular brooch with a buckle design and similarly polished hardstones, *width approximately 45mm*; and a circular brooch with the Saltire cross set with green and red hardstones, *width approximately 33mm*; all mounted in silver (3)

£300 - 500 €350 - 580 US\$390 - 650

128 A 'CAIRNGORM' CITRINE BROOCH

Claw-set to the centre with an oval-cut citrine measuring approximately 33.0 x 22.0 x 15.5mm, to an ornate raised mount with pierced design, *width approximately 50mm*

£100 - 200 €120 - 230 US\$130 - 260

129 A SCOTTISH THISTLE BROOCH AND TWO GEM-SET BROOCHES

The first brooch of oval form, the centre engraved with a thistle spray motif set with amethyst and citrines for the thistle heads, within a border of vari-coloured hardstones, *width approximately 54mm*; a stylised plaid brooch set with faceted amethysts and citrines, *width approximately 50mm*; and a bar brooch claw-set with three oval-cut citrines, mounted in yellow metal, *width approximately 35mm* (3)

£300 - 500 €350 - 580 US\$390 - 650



130 AR

A SILVER 'PRIMROSE' BROOCH, MALCOLM APPLEBY

Designed as five primrose heads, width approximately 60mm, British hallmarks and maker's mark, 2007, pouch stamped 'Malcolm Appleby'

£200 - 400 €230 - 460 US\$260 - 520

131 AR

A 'MIXED LINK' SILVER CHAIN, MALCOLM APPLEBY

Designed as a series of oval links die struck with various abstract patterns, *length approximately 50cm, British hallmarks and maker's mark, 2008, box stamped 'Malcolm Appleby'*

£300 - 500 €350 - 580 US\$390 - 650 Designed as a chain comprised of floral and disk links cast and die struck with various abstract and detailed motifs, *length approximately* 54cmm, British hallmarks and maker's mark, 2012, box stamped 'Malcolm Appleby'

£400 - 600 €460 - 700 US\$520 - 780

133 AR

A 'WOOD ANEMONE' SILVER BANGLE, MALCOLM APPLEBY

Embellished with wood anemone motifs to the outside and intricate swirls to the inside of the bangle, *inner circumference approximately* 19cm, British hallmarks and maker's mark, 2001, box stamped 'Malcolm Appleby'

£300 - 500 €350 - 580 US\$390 - 650

134 AR

A 'PRIMROSE' BANGLE, MALCOLM APPLEBY

Designed as a line of thirteen primrose heads, the centres embellished with an 18 carat gold bead, *inner circumference approximately 17cm*, *British hallmarks and maker's mark, 2007, box stamped 'Malcolm Appleby'*

£400 - 600 €460 - 700 US\$520 - 780

Silver

Lots 135 - 173

EDINBURGH AND GLASGOW SILVER





136

$_{135}$ Y Φ A george IV silver hot water Jug

with makers mark of JSH, Edinburgh 1827 Of pear shape, chased and embossed with a classcial scene depicting cupid and a dolphin, with Neptune looking on, within scrolling foliage and flowers, with mask spout and engraved with the crest of Wallace, *height 23.5cm, weight 34.5oz.*

£600 - 800 €700 - 930 US\$780 - 1,000

136

A WILLIAM IV SILVER SNUFF BOX by James Naysmyth, Edinburgh 1836

Of rectangular form, the whole with cross-hatch engraving, the hinged lid with a foliate rim and engraved with foliate initials 'WR,' the interior engraved '*Wm.Robertson, Dalkeith', length 8.2cm, weight 4oz.*

£200 - 300 €230 - 350 US\$260 - 390

137

A VICTORIAN TWIN HANDLED SILVER TRAY

by D.C.Rait & Sons, Glasgow 1877 Of oval form, the outer border embossed with various animals and birds, masks and baskets of fruit, with formal engraved inner border, *length 70cm, weight 100oz.*

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000





₁₃₈ Υ Φ A GEORGE III SILVER TEAPOT

by James Gilsland, Edinburgh 1766

Of bullet form on domed foot, the upper body chased and embossed with scrolling foliage and flowerheads, and engraved with crest and motto relating to The Order Of The Bath, the leaf-capped handle with ivory insulators, *height 15cm*, *weight 19.4oz*.

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

139 A GEORGE II SILVER BULLET TEAPOT

by James Ker, assay master Edward Lothian, date letter slightly rubbed, Edinburgh, circa 1740

On spreading foot, the upper body engraved with shells, scrolls and foliage, with part-fluted curved spout and leaf capped scroll handle, *height 15cm, weight 29.5oz.*

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600





140





140 TWO EARLY 20TH CENTURY SILVER CHRISTENING MUGS

by Wilson & Sharp, Edinburgh 1904 and 1906

One of straight-sided form with reeded base, the other, baluster form with double scroll handle, and a pair of King's pattern sugar tongs, *weight 15oz.* (3)

£150 - 200 €170 - 230 US\$200 - 260

141

A VICTORIAN SILVER QUAICH

by Edward & Sons, Glasgow 1882 Of bulbous form with twin handles, engraved with presentation inscription for 1883, together with two small wooden quaichs, *weight silver quaich 6oz.* (3)

£200 - 300 €230 - 350 US\$260 - 390

The inscription reads 'Charles Augustus Macallister From his Godfather, R.D, 30th July 1883, used at Baptism same day.'

142

A COMPOSITE SET OF TWELVE 19TH CENTURY SILVER TABLESPOONS

various makers and dates to include Alexander Zeigler, Edinburgh 1796 Of pointed-end Old English pattern, with various initials, some numbered, and of varying sizes, weight 23.8oz.

£250 - 300 €290 - 350 US\$330 - 390

143 A VICTORIAN SILVER TEAPOT STAND AND A GEORGE III SILVER TEAPOT STAND

by Mackay, Cunningham & Co, Edinburgh 1877 and Alexander Spence, Edinbugh 1790 respectively

The first of circular form on three claw and ball feet, engraved with a formal border, the second oval, on four bracket feet with brightcut borders, *weight 18oz*. (2)

£400 - 600 €460 - 700 US\$520 - 780

144

A WILLIAM IV SILVER SNUFF BOX

by James Nasmyth, Edinburgh 1837 Of rectangular form, with foliate borders and centred by a crest and initials, a ram's horn snuff mull, and an oval horn box, *length snuff box 7.5cm, weight snuff box 3.5oz.* (3)

£300 - 500 €350 - 580 US\$390 - 650

145

A COLLECTION OF SILVER FLATWARE various makers and dates

To include two fiddle pattern dinner forks and three dessert forks, *by D.C.Rait, Glasgow 1831/34,* four dessert spoons, Queen's pattern teaspoons etc, *weight 19.7oz.*

£250 - 300 €290 - 350 US\$330 - 390



144



146 A GEORGE III SILVER BASKET

by Robert Gray & Son, Glasgow 1819 Circular on part-gadrooned spreading foot, chased and embossed with a border of flowerheads and scrolls on a matted ground, with gadrooned rim, chased and embossed swing handle, *diameter 30cm*, *weight 36.5oz*.

£600 - 800 €700 - 930 US\$780 - 1,000

Robert Gray, the premier goldsmith in Glasgow in the first half of the 19th century was also instrumental in the establishment of the city's assay office in 1819, the year in which this basket was produced.

Gray was appointed one of the four wardens of the newly constituted Glasgow Goldsmiths Company and he chaired it's first meeting on 28th May 1819. For a discussion of the work of this firm see; Robert Gray & Son, Goldsmiths of Glasgow, Gordon McFarlan, the Journal of The Silver Society, Vol.11 1999.

147 A COMPOSITE PART CANTEEN OF 19TH CENTURY SILVER FLATWARE

To include six toddy ladles by Alexander Cameron of Dundee, Edinburah 1827

Twelve dinner forks *by Matthew Craw, Edinburgh 1811,* and twelve tablespoons, *with makers marks for Marshall & Sons, and A.Wilkie, Edinburgh 1817, weight 56.7oz.* (30)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000





A SET OF FOUR ARTS & CRAFTS MINIATURE SILVER TAZZI

by Edward & Sons, Glasgow 1905

Each with shallow hammered bowl raised on three bowed supports on a domed base, *weight 12oz.* (4)

£200 - 300 €230 - 350 US\$260 - 390

149

A COLLECTION OF SCOTTISH SILVER FLATWARE

various makers and dates

To include seven Old English pattern tablespoons, *three by A.Henderson, Edinburgh 1795,* a fiddle and shell soup ladle, *Edinburgh 1829,* two sauce ladles, teaspoons etc, *weight 45.8oz.*

£500 - 700 €580 - 810 US\$650 - 910

150

A GEORGE IV SILVER MUSTARD POT

by John Mackay, Edinburgh 1822 Of drum form with acanthus border and shell thumb-piece, blue glass liner, and a pair of George III oval twin-handled silver salts, by W&P Cunningham, Edinburgh circa 1800, weight 11.9oz. (3)

£250 - 300 €290 - 350 US\$330 - 390



149





A RARE SET OF THREE GEORGE II SILVER SUGAR CASTERS

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

Of octagonal form and heavy guage, comprising one large and two smaller, one of those blind, engraved with the crest and motto of Colvill, *height 20.5cm and 17cm*, *weight 34.4oz*.

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

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

152

A RARE GEORGE II SILVER TABLE SNUFF BOX OR TOILET BOX

by James Ker, assay master of Archibald Ure, Edinburgh 1735 Of oval form, the hinged lid engraved with the crest, motto and coronet for Hay, Marquess of Tweeddale, *length 19.7cm, weight 16oz.*

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100





A RARE GEORGE I SILVER TEAPOT

by James Mitchellsone, assay master Edward Penman, Edinburgh 1722

Of apple form on domed foot, the flat hinged lid with acorn finial, the scroll handle with wooden insulators and a tapered straight spout, *height 11.5cm, weight 18.6oz.*

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

Provenance

Thomas Lumley, London 1958 Sotheby's New York, 23rd April 1993 lot 299

Exhibited

Royal Ontario Museum, Canada

References

Compendium Scottish silver, Volume 2, R & J Dietert, page 459



PROVINCIAL SILVER

154

ABERDEEN; A RARE SET OF THREE SILVER SUGAR CASTERS

by George Roberston, three marks: GR, ABD, GR, circa 1720

Each with moulded pedestal foot supporting a pear-shaped body with applied mid-rib, the domed cover secured by a bayonet fixing, pierced with stylised quatrefoil pattern and terminating in an acorn finial, *height 19cm and 15.5cm*, *weight 18.4oz.* (3)

£10,000 - 15,000 €12,000 - 17,000 US\$13,000 - 20,000

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



154 (detail)

155 AYR; A LARGE SILVER CIRCULAR BROOCH

by John Lyall, three marks J.LYL, AYR, Bridge?

With pierced and engraved foliate border and scalloped rim enclosing a porcelain plaque painted with roses, *diameter 7cm*.

£500 - 800 €580 - 930 US\$650 - 1,000

John Lyall of Ayr registered his mark at the Glasgow Assay Office and worked from premises at 9 Old Bridge Street, Ayr. An advertisement, dating from 1914, lists him as a "Working Goldsmith & Engraver". His work is relatively scarce and examples of his mark are recorded on silver-mounted items such as snuff boxes, beakers and plaques. These are mostly engraved: 'Made with oak from The Old Brig O'Ayr, 1252' The current brooch is unusual, as it is struck with an additional unidentified mark which may be a depiction of the Old Ayr Bridge



155



155 (detail)





156 (detail)

156 INVERNESS; SIX DESSERT SPOONS AND ONE TABLESPOON

by Charles Jamieson, each wth three marks CJ, INS, CJ

Of Old English pattern, four dessert spoons with matching double initials, one without, the tablespoons crested, *weight 8oz*. (7)

£300 - 400 €350 - 460 US\$390 - 520

157 IONA; A CASED SET OF TWELVE SILVER-GILT COFFEE SPOONS

by Alexander Ritchie, marked AR, IONA, and ICA and with Birmingham hallmarks for 1939, one spoon lacking the AR, and IONA marks Of Iona Nunnery form, the handles with Celtic knot-work, to small, pointed oval bowls, length 7.5cm, weight 2.7oz.

£300 - 400 €350 - 460 US\$390 - 520



158

158 IONA; A SILVER-MOUNTED DRESSING TABLE CLOCK

by Alexander Ritchie, marked AR, IONA and with Chester hallmarks for 1910 Of circular form, embossed with a border of undulating scrolling foliage, to wooden easel back, diameter 11cm.

£400 - 600 €460 - 700 US\$520 - 780

159 DUMFRIES, A 19TH CENTURY SILVER MUG

by Andrew Davidson, four marks A.D, ruined castle, D, anchor, circa 1840

Of tapering form, engraved with two bands of reeded decoration, with engraved foliate initials 'JC,' scroll handle, *height 7cm, weight 3.8oz*.

£600 - 800 €700 - 930 US\$780 - 1,000



159 (detail)



160 (detail)



160

ELGIN; A PAIR OF SCOTTISH PROVINCIAL SILVER TABLESPOONS

by Charles Fowler, four marks, CF, ELGIN, cathedral and St Giles Of Fiddle pattern with foliate-engraved initial 'P', *length 22.5cm*, *weight 3.8oz*.

£500 - 700 €580 - 810 US\$650 - 910

161 FORRES; A SILVER TEASPOON

by John & Patrick Riach, marked turret, IPR, turret, circa 1830 Of fiddle pattern, with engraved monogram, length 14.5cm.

£300 - 500 €350 - 580 US\$390 - 650

162

FORRES; A SILVER TEASPOON

by John & Patrick Riach, marked turret, IPR, turret, circa 1830 Of fiddle pattern, with engraved monogram, *length* 14.5cm.

£300 - 500 €350 - 580 US\$390 - 650



162

162 (detail)

161



163

PETERHEAD, A SILVER WINE LABEL

by William Ferguson, marked WF, PHD and with Edinburgh hallmarks for 1826

Engraved for Claret, of shaped rectangular form with an embossed border of scrolling foliage and flower-heads, *length 4.5cm*.

£600 - 800 €700 - 930 US\$780 - 1,000

164

MONTROSE; A HANOVARIAN PATTERN SILVER TABLESPOON

by Thomas Johnstone, three marks T.I, rose, B circa 1755 Engraved with contemporary initials 'M O', the oval bowl with facetted drop heel, *length 20.5cm*, *weight 2.25oz*.

£600 - 800 €700 - 930 US\$780 - 1,000

The initials "M O" may refer to a member of the Ogilvie family, Earls of Airlie. Thomas Johnstone of Montrose is a highly regarded maker whose work rarely appears at auction. He was active circa 1743-1766 and was responsible for a pair of communion cups for the local parish of Marykirk.



164 (detail)



163 (detail)

165

STONEHAVEN; A SCARCE COFFEE SPOON

by John Robb, incuse marks Robb/Stonehaven, circa 1925 The oval bowl with marks to the reverse, plain stem and collect-set faceted citrine terminal, *length 10.6cm*.

£400 - 600 €460 - 700 US\$520 - 780

A comparable spoon was sold by Lyon and Turnbull, Edinburgh, 17th August, lot 442.





165 (detail)





166 (detail)

166

WICK; A VERY RARE SILVER WINE FUNNEL

by John Sellar, marked JS, WICK, to side of bowl, circa 1830 The pear-shaped bowl engraved with the crest of a griffin's head, the slender tapered spout with reeded border at base of bowl, the pull out double rim with reeded border, *height 11.4cm*, *diameter bowl 6.8cm*, *weight 3oz*.

£7,000 - 9,000 €8,100 - 10,000 US\$9,100 - 12,000

John Sellar, 1801-1886, worked in Tain, Elgin and Wick. On the evidence of trade directories he worked in Wick from 1825-1836. See Moss and Roe, p173-4.

Examples of Wick hollow ware are rare and there are thought to be a small handful of known surviving examples. There are two mugs known by Sellar but the only other item bearing this maker's mark, a wine funnel in Inverness Museum is probably of Edinburgh or London manufacture. The simple design of this funnel, together with the fact that it is of smaller dimensions than standard point to manufacture by Sellar.





OF SCOTTISH INTEREST

167

OF SIR WALTER SCOTT INTEREST, A VICTORIAN SILVER VINIAGRETTE

by Nathaniel Mills, Birmingham 1853

Of shaped rectangular form, the hinged lid engraved with the Scott Monument, Edinburgh, opening to reveal a foliate-pierced grille, length 4.8cm.

£300 - 400 €350 - 460 US\$390 - 520

168

A VICTORIAN SILVER-MOUNTED CARVED NUT SNUFF MULL unmarked

The shell carved with a stand of arms, the hinged silver cover engraved 1850 William Paterson, Writer Dumbarton, length 8cm.

£200 - 300 €230 - 350 US\$260 - 390

169

A 19TH CENTURY RAM'S HORN SNUFF MULL unmarked

The hinged lid with inset banded agate, the silver collar engraved From John Maxwell To His Friend John Bennett 1849, and a silver snuff box, Birmingham 1855, weight silver snuff box 3.9oz. (2)

£500 - 700 €580 - 810 US\$650 - 910

170

A SILVER MOUNTED LETTER OPENER, IN THE FORM OF A **BASKET-HILTED SWORD**

by H.Matthews, Birmingham 1946

The hilt pierced with stylised flowerheads and heart shapes, with steel blade, length 32cm, and a silver quaich, by Brook & Son, Edinburgh 1928, weight of quaich 6oz. (2)

£300 - 400 €350 - 460 US\$390 - 520















171 A 19TH CENTURY GOLD-MOUNTED MULTI AGATE SET VINAIGRETTE

unmarked

Of lobed barrel form, set with vari-coloured agates, the hinged cover set with a cabochon quartz, opening to reveal a grille pierced with scrolling foliage, *height 5.5cm*.

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

$_{\rm 172}$ $^{\rm Y}$ A SILVER-MOUNTED TORTOISESHELL VASE SNUFF MULL, circa 1740, unmarked

The oval section turned tortoiseshell body inlaid to the front and back with an openwork baroque foliate cartouche centred by a blank oval panel, the lid inlaid with a further foliate cartouche centred by a pair of birds flanking an urn, *height 5.5cm*.

£400 - 600 €460 - 700 US\$520 - 780





AN IMPRESSIVE VICTORIAN RAM'S HEAD TABLE SNUFF MULL

unmarked

The hinged cover thistle-embossed and set with an oval-cut yellow paste, the horns with thistle mounts, suspending various tools to include rake, spoon, rabbits foot, on metal castors, contained in a mahogany case for The Highland Society, *height 27cm*.

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Arms, Armour, Militaria and Piping

Lots 174 - 215



174

174

A COMPOSITE SCOTTISH BASKET-HILTED BACKSWORD, SECOND QUARTER 18TH CENTURY

The slightly tapering blade with double edged tip toward the point, and double fullered over nearly its entire length, the recasso engraved faintly with crown and indistinct mark, the iron hilt of rounded bars with oval panels pierced with circles and trefoils, fore guards and wrist guard, elongated bun-shaped pommel with thin metal covered grip (damages) 92cm. blade

£600 - 800 €700 - 930 US\$780 - 1,000

175

A SCOTTISH OFFICERS SWORD OF THE QUEENS OWN CAMERON HIGHLANDERS, 20TH CENTURY

With single edged blade and single fuller, etched on one side with 'The Queens Own Cameron Highlanders' and foliate scrolls and thistles, the other side with crowned VR cypher above a Royal Coat of Arms, and maker's name 'Marshall & Aitken 12, South St. Andrews, Edinburgh', with regulation plated steel basket hilt, wire bound fish skin-covered grip in leather scabbard 84cm. blade

£250 - 350 €290 - 410 US\$330 - 460



176

A BRASS BASKET-HILTED COMPOSITE BROADSWORD

The broad tapering blade with wide central fuller between two narrow fullers along each side, the forte struck with two crescent moon marks on each side, the brass guard of regimental style pierced with hearts, fluted bun shaped pommel, leather grip with wire banding *90cm. blade*

£200 - 300 €230 - 350 US\$260 - 390

177

176

AN OFFICERS SWORD OF THE 1ST STIRLINGSHIRE RIFLE VOLUNTEERS, 19TH CENTURY

The slightly curved blade with single edge and fuller on each side, one side etched with VR cypher hunting horn and scrolling foliage, the other side etched 'Presented to Corpl. W. Wilson' and 'Company 1st Stirlingshire Rifle Vols on his Promotion to Lieutenant', the hilt pierced and engraved with a hunting horn, with fish skin wire bound grip, contained in its steel scabbard 83cm. blade

£250 - 350 €290 - 410 US\$330 - 460



178 A BASKET-HILTED BACKSWORD OF 'GARDE ÉCOSSAISE' TYPE, 19TH CENTURY

The tapering single edge blade with double fuller along each side, the iron guard pierced with elongated rectangles and crosses, wavy fireguards, and scrolling wrist guards, with stepped conical pommel and spirally grooved braided metal covered grip *79cm. blade*

£250 - 350 €290 - 410 US\$330 - 460

The Garde Écossaise where founded in 1418 as guards of the French Monarch and disbanded in 1830





180

179

AN OFFICER'S SWORD OF THE 1ST ELGIN ARTILLERY VOLUNTEERS, 19TH CENTURY

The single fuller etched with foliate designs and '1st Elgin Artillery Volunteers', the opposite side etched with a flaming grenade and artillery piece, etched to the recasso 'S. Hobson & Son Artillery Place Woolwich', contained in its metal scabbard with twin suspender rings, together with an Officer's blue cloth helmet of the Artillery Volunteers, the blue cloth skull with white metal fittings including fluted spike finial on cross base, QC regimental helmet plate, rose bosses, chin chain, leather liner, with makers label for 'Gardiner & Co, Contractors, Argyll Street, Glasgow', contained within its tin hat box, (3)

£700 - 1,000 €810 - 1,200 US\$910 - 1,300

180

A SCOTTISH OFFICER'S REGIMENTAL BASKET-HILTED BROADSWORD OF THE ROYAL SCOTS FUSILIERS, EARLY 20TH CENTURY

BY HENRY WILKINSON PALL MALL LONDON, 49962

The tapering fullered double-edge blade etched along the forte on one side with figure of St. Andrews and symmetrical designs of thistles and along the other with 'Royal Scots Fusiliers' and 'R.H.S' between symmetrical foliage, with regulation steel guard, retaining its buff leather liner faced in red woollen cloth, in its leather covered scabbard 83cm. blade

£600 - 800 €700 - 930 US\$780 - 1,000





AN EARLY 19TH CENTURY DIRK

The double fullered single edged blade with pierced and faceted back edge, the tang passing through the carved shouldered mahogany hilt, secured by brass pommel and riveted nut 30cm. blade, 40cm. overall

£400 - 600 €460 - 700 US\$520 - 780

182

A WHITE METAL MOUNTED DIRK, EARLY 19TH CENTURY

The tapering double fuller blade with faceted back edge, hardwood baluster grip carved with basket weave and set with studs, basel mounted embossed with foliage, pommel cap embossed with thistle and set with cut glass, the shoulders with applied metal plates one 'Hallmarked' with two thistles and 'Mason', contained within its wood lined leather covered scabbard, the locket engraved with arm holding a sword above the title 'N'Cuis, A Dutcha', the mounts applied with figure of St Andrew and thistles, the bi-knife and fork mounted ensuite 28cm. blade

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600





183

A SILVER MOUNTED DIRK, EDINBURGH 1879

The bright tapering single edged blade with faceted back edge and double fuller, foliate designs etched on one side and 'MacDougall, Inverness' etched to the reccaso, the hardwood baluster hilt set with a pierced cap, the basel mount engraved and pierced with zoomorphic designs, the locket centered with a circular cartouche engraved with a Baronet crown above an 'E', flanked by dragons, contained within its leather covered scabbard with bi-knife and fork mounted ensuite, together with a white metal mounted skean dhu (2) *the dirk 29cm. blade, 43cm. overall*

£500 - 800 €580 - 930 US\$650 - 1,000

184

AN OFFICER'S SILVER MOUNTED DIRK OF THE ARGYLL AND SUTHERLAND HIGHLANDERS

BY MARSHALL & SON, EDINBURGH

Hallmarked Edinburgh 1888, the faceted back edge etched with scrolls, thistles and regimental motifs, the wooden hilt carved with interlacing basket weave design and set with silver studs, the mounts embossed with Celtic strapwork, the pommel set with a stone, in its leather scabbard with silver mounts embossed with regimental motifs, complete with its companion knife and fork mounted en-suite *30.5cm. blade*

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,300



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

With bright tapering single-edged blade stamped 'Peter Henderson Maker, Glasgow', hardwood baluster grip carved with basket weave design, plain basal mount and plain pommel cap with turned finial, contained with its leather covered scabbard, the locket applied with the Leith Coat of Arms, the rear of the locket with applied badge of the Duke of Edinburgh's Own Volunteer's rifles, and thistles 24cm. blade

£500 - 800 €580 - 930 US\$650 - 1,000

186

A SILVER MOUNTED DIRK BY WILSON AND SHARP, EDINBURGH 1928

The bright tapering single edged blade with faceted back edge and double fuller, the hardwood baluster hilt set with a domed cap, the basel mount engraved with zoomorphic designs, the locket centered with a circular cartouche engraved with an armoured hand holding a sword, contained within its leather covered scabbard with bi-knife and fork mounted ensuite

26.5cm. long, 40cm. overall

£500 - 800 €580 - 930 US\$650 - 1,000

The crest is that of the Stewart-Richardson Baronetcy, of Pencaitland

187

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

STAMPED 'HUGH MORRISON, 53 JAMAICA ST., GLASGOW'

The tapering single edged blade with faceted back edge and single fuller on each side, the hilt carved with basket weave design and thistles, the set with foil backed cut glass, contained within its leather covered scabbard with knife and fork engraved overall with zoomorphic designs

25cm. blade, 39cm. overall

£400 - 600 €460 - 700 US\$520 - 780

188

AN EDWARDIAN HIGHLAND LIGHT INFANTRY OFFICER'S DIRK

With double fuller and faceted back edge, the blade etched with scrolls, regimental title and battle honours, the recasso etched 'Hawkes & Co., 14 Piccadilly, London' the carved wood basket weave hilt set with brass studs and the pommel set with cut glass, contained within its leather covered scabbard with gilt-brass mounts embossed with thistles, the locket applied with the regimental badge, fork mounted en suite (bi-knife lacking) 28cm. blade

£400 - 600 €460 - 700 US\$520 - 780







AN UNUSUALLY LONG WHITE METAL MOUNTED SKEAN DHU, 19TH CENTURY

The blade with faceted back edge and single fuller on each side, the blade stamped 'P.G. Wilson, 8 Union St, Inverness', the wooden hilt carved with basket weave design set with white metal studs, the pommel set with cut glass, contained within its leather covered scabbard, engraved with interlaced designs *15cm. blade*

£200 - 300 €230 - 350 US\$260 - 390

190

AN OFFICER'S SKEAN DHU OF THE ARGYLL & SUTHERLAND HIGHLANDERS

HENRY TATTON, EDINBURGH, 1917

With faceted back edge, the carved basket weave hilt set with studs and Princess Louise cypher, the mounts of geometric design, the pommel set with a stone, in its leather scabbard with mounts decorated with mythical beasts, the rear of the locket Stamped 'Anderson & Sons, George Street, Edinburgh' *9cm. blade*

£200 - 300 €230 - 350 US\$260 - 390

191

A SILVER MOUNTED "DUMMY" SKEAN DHU PETER HENDERSON, GLASGOW, CIRCA 1930

Two marks: PH, SILVER, lacking a blade, the ebony hilt carved with interlaced designs and thistle cast mounts, the pommel collet set with a faceted paste and the leather scabbard with plain silver mounts 20.2cm. overall

£100 - 150 €120 - 170 US\$130 - 200

192 A SILVER-MOUNTED SKEAN DHU THOMAS KERR EBBUTT, EDINBURGH, 1962

With faceted back edge and single fuller, the horn hilt carved with interlaced designs, the pommel claw set with a faceted paste and the leather scabbard with interlaced silver mounts *9.1cm. blade*

£150 - 250 €170 - 290 US\$200 - 330





193 A SILVER MOUNTED SKEAN DHU, EDINBURGH, 1955

The tapering blade with single fuller and faceted back edge, the carved horn hilt with basket weave design, the pommel set with coloured glass, engraved basel mounts, contained within its leather covered scabbard, the locket and chape engraved with interlaced designs, together with a mid-20th century silver mounted example (2)

£400 - 600 €460 - 700 US\$520 - 780

194

A SILVER MOUNTED SPORRAN THOMAS KERR EBBUTT, EDINBURGH, 1933

The arched cantle with single finial and ball moulding centred with an engraved crest, the seal skin bag with two tassels, one lacking, the bag rear covered in red leather and lined in doe skin, together with a matching Skean Dhu (2)

£400 - 600 €460 - 700 US\$520 - 780

195

A SKEAN DHU, EARLY 20TH CENTURY WITH APPLIED BADGE FOR THE 4TH BATTALION PERTHSHIRE VOLUNTEER BLACK WATCH

With single fuller and faceted back edge, carved wooden hilt with applied badge and thistle embossed pommel cap, contained within its wooden leather covered scabbard with thistle decoration *8.5cm. blade*

£250 - 550 €290 - 640 US\$330 - 720

196

A BLACK WATCH OFFICER'S LEVEE DRESS SPORRAN

The brass cantle embossed with thistles and figure of St Andrew, the bag covered in white horsehair, body with five bullion tassels, the rear of the bag covered in red leather and lined in doe skin, together with a part Black watch sporran lacking cantle (2)

£300 - 400 €350 - 460 US\$390 - 520



A SILVER PLATED SPORRAN, 20TH CENTURY

The arched cantle with thistle engraving and single finial, the bag covered in seal skin, the bag rear stamped 'Rowan Ltd., Glasgow & Birmingham', together with a tooled leather example stamped to the rear 'R.W. Forsyth Ltd., Highland Accessory Maker, Glasgow, Edinburgh', and contemporary seal skin example, (3)

£200 - 300 €230 - 350 US\$260 - 390

198

A SILVER-MOUNTED LEATHER AND SEALSKIN CHILD'S SPORRAN

HAMILTON & INCHES, EDINBURGH, 1926

The angled cantle applied with a crest of a sailing galley, Celtic bosses and entwined knot-work panels, the three tassels with silver thistle mounts, with screw-off finial clasp, on silver chain link and leather belt *height 19cm*

£500 - 700 €580 - 810 US\$650 - 910



199

AN EARLY 20TH CENTURY SILVER MOUNTED CHILD'S SPORRAN

EDINBURGH 1908

The arched cantle embossed with zoomorphic designs, the leather bag with two tassels, together with a silver mounted Skean Dhu, Edinburgh 1978 (2)

£300 - 400 €350 - 460 US\$390 - 520

200

AN EARLY 20TH CENTURY SILVER MOUNTED SPORRAN AND CHAIN

EDINBURGH, MACKAY & CHISHOLM, 1906

The arched pierced cantle with three finials, the bag of leather with three hanging tassels, the rear covered in red leather, with matching silver suspension chain, (leather parts in poor order)

£300 - 500 €350 - 580 US\$390 - 650



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 CHILD'S DIRK, EARLY 20TH CENTURY

The tapering double edged steel blade with faceted back edge stamped 'R.A. Lyon, Solfirth Street, Edinburgh', with basket weave carved hilt, the pommel set with cut glass, the plain basal mounts and locket with bi-knife and fork mounted ensuite, together with a small sporran stamped to the rear 'Nicoll Bros Bankfoot' (2) *15cm. blade, 23cm. overall*

£300 - 500 €350 - 580 US\$390 - 650

202

AN ELECTROPLATED SPORRAN, EARLY 20TH CENTURY

The arched cantle decorated with zoomorphic designs, the white horse hair covered bag with two black tassels, the bag rear covered in brown leather

£100 - 200 €120 - 230 US\$130 - 260





The arched cantle with three ball finials engraved overall with geometric designs and centered with a crest of a stags head, the bag covered in white horse hair and fitted with two black tassels, the rear of the bag covered in red leather and lined in doe skin

£400 - 600 €460 - 700 US\$520 - 780

204

AN ARGYLL AND SUTHERLAND HIGHLANDERS OFFICER'S BADGER HEAD SPORRAN

204

With brass cantle, the head with glass eyes, the badger hair body with six white horsehair tassels, with gilt cord suspenders and gilt mounts embossed with thistles

£400 - 600 €460 - 700 US\$520 - 780



A 32-BORE ALL-METAL PERCUSION BELT PISTOL BY JONES AND SON, MID 19TH CENTURY

With four-stage barrel, signed flat lock with sliding safety (losses), engraved with scrolling foliate designs, 'ram's horn' butt, and belt hook, ramrod with turned baluster tip 20cm. barrel

£500 - 800 €580 - 930 US\$650 - 1,000 206

A ROYAL COMPANY OF ARCHERS UNIFORM, 20TH CENTURY

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

£500 - 800 €580 - 930 US\$650 - 1,000







207

A LATE 18TH CENTURY OFFICERS COATEE OF THE WESTERN BATTALION STIRLING VOLUNTEERS

The coatee of scarlet cloth with yellow facings, collar and cuffs, the hook and eye fastening embellished with domed gilt buttons displaying crown above 'WBSV' surrounded by thistles, inscribed in ink to the inside of the right-hand sleeve, 'Major Buchanan'

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

Major John Buchanan was the first Major appointed, commission date 27 Sept 1803. He was still as such in 1807 when his battalion had become a Legion, His CO was Lt-Colonel John Hamilton.



207 (detail)





208 A WHITE METAL MOUNTED DRESS POWDER HORN, LATE 19TH/EARLY 20TH CENTURY

The cap embossed with thistles and set with cut glass, mounted on a horn body with thistle finial and suspension chain *33cm. long*

£400 - 600 €460 - 700 US\$520 - 780

209

A GROUP OF SILVER MOUNTED HIGHLAND DRESS ITEMS

Comprising a silver mounted skean dhu, Edinburgh 1953; a white metal brooch engraved with the crest of the Stewart-Richardson Baronetcy of Pencaitland; a white metal brooch, engraved with foliage and thistles; a silver kilt pin, Edinburgh 1953 surmounted by lion rampant; a white metal clan badge with the crest of the Stewart-Richardson Baronetcy, of Pencailtand; and two silver kilt pins, Edinburgh 1953 (7)

£400 - 600 €460 - 700 US\$520 - 780

210 AN OFFICER'S SHOULDER BELT PLATE, OF THE HIGHLAND LIGHT INFANTRY

The stippled brass plate applied with regimental badge in white metal and brass, together with a white metal Highland Light Infantry cap badge (2)

£200 - 300 €230 - 350 US\$260 - 390

211 A CONTEMPORARY SILVER MOUNTED HUNTING HORN

Edinburgh date mark rubbed, the mounts embossed with zoomorphic designs and suspender chains, the finial set with a cut glass

44.5cm long

£300 - 500 €350 - 580 US\$390 - 650 212 A GEORGE III 42ND REGIMENT BLACK WATCH OFFICERS GORGET

Of rounded gilt-copper with turned edges, the front finely engraved with crowned 'GR' cypher with '42' below and flanked by figures of St. Andrew and 'Nemo Lacessit Ne Impune'

9cm wide, 10cm deep, 3cm high (3in wide, 4in deep, 1in high)

£300 - 400 €350 - 460 US\$390 - 520

213 Y

A WW1 PAIR OF MEDALS TO CAPT A. MACARTHUR, ARGYLL AND SUTHERLAND HIGHLANDERS

comprising British War and Victory Medal (Capt D.MacArthur), together with a white metal Argyll and Sutherland Highlanders plaid brooch, the rear with applied metal plaque inscribed 'Wm. Anderson & Sons. Military Outfitters, Edinburgh', a First World War trench art identity bracelet; an 18ct gold signet ring, inset with a hardstone matrix engraved with the Argyll and Sutherland deer head; a portrait miniature of an officer of the Argyll and Sutherland Highlanders and another of an elderly female subject; a silver cigarette case, engraved with the badge of the Argyll and Sutherland Highlanders, Birmingham 1911. (9)

£400 - 600 €460 - 700 US\$520 - 780





212

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A SET OF NICKEL MOUNTED BAGPIPES, PROBABLY LAWRIE

Of African blackwood with tartan covered hide bag, together with the major parts of a set of parlour pipes in distressed condition.

£300 - 400 €350 - 460 US\$390 - 520



215

OF EGLINGTON TOURNAMENT INTEREST: AN INVITATION TO THE TOURNAMENT

Printed on blue card with images of knights inscribed 'The Earl of Eglinton requests the pleasure of Mr Macalister's company at the tournament and ball at Eglinton castle, the XXVII & XXIX August, engd. by W West, Margaret St.', together with five lance grips or hanstes, and a selection of prints including "The Right Honourable The Earl of Eglington, as Lord of the Tournament", a Lithograph by H. Wilson after C.A. d'Hardiviller, 1839 and four other similar prints, (qty.)

£300 - 400 €350 - 460 US\$390 - 520

Ceramics

Lots 216 - 235







216

A WEMYSS 'HYDRANGEA' SINGLE HANDLED VASE

The flowers painted on a black ground, (handle restored) 29cm high, impressed and painted mark

£400 - 600 €460 - 700 US\$520 - 780

217

A WEMYSS 'MALLARD' BEAKER VASE

11.5cm high, green painted mark

£300 - 400 €350 - 460 US\$390 - 520

218 A LARGE WEMYSS 'STAG' TWIN HANDLED MUG

With red rim, and handles with red scalloped detail, (cracked), 14cm high, unmarked

£150 - 250 €170 - 290 US\$200 - 330





219 A WEMYSS 'IRISES' BEAKER VASE

16.5cm high, green painted mark

£200 - 300 €230 - 350 US\$260 - 390

220

TWO WEMYSS PRESERVE JARS WITH COVERS

Comprising a 'Beehive' pattern medium jar, *11.5cm high*, green painted mark, and a small 'Apples' pattern preserve jar, *8cm high*, yellow painted mark

£300 - 400 €350 - 460

US\$390 - 520

221

A WEMYSS 'BLACK COCKERELS' TEAPOT AND PLATE

Both inscribed 'Maduim Mhaith Dhuibh', *teapot 11.5cm high, plate 17.5cm diameter,* teapot unmarked, plated with impressed crescent plate

£200 - 300 €230 - 350 US\$260 - 390







A COLLECTION OF WEMYSS POTTERY

Including a 'Cabbage Roses' beaker vase, *11.5cm high*, frill rim bowl and twin handled bowl, together with a 'Carnations' cup, and an 'Oranges' preserve jar cover, various painted and impressed marks

£200 - 300 €230 - 350 US\$260 - 390

223

FIVE PIECES OF WEMYSS POTTERY

Comprising a 'Cabbage Roses' Lady Eva vase, 29cm high, an ovoid vase painted with 'Cabbage Roses' on a black ground, 28.5cm high, a round plate with a 'Cabbage Roses' border, 22cm diameter, and two medium preserve pots, one painted with 'Oranges' pattern and one painted with 'Cherries', 13cm high, various painted and impressed marks

£400 - 600 €460 - 700 US\$520 - 780

224

FOUR PIECES OF WEMYSS 'CABBAGE ROSES' POTTERY

Comprising two large wash basins, 40cm diam, a ewer, 24cm high, and a small bowl, 13cm diam, various painted and impressed marks

£400 - 600 €460 - 700 US\$520 - 780

225

A WEMYSS 'CHERRIES' FOOTBATH

The central band of cherries between two moulded and green painted bands, with twin handles, *47cm wide*, *indistinct red printed Wemyss mark*

£400 - 600 €460 - 700 US\$520 - 780

226 *

A WEMYSS 'CABBAGE ROSES' COMBE FLOWER POT

Printed mark 'T Goode & Co South Audley St London W' in red, 34cm diameter, 26cm high

£250 - 350 €290 - 410 US\$330 - 460



A WEMYSS 'CABBAGE ROSES' TUB FLOWER POT AND A LARGE WEMYSS 'CABBAGE ROSES' LOVING CUP

The tub flower pot *27cm high*, impressed mark WEMYSS, printed mark for T.Goode & Co, South Audley St, London, the loving cup *23.5cm high*, impressed semi circular mark Wemyss Ware, R H & S

£500 - 700 €580 - 810 US\$650 - 910

Provenance

The tub flower pot with a paper label from the Rankine Collection, Sotheby's 30 August 2005

228

A WEMYSS 'CABBAGE ROSES' KENMORE VASE AND A PAIR OF WEMYSS 'CABBAGE ROSES' LADY EVA VASES

The Kenmore vase 38cm high, painted marks 'Wemyss, T.Goode & C. London' the 'Lady Eva' vases, 29cm high, one with painted and impressed marks, the other with painted mark

£500 - 700 €580 - 810 US\$650 - 910

229

A GROUP OF WEMYSS POTTERY

Comprising a 'Cabbage Roses' rectangular tray, *31cm*, a 'Cabbage Roses' heart-shaped tray, *length 30cm*, a 'Cabbage Roses' mug, *14cm*, a 'Cabbage Roses' oval basket with fixed overhead handle, *29.5cm wide*, a 'Cherries' preserve jar, *12cm high*, and a pair of extra tall candlesticks, 'Dog Roses', *30cm high* (7)

£700 - 900 €810 - 1,000 US\$910 - 1,200











230

A STAFFORDSHIRE BLUE AND WHITE TRANSFER PRINTED ASHET

19th century

Depicting Edinburgh with figures to the foreground and inscribed 'Edinburgh' to reverse, *43cm wide*

£250 - 350 €290 - 410

US\$330 - 460

231

A RARE PORTOBELLO POTTERY FIGURAL DOUBLE SALT Circa 1825

Formed as a double sided female figure in a long skirt holding aloft a double fluted salt dish, one side formed as a young girl, the other an ageing matron, enamelled in characteristic tones of yellow red and black, on sponged green base, *19.2cm high*

£300 - 500 €350 - 580 US\$390 - 650

232

A SCOTTISH POTTERY FIRECLAY DOG

19th century In treacle and ochre glazes, modelled lying on a green glaze plinth base, *34cm wide, 22cm high*

£200 - 300 €230 - 350 US\$260 - 390

233

A SOUTH STAFFORDSHIRE ENAMELLED BONBONNIERE DEPICTING FLORA MACDONALD

Circa 1765/70

Modelled as the head of Flora MacDonald, wearing blue earrings, with heavily rouged cheeks and dark hair pulled up into a coiffured bun under a purple and grey bonnet, the verso with metal mounted hinged lid decorated as the back of her bonnet, *5cm wide, 5cm deep, 7.5cm high*

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

Flora MacDonald (1722 - 1790) was a member of the MacDonalds of Sleat, made famous for helping Charles Edward Stuart evade government troops after the Battle of Culloden in 1746. Her memory was popularised by Sir Harold Boulton's 1884 composition 'The Skye Boat Song', with a bronze statue of her being erected at Inverness Castle in 1896. 'Flora MacDonald's Fancy' is a Scottish highland dance choreographed in her honour, supposedly based on a dance she performed for Bonnie Prince Charlie.

234 A NAUTILUS PORCELAIN TEA SET

Circa 1900

Each piece painted with primrose sprays on a blush ivory ground and comprising two bread plates, nine side plates, nine saucers, eight cups and a sugar bowl printed marks: "Nautilus Porclain" (29)

£150 - 200 €170 - 230 US\$200 - 260

235

A COPELAND PARIAN FIGURE OF SIR WALTER SCOTT AND MAIDA

19th century

Modelled seated in repose with his hands resting on a book, Maida at his side, on a naturalistic base, *35cm high*, incised J.Steel, sculp, Edin 1850, impressed COPELAND

£400 - 600

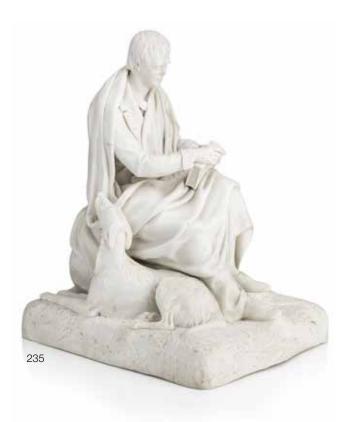
€460 - 700 US\$520 - 780

236

A CIRCULAR WALL PLATE BY ELIZABETH MARY WATT Dated 1937

The porcelain plate polychrome painted with two fairies and one pixie skipping through fern leaves and flowerheads, on a minty green ground, *30cm diameter*, painted signature and date to the reverse

£400 - 600 €460 - 700 US\$520 - 780





236



A MONART GLASS AMETHYST AND BLUE VASE

Of organic form with internal bubble decoration, a tapered neck and bulbous body, raised on a circular foot. 25.5cm high, 20cm diameter

£300 - 500 €350 - 580 US\$390 - 650

238

A MONART GLASS PAISLEY SHAWL VASE

Of baluster form, with green with silvered blue swirl decoration, FA shape. 31cm high, 18cm diameter

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

239

THREE MONART GLASS VASES

The largest mounted as a lamp, mottled green to navy with gold aventurine, *32cm high*, one a cased glass example with flared neck, the body mottled pink with aventurine, *30cm high*, one a smaller pink and magenta mottled example, with gold aventurine, *12cm high*,together with a green Monart style vase, *17cm high*, the lamp and the tall pink vase with paper Monart labels (4)

£300 - 500 €350 - 580 US\$390 - 650

240

A DAVID GULLAND CAITHNESS 'ROBERT THE BRUCE' VASE

Engraved with Robert The Bruce on horseback and shields, the rim with engraved 'Robert The Bruce King of Scots 1274AD', the base signed and engraved 'To commemorate the 700th anniversary of the birth of King Robert The Bruce' and dated 1974, with mahogany presentation box. *21.5cm high, 9cm diameter*

£300 - 500 €350 - 580 US\$390 - 650





242

241 A WINE GLASS OF JACOBITE SIGNIFICANCE

Circa 1750

The ogee funnel bowl engraved with a sunflower issuing from a rose spray, with a bird in flight to the reverse, on plain stem with conical folded foot, *15.3cms high*

£500 - 800 €580 - 930

US\$650 - 1,000

242

A JACOBITE WINE GLASS

Circa 1760

The bell bowl engraved with a Jacobite rose and two buds, the reverse with a butterfly, on double series opaque twist stem, *16.8cm high* (foot polished)

£450 - 600 €520 - 700 US\$590 - 780

243

A JACOBITE-TYPE WINE GLASS Circa 1760

Probably Dutch in soda glass, with a round funnel bowl engraved with a jacobite rose, on a hollow incised-twist stem with a centre knop, 15.1cm high, together wit a Jacobite type soda glass air twist glass, the bell shaped bowl engraved with two roses on leafy stems, on a double knopped stem, *17.3cm high* (2)

£400 - 600 €460 - 700 US\$520 - 780



243



244 **A JACOBITE-TYPE FIAT WINE GLASS** 18th century style

The funnel bowl engraved with a six petal rose, the thorny stem issuing an opening bud and a closed bud, the reverse with an oak leaf, inscribed 'Fiat', *19cm high*

£300 - 400 €350 - 460 US\$390 - 520

245

A GOOD PAIR OF JACOBITE FINGER BOWLS OR WATER BOWLS Circa 1750-60

Of double-ogee or 'kettledrum' shape, finely engraved with borders of a linked floral chaplet, the same flowers on each bowl including a six-petalled Jacobite rose, a sunflower, a carnation, honeysuckle, fruiting vines, pears and apples, *11.8cm diam at the widest point* (2)

£400 - 600 €460 - 700 US\$520 - 780

A pair of wine glasses with similar borders, from the Drambuie Collection, is illustrated by Geoffrey Seddon, The Jacobites and their Glasses (1995), p.126, col.pl.33. According the Capt. Horridge, the carnation symbolised a coronation, honeysuckle represented Fidelity while the sunflower represents unswerving loyalty.

246 A RARE CEREMONIAL AIRTWIST GOBLET OF JACOBITE SIGNIFICANCE Circa 1760

With a very generous cup-shaped bowl engraved with a sunflower spray, one flower full blown, another in profile, on a single stem with six leaves, a large butterfly on the reverse, the stem with a multiple spiral airtwist, conical foot, *20.5cm high*

£600 - 1,000 €700 - 1,200 US\$780 - 1,300

According to Geoffrey Seddon's classification this goblet is probably by Engraver E.

247

A JACOBITE-TYPE WINE GLASS Circa 1760

The round funnel bowl engraved with a flower and butterfly, on a double series opaque twist stem, *15.8cm high*

£250 - 400 €290 - 460 US\$330 - 520

248

TWO FINGER BOWLS OR WATER GLASSES OF JACOBITE SIGNIFICANCE Circa 1750 and 1770

One of waisted form engraved with a lily-of-the-valley spray, the reverse with a butterfly, *8cm high*, the other ogee shaped engraved with three formal flower sprigs of a six-petalled rose, a daffodil and a daisy or possibly a sunflower, diaper border swags, *10.7cm diam* (2)

£400 - 600 €460 - 700 US\$520 - 780

According to Capt. Horridge, Lily of the Valley symbolises a Return to Happiness while the butterfly is the Jacobite emancipated under a Stuart king. a daffodil is a sign or promise of better things to come. See Churchill's Glass Notes, no.5 and no.7, p.25.

244



247

The Peter Lole Collection of Jacobite Glass and Scottish Works of Art

Lots 249-300



Francis Peter Lole was born in the Regents Road Hospital in Leicester in 1929 to Frank and Margaret Lole. He was sent to Tonbridge School in Kent where he spent as much time as possible watching the Battle of Britain overhead. After school, Peter was called up for National Service with 1st The Royal Dragoons and was stationed in Berlin.

Peter's grandfather was an auctioneer and his father collected glass but Peter's own glass collection started once he was back from Berlin and before he moved to Lesmahagow in the Scottish Borders. Here he joined the family textile firm and as well as learning about warps and wefts, Peter also became involved in the local historical scene. This led to an introduction to Covenanting and Jacobite history, both of which were important to that area. Another fortunate acquisition from his time in Lanarkshire was Ann Euphemia Smith – his wife and the mother of his four sons.

On retiring early with health problems, Peter spent more time researching the historical context for his glass collection and held editorial and contributor roles with several journals – including 'Limpid Reflections' in The Glass Circle News and The Jacobite (the Journal of the 1745 Association). He participated with enthusiasm in the Glass Circle symposium 'Judging Jacobite Glass' held at the Victoria

and Albert Museum in 1996 and at other events. Peter's expertise on Jacobite glass was regularly sought, especially by auctioneers. This was a bit of a double-edged sword. He was sometimes too honest in expressing his views on the desirability of particular glasses, even the ones he liked best! He commented wryly that the 'P Egerton' Glass from the Cycle Club, (lot 263 in this sale) cost him rather more than it would have if he had been a little more circumspect.

Peter got a great deal of enjoyment in later years from his glass collection and his library – he also really enjoyed conviviality and correspondence with a wide variety of knowledgeable experts and enthusiasts across a wide range of topics. He passed away in November 2018 shortly before his 90th birthday.

A lecture "Majesty & Rebellion: 18th century Jacobite Glass" by Simon Cottle of Bonhams will be held at 7.00pm on Tuesday 14th May 2019 at 22 Queen Street, Edinburgh. We are serving refreshments from 6-7pm and the lecture will take place from 7-8pm. Tickets are free but are limited.

To book contact: edinburghevents@bonhams.com or phone 0131 225 2266.

249 THE LEITH GOBLET. A BEILBY ENAMELLED OPAQUE-TWIST GOBLET

circa 1760-65

The large ogee bowl inscribed "SUCCESS to the TOWN and TRADE of LEITH" within a leaf scroll cartouche all in opaque-white, below a later gilt line rim, set on a double-series stem and conical foot, *19.5cm high* (two small chips to footrim)

£7,000 - 9,000 €8,100 - 10,000 US\$9,100 - 12,000

Provenance

Lyon & Turnbull, The Drambuie Collection, 27 January 2006, lot 80 The Chris Crabtree Collection Bonhams sale, 16 Dec 2009, Lot 63, where acquired by Peter Lole The Peter Lole Collection Illustrated by Nicholson (1995), p.89, pl.72.

This goblet is believed to be unique but it is not known who commissioned it from the Newcastle-based Beilby family of glass enamellers. Maritime links between Leith and Newcastle were well established in the 18th century and it would have been a straightforward matter for a Leith-based merchant to commission the piece.







250 (detail)

250 AN INSCRIBED JACOBITE WINE GLASS circa 1750

The rounded funnel bowl engraved with a six-petalled rose and two buds and inscribed 'Turno Tempus erit', the reverse with a star and 'Fiat', the multiple spiral airtwist stem with shoulder and centre knops, the foot engraved with a thistle and 'Redeat', *14.8cm high* (minor chips to the foot)

£3,000 - 4,000 €3,500 - 4,600 US\$3,900 - 5,200

Provenance

A French private collection Bonhams sale 1 May 2013, Lot 109, where acquired by Peter Lole The Peter Lole Collection

This is one of a pair of identical glasses purchased together in France and it is interesting to note that sets of Jacobite glasses have often been discovered in France. The Jacobite mottoes *Redeat* (May he return) and *Turno Tempus erit* (For Turnus there shall be a time) are occasionally found together on these attractive glasses. Geoffrey Seddon, The Jacobites and their Drinking Glasses (1995), p.110 suggests that Turnus probably refers to the Duke of Cumberland, with the implication that the Hanoverian victory might be shortlived. Seddon illustrates an identical inscription on a glass which he attributes to engraver A.





251 A JACOBITE GLASS

circa 1750

The funnel bowl engraved with a single rose and bud, on plain stem and conical foot, *15cm high.*

£300 - 500 €350 - 580

US\$390 - 650

Provenance

The Peter Lole Collection

252

A JACOBITE PLAIN STEM CORDIAL GLASS

circa 1750 With funnel bowl on plain stem and domed foot, the bowl crudely engraved with single rose bud, *18cm high*

£200 - 300

€230 - 350 US\$260 - 390

Provenance

The Peter Lole Collection

253

A JACOBITE CORDIAL GLASS

circa 1750

The trumpet bowl engraved with rose, oak leaf and motto 'Fiat' and a star, on an airtwist stem and conical foot, *15cm high.*

£300 - 500 €350 - 580 US\$390 - 650

Provenance The Peter Lole Collection







254 (detail)

254

A RARE ENGRAVED JACOBITE 'EMPTY BUD' WINE GLASS circa 1750

The round funnel bowl decorated with an heraldic rose and a rare empty bud, set on a tall plain stem with large elongated tear, on a folded domed foot, *16.8cm high*

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

Provenance

The Mortimer Collection Bonhams sale, 16 December 2009, lot 44, where acquired by Peter Lole The Peter Lole Collection

Literature

Illustrated by Arthur Churchill Ltd, Glass Notes No.11 (1951), p.19, fig.23

In his Glass Notes in 1951, E Barrington Haynes published seven examples of Jacobite glasses where a rose is accompanied by a distinctive empty bud. The roses are mostly the earlier multi-petalled versions and from this Barrington Haynes supposed the glasses featuring empty buds might pre-date 1745. He was unable to propose an explanation for the empty bud, except to say that it was clearly intended and must have had a hidden meaning. Geoffrey Seddon in his 1995 book referred to Churchill's Glass Notes but he also did not offer an explanation. He did, however, increase the number of known examples to ten.





255

AN ENGRAVED 'FRIENDLY HUNT' FIRING GLASS

circa 1750

The drawn flared trumpet bowl inscribed "THE FRIENDLY HUNT" flanking a floral sprig, over a solid conical foot, *9cm high.*

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

Provenance

Bonhams, The Ron and Mary Thomas Collection, 4 June 2008, lot 39 Bonhams, Fine British & European Glass & Paperweights, 3 June 2009, lot 188, where acquired by Peter Lole The Peter Lole Collection

Another glass from the same set is illustrated by Geoffrey Seddon, The Jacobites and Their Drinking Glasses (1995), p.120, pl.86; See also Arthur Churchill Ltd, History in Glass exhibition (1937), pl.20, no.92. Together with the present lot at least four other examples exist, including one in the Victoria and Albert Museum and another in the Harding Collection, Christchurch, Oxford. For further details see the article by Peter Lole, 'A Digest of the Jacobite Clubs' in the papers of the Royal Stuart Society. The Friendly Hunt was a Worcestershire meet, probably connected with a Jacobite society in Worcester known as the Friendly Association. Founded in 1747, the Association met annually in rotation in the neighbouring towns of Droitwich, Bromsgrove, Kidderminster and Stourbridge. 256

256 AN FN(

AN ENGRAVED JACOBITE OPAQUE-TWIST FIRING GLASS circa 1765

The ogee bowl decorated with a crowned thistle, set on a doubleseries stem and solid conical foot, *9cm high*.

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

Provenance

Sotheby's, March 1984 Bonhams sale, 15 Dec 2010, lot 110, where acquired by Peter Lole The Peter Lole Collection





257

AN ENGRAVED JACOBITE TUMBLER

circa 1765

The flared cylindrical form with solid base decorated with an heraldic rose and bud, the reverse with a bird in flight holding a branch of laurel in its beak, *13cm high.*

£700 - 900 €810 - 1,000 US\$910 - 1,200

Provenance

The Ron and Mary Thomas Collection of English Glass, Bonhams sale, 4 June 2008, Lot 94, where acquired by Peter Lole The Peter Lole Collection

According to Geoffrey Seddon, The Jacobites and their Drinking Glasses (1995), the decoration on the present lot may be attributed to Engraver A in the author's nomenclature

258 A RARE JACOBITE TUMBLER

circa 1770

Of slightly flaring form, engraved with a formal rose-like flower below a neoclassical border and the inscription 'Prince Charles Down With The Rumps', *12cm high* (cracked).

£400 - 600 €460 - 700 US\$520 - 780

Provenance

The Seton Veitch Collection, Delomosne and Son Ltd, 22 September 2008, catalogue no. 12a, where acquired by Peter Lole. The Peter Lole Collection

For the significance of the motto "Down with the Rump" see the footnote to Lots 264 and 275 in this sale.

259

A JACOBITE WINE GLASS

circa 1750 The funnel bowl engraved with rose and thistle sprays, on plain stem and conical foot, *16cm high.*

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance The Peter Lole Collection



260 (detail)

260

AN ENGRAVED LIGHT-BALUSTER WINE GLASS

mid 18th century

The rounded funnel bowl engraved with a thistle and the inscription 'NEMO ME IMPUNE LACESSET' (no one wounds (touches) me with impunity), set on a tall slender teared multi-knopped stem incorporating a beaded inverted baluster, over a conical foot, *18cm high.*

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

Provenance

Bonhams sale, 21 May 2014, lot 80, where acquired by Peter Lole The Peter Lole Collection

Although misspelt, the inscription is the motto of the Order of the Thistle. This Scottish Order of Chivalry, the perquisite of Scottish kings and high nobility, was linked to the Jacobite political movement. The Order of the Thistle was established in the late 17th century and revived by Queen Anne. Knights of the Order would have been appointed by the monarch, and it is possible that this glass was commissioned by one of them. A glass engraved with a thistle and the same motto was sold in these rooms, 2 June 2004, lot 95, and in The Scottish Sale, 23 August 2006, lot 482. Another glass with comparable engraving of a thistle and the same motto is in the collection of the Philadelphia Museum of Art, accession no. 1953-29-9.

Peter Lole, in unpublished notes on this glass speculates that this glass is probably Dutch in origin and also engraved in Holland. He speculates that the glass was perhaps made for export, presumably to Scotland, or for a Scot resident in Holland or Northern Europe. This person might have been a Jacobite Knight of the Thistle or a Scot who wished to emphasize his adherence to the Stuart monarchy. In the first category there were at this time only two non-royal survivors, both coincidentally created knights in 1725 by James III & VIII: the troublesome James Murray, Earl of Dunbar, who died at Avignon in 1770 and George Keith, 10th Earl Marischal, who lived until 1778. Prince Charles is also a possible candidate. For a Scot who was not a Thistle Knight but who resided in Holland and was a committed and exiled Jacobite, Lord George Murray, who died at Medemblik in 1760 is also a possibility.



260



262

AN ENGRAVED FACET STEM JACOBITE CORDIAL GLASS circa 1770-80

The ogee bowl with rose and bud, a leafy spray with berries to the reverse, diamond faceted stem with central swelling and faceted conical foot, *14cm high*.

£200 - 300 €230 - 350 US\$260 - 390

Provenance

Bonhams sale, 3 June 2009, lot 243, where acquired by Peter Lole The Peter Lole Collection

In addition to the engraved rose and bud, the cutting pattern forms a formal rose when viewed from above.

261 A RARE ENGRAVED JACOBITE AIRTWIST WINE GLASS circa 1750

The round funnel bowl decorated with an heraldic rose and thistle below a crown, set on a double-knopped stem and conical foot, 15.4cm high

£3,000 - 4,000 €3,500 - 4,600 US\$3,900 - 5,200

Provenance

The A.C. Hubbard Jr. Collection Bonhams sale, 30 November 2011, lot 64, where acquired by Peter Lole The Peter Lole Collection

The rose and the thistle blooms issue from a single stem. Seddon in his book The Jacobites and their Drinking Glasses illustrates an identical crown, on page 101, which he attributes to engraver D.

Literature

Illustrated by Ward Lloyd, A Wine Lover's Glasses (2000), p.82, pl.108(a) and pp.83 and 84 $\,$



262

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.

AN ENGRAVED CYCLE CLUB FACET STEM WINE GLASS FOR PHILIP EGERTON

circa 1770

The drawn ogee bowl inscribed P.Egerton in copper-wheel and diamond-point, the base cut with petal flutes over hexagonal facets and a conical foot, *14.5cm high*.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance

Robert H. Vaughan (1723-91), Nannau, and thence by descent Tamlyns Auctioneers, Bridgewater, 9 December 2008, lot 21 Bonhams sale, 16 December 2009, lot 110, where acquired by Peter Lole

The Peter Lole Collection

Possibly for Philip Egerton (1694-1776).

THE CYCLE CLUB GLASSES

The present lot comes from a group of thirteen important wine glasses used by members of the Cycle Club which have descended from the Vaughan family of Nannau in North Wales (see P.Lole, 'Limpid Reflections', Glass Circle News, no.118, March 2009, pp.7-8). With its members' close political support of the Stuart cause, the Cycle Club is strongly associated with Jacobite glass. Each of the wine glasses bears the name of a member of the Cycle, including that of the arch-Jacobite Sir Watkin Williams Wynn, recorded in the twentysix meetings held by a separate host from 2 July 1770 until 8 July 1772 of which 26 people were present. Twelve of the names on the set of thirteen glasses are featured on a contemporary card rota with the owner of the glasses, Robert H. Vaughan acting as host on 24 June 1771. The thirteenth inscribed glass for Philip Egerton of Oulton (1694-1776), does not feature on the rota, but as by far the oldest member - he would have been 76 at the commencement of this Cycle - he was presumably excused from hosting a meeting.

Four of the glasses are now in the National Museum of Wales, Cardiff. The set included glasses for Sir Watkin Williams Wynn (1748-89; President of the Cycle); Hon. R. Barry (1719-87); Hon. I.S. Barry (1725-84); T. Bycot (d.1798); P. Davies; R.P. Price (1736-82); B. Read; R.P. Thelwall (1720-75); W. Williams (d.1808); Dr. Wynn (?1745-96?); O. Wynne (1742-82); P. Egerton of Oulton (1694-1776). Hartshorne (1897) records that at Oulton there survived a set of ten Jacobite glasses of circa 1750, which were used at Cycle meetings together with a tabernacle portrait of Prince Charles by Giles Hussey. Unfortunately, Oulton Park was burned down in a disastrous fire in the 1920s, and the glasses may not have been saved. It has been suggested that some Clubs, and the Cycle in particular, had duplicate sets of glasses at different venues, and this discovery of a set of Cycle glasses at the Vaughans of Nannau seems to confirm this belief.

Further evidence to support this proposition may perhaps be observed in the two group portraits painted by Sir Joshua Reynolds of The Society of Dilettanti, dating from 1778-79, now hanging in Brooks' Club in London. Sir Watkin Williams Wynn, Bart, can be seen on the extreme left-hand side of one of the paintings whom along with fellow members of the Dilettanti, including Sir William Hamilton, are clearly holding facet-stem wine glasses of the type used by the Cycle. Unfortunately, the Dilettanti glasses do not appear to be inscribed.



263



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264 (details)

This item is a rare example of a diamond point engraved Jacobite glass and is related to the celebrated Amen glasses. The lightness of the engraving on the rim of the bowl suggests it was intended to be disguised.

There is documentary evidence for the toast "Down with the Rump" being used amongst Jacobites in the period 1745-53. There is for example, in the Manchester Magazine, December 13th 1748, an account of a riot in which Jacobite huntsmen used this slogan.

A saltglaze stoneware mug, sold by Bonhams on 2 June 2004, lot 124 was inscribed 'Princes's Charles's Healt Down with the Rump'. Robin Nicholson, in an article on 'Engraved Jacobite Glasses' for The Magazine Antiques, June 2003, cites an Oxford newspaper of 1753 where an imaginary account of a Jacobite club meeting is given: '.... The Society being met and the cut Glasses representing the Figure of the Young Chevalier drest in Plaid being brought in, a Bottle to each Member was coiled for. The following Toasts were then proposed from the Chair and drank round by the Company: The King, the Prince, the Duke, Speedy and Happy, down with the Rump, Damnation to Hanover, Optima Dido and many others'.

264

264

A DIAMOND POINT ENGRAVED JACOBITE WINE GLASS circa 1745

The bell-shaped bowl on a plain stem and conical foot, the bowl inscribed around the rim in diamond point 'God Bless Prince Charles & Down with the Rump', the foot engraved "P Charles, P#C# and I R B" 16.5 cm high

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

Provenance

Sotheby's, 14 April 1992, lot 71. £2,860 The Peter Lole Collection

265 A WINE GLASS OF JACOBITE INTEREST

circa 1750

The trumpet bowl engraved with a well-defined sunflower issuing from a rose spray, on plain stem and conical foot 17.5cm high.

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance

The Peter Lole Collection

A glass with a sunflower and of similar composition is illustrated by Seddon, page 127.

266

THE TALES OF THE WHITE COCKADE "OVER THE WATER TO CHARLIE"

by Barbara Hutton, 1870, with McKenzie tartanware covers, height 18cms; and a tartanware circular box and cover by Smith of Mauchline, with Prince Charlie tartan, the cover applied with a photgraph of a sculptural group, 9cm wide, (3 1/2in wide, (2)

£200 - 300

€230 - 350 US\$260 - 390

Provenance

The Peter Lole Collection

267

OF JACOBITE INTEREST: CULLODEN HOUSE

A Purchaser's Catalogue, 1897, bound in tartan with morocco spine, together with an exhibition catalogue for the Scottish Exhibition 1911, Palace of History, 1911, both with manuscript notes by Peter Lole, (2)

£200 - 300 €230 - 350 US\$260 - 390

Provenance

The Peter Lole Collection

The 1911 Glasgow International Exhibition featured an important array of Jacobite glasses, all of which are listed in the catalogue.

268

OF JACOBITE INTEREST: A WOODEN AND GLASS PASTE DESK SEAL

early 19th century,

with turned rosewood handle and brass tip, the applied glass tablet centred with a thistle and the motto Dinna Forget, 2.5cms wide, 4.5cm high, together with a brass fob seal, early 19th century, inscribed "we bloom today, tomorrow we die", and a rose spray,

£200 - 300 €230 - 350 US\$260 - 390

Provenance

the first: Bonhams, The Scottish Sale, 20 Aug 2009, where acquired by Peter Lole The Peter Lole Collection



265

269

BOOKS OF JACOBITE INTEREST

LANG (ANDREW) Prince Charles Edward Stuart, NUMBER 825 OF 1000 COPIES, chromolithographed frontispiece, plates, bookplate of John Franis Power, contemporary red morocco by Burman, Cooper & Co., upper joint cracked, folio, Edinburgh, William Brown, 1900; idem, another copy, New Edition, frontispiece, Longmans, Green, 1903--DRUMMOND NORIE (WILLIAM) The Life & Adventures of Prince Charles Edward Stuart, 4 vol., plates, publisher's blue decorative cloth gilt, Caxton, [1903]--JOHNSTONE (JAMES CHEVALIER) Memoirs of the Rebellion in 1745 and 1746, third edition, engraved plates, folding map, bookplate of Fitzherbert Macdonald, later half calf, t.e.g., Longman Hurst, 1822--RUVIGNY AND RAINEVAL (MARQUIS) The Jacobite Peerage, publisher's cloth, Edinburgh, T.C & E.C. Jack, 1904--TERRY (CHARLES SANDFORD) The Albemarle Papers, 2 vol., lithographed frontispiece, New Spalding Club, 1902--TAYLER (ALISTAIR, and HENRIETTA) The Jacobite Cess Role for the County of Aberdeen in 1715, folding map, plates, Third Spalding Club, 1932, publisher's green cloth gilt, Aberdeen, 4to & 8vo (7)

£150 - 250 €170 - 290 US\$200 - 330

Provenance

The Peter Lole Collection, many with ownership inscription.





272 (part lot)



271 (part lot)

270 AFTER ALLAN RAMSAY, 19TH CENTURY

Prince Charles Edward Stuart in armour oil on canvas 128 x 102cm (50 3/8 x 40 3/16in).

£3,000 - 4,000 €3,500 - 4,600 US\$3,900 - 5,200

Provenance

Sale; Bonhams, The Scottish Sale, 17 August 2010, lot 2, where acquired by Peter Lole The Peter Lole Collection

271

AN ENGRAVING OF CHARLES EDWARD STUART By J. G. Will after L. Tocque And another engraving of Charles Edward Stuart. (2)

£700 - 900 €810 - 1,000 US\$910 - 1,200

Provenance

Lyon & Turnbull, Jacobite, Stuart and Scottish Applied Arts, 13 May 2015, lots 34 and 35 where acquired by Peter Lole The Peter Lole Collection

272

MISCELLANEOUS 18TH/19TH C PORTRAIT ENGRAVINGS AFTER RAMSAY, KNELLER ETC

to include The Earl of Stair, Lord Keith and Marie Stuart (6)

£700 - 900 €810 - 1,000 US\$910 - 1,200

Provenance The Peter Lole Collection





273 (detail)

OF JACOBITE INTEREST: A DOCUMENTARY 18TH CENTURY FRENCH TORTOISESHELL AND SILVER SNUFF BOX Circa 1740

Of cartouche shape, the lid with silver butterfly hinge and applied with an oval silver disk engraved with the Royal Arms of Scotland with two unicorns as supporters, above a ribbon inscribed *"Nemo Me Impune Lacessit"*. Inside the lid is a further silver label, of 19th century date inscribed, *Presented by Prince Charles Edward Stuart in 1746 to Lady Seaforth and by her to Mrs Mackenzie of Muirton"*, contained in the original green stained fish skin case lined with ivory silk and with silver hinge and clasps,

7.5cm widecm wide, (2 1/2in wide,

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100

Provenance

Gifted to Lady Seaforth, Brahan Castle, by descent Lord Kenneth Mackenzie, Earl of Seaforth Lord Thomas Mackenzie Humbertone Lord Francis Mackenzie Humberton Mary Frederica Elizabeth Mackenzie and James Alexander Stewart Mackenzie M.P



273 (detail)

Private collection

Lyon & Turnbull, Scottish Silver & Accesories, 18 August 2014, lot 214 where acquired by Peter Lole The Peter Lole Collection

Whilst one must be sceptical of assertions that items were presented by, or used by Prince Charles, however, in this case there is circumstantial evidence that lends support to the claim. Peter Lole's research into this box established that Lord Echo, in his book *A Short Account of the Affairs of Scotland in the Years 1744-46* reports on page 414 "the Prince, since his return from Elgin had remained close at Inverness, except one day he went to Braan Castle to pay a visit to Lady Seaforth". Brahan Castle, the seat of the Seaforths is now demolished but was located just over twenty miles North West of Inverness so it would have been perfectly accessible for a brief visit. "The Muster Roll" tells us that William Mackenzie of Murton was a Captain in the Earl of Cromartie's regiment and Mrs Mackenzie of Muirton was either his widow or a descendant.





274 (reverse inscription)

274 OF JACOBITE INTEREST: A GOLD MEMORIAL RING FOR JAMES DRUMMOND, EARL OF PERTH

with central rectangular plaque which has a glazed panel enclosing plaited hair and within banded black enamel border, with engraved inscription to the reverse "James Drummond, Earl of Perth, 1746", the shoulders with wirework detail to a reeded band, size O, plaque measuring approximately 20 x 15 mm

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

Provenance

Family collection, Viscount Strathallan, Stobhall Castle Private Collection Lyon & Turnbull, Jacobite, Stuart and Scottish Applied Arts, 13 May 2015, lot 78 where acquired by Peter Lole The Peter Lole Collection

This ring commemorates the 6th Earl, and third Duke of Perth, whose titles were only recognised by the Jacobite community. As soon as Prince Charles Edward arrived in Scotland in July 1745 Perth declared his allegiance. Awarded lieutenant-general of the highland army, Perth participated in the successful Battle of Prestonpans. However, as the tide turned in Inverness-shire Perth fled the battle of Culloden and was taken aboard the French frigate ship La Bellone, which had arrived with supplies for the highland forces. Worn out by the campaign he died at sea on 13 May of 1746.



275 A PAIR OF JACOBITE SILK GARTERS,

circa 1745-1750

Each woven in coloured silks and inscribed "GOD BLESS P.C. AND DOWN WITH THE RUMP" the two garters still joined by their uncut selvedges

accompanied by a letter from the Victorian and Albert Museum dated 1957, confirming their authenticity.

£2,000 - 3,000 €2,300 - 3,500 US\$2,600 - 3,900

Provenance

Lyon & Turnbull, Jacobite, Stuart and Scottish Applied Arts, 13 May 2015, lot 112 where acquired by Peter Lole The Peter Lole Collection

Silk garters such as these were produced during the ten or so years after the battle of Culloden in 1746 and there are reasons to believe that at least some of them were produced in Manchester. There are references to the production of similar items in various local publications, including the Manchester Magazine of 30th December 1746 in which a satirical letter appeared stating 'Several looms have lately been employed to furnish watch strings and garters with this elegant motto ''God preserve P.C and down with the rump''.

The slogan was a popular one amongst Prince Charlie's supporters, the rump being a derogatory term for the Hanoverian establishment against which they were fighting. It was recorded by the same magazine in 1748 that the motto was used by Jacobite supporters during a riot in the city. While this was a more public display of contempt for the Hanoverians, these garters were more likely to have been worn at secret meetings of the Bonnie Prince's supporters, rather than during public appearances which would have proved dangerous.

A few related examples have survived. The Victoria & Albert Museum have an example from the same period featuring the motto 'Our prince in brave and our course is just.' (T.121-1931), as well as a pin cushion with the same motto as this lot (T.120-1931). A pair, of identical form, are also in the British Museum's collection (1893,0205.58). However, the condition and fact that the present garters have not been separated makes this example highly unusual.





276

OF JACOBITE INTEREST: A LOCK OF PRINCE CHARLES EDWARD STUART'S HAIR

the lock of hair in simple scroll, within a 19th century European marquetry wooden frame decorated with two griffins and a pendant swag,

frame 9.2cm wide, 10cm high (3 1/2in wide, 3 1/2in high)

£600 - 800 €700 - 930 US\$780 - 1,000

Provenance

Crown Prince of Bavaria Gifted to Rev Dr Donald Orman Harold Moyse Gifted to Mrs Shelagh MacLeod (nee Boyd) By direct descent Lyon & Turnbull, Jacobite, Stuart and Scottish Applied Arts, 13 May 2015, lot 50 where acquired by Peter Lole The Peter Lole Collection

When sold at Lyon & Turnbull the lock of hair had an accompanying letter (now missing) stating 'This is a genuine lock of Prince Charles Edward Stuart's (Bonnie Prince Charlie) hair. It was given to the Rev Dr Donald Omand, an Anglican Priest, by the ex crown Prince of Bavaria, whose mother was a member of the Stewart Clan'. The text of the letter read;

The Rev Dr Donald Ormand requested that it should be given to me, Harold Moyse, who is of Scottish descent at my death it must be given to a Scot whom I shall name. Should the person named below refuse to accept it, it must be given to a museum in Edinburgh which has the only other lock of the Princes hair in existence. The person whom this is to be given is Mrs Shelagh MacLeod (nee Boyd) of 19 Clunie Street Banff, Grampian AB4 I47. If unable to trace there refer to her parents 'RedLaugh' West Main Street Blackburn W.Lothian'

277

OF JACOBITE INTEREST: A SILK RIBBON

woven in lavender, pink, yellow and green on an ivory ground, this section showing four repeats, each depicting a highlander holding a targe and sword, mounted on a green cushion, 3.5cm wide, 36.5cm high (1in wide, 14in high)

£500 - 700 €580 - 810 US\$650 - 910

Provenance

Delehar, 146 Portobello Road, London, 15 December 1999, £700 to the Earl of Perth. Bonhams Sale, Stobhall, The Property of Viscount Strathallan, 2 May 2012, lot 333, where acquired by Peter Lole The Peter Lole Collection

Compare with a smaller section of this weave showing a single repeat sold by Lyon and Turnbull 13th May 2015 and Fingask Castle, 26th - 28th April 1993, Christie's Scotland, extra lot not in catalogue which sold for £1,063

277

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



OF JACOBITE INTEREST: A JACOBITE SILVER MEDALLION

Princess Clementina, escape from Innsbruck. Ottone Haerani, (1694-1764), struck 1719, Obverse; Princess Clementina, Reverse; Princess hurriedly escaping in a carriage with Rome in the distance, *47.8mm diameter*

£400 - 600 €460 - 700 US\$520 - 780

Provenance

Lyon & Turnbull, Fine Furniture and Works of Art, 2 May 2018, lot 15, where acquired by Peter Lole The Peter Lole Collection

James, the Old Pretender sent Charles Wogan to scour the courts of Europe for an appropriate bride. By 1718 he had arrived at the Sobieski Court in Ohlau and an agreement was made that Clementina would become his bride. The now betrothed Clementina travelled incognito to meet James in Bologna with her mother accompanied by James Murray. However, word had reached King George of the planned union and he was rightly worried about the future of the Stuart line. In order to frustrate the union he ordered Emperor Charles VI to hold the wedding party at Innsbruck. By September both Clementina and her mother were being held prisoner in Innsbruck by which time James had arrived in Bologna to meet them. On hearing the news, in October, he sent Charles Wogan to rescue his bride. Wogan saved the Princess, substituting her for a maid servant. They both fled to Bologna to meet James, who by this time had left as there was hope of support from Spain. Clementina was married to James in Bologna by proxy with James Murray standing in his stead before they left to meet with James.

279

OF JACOBITE INTEREST: A JACOBITE SILVER MEDALLION

Charles Edward Stuart and Henry Benedict, Duke of York. The Legitimacy of the Jacobite Succession. By O. Hamerani. Struck circa 1737-1740. HVNC · SALTEM EVERSO · IVVENEM (at least permit this youth to repair the ruins of the age, –adapted from Virgil), laureate and armored bust of Charles right, wearing ermine mantle / TRIPLICIS · SPES TERTIA · GENTIS (the third hope of a triple nation), draped and armored bust of Henry right. 45mm diameter, 53g

£300 - 500 €350 - 580 US\$390 - 650

Provenance

The Peter Lole Collection

The fourth and final Jacobite heir to publicly claim the thrones of England, Scotland, and Ireland, Henry Benedict Stuart was the younger son of the Old Pretender, James "III and VIII," and brother of the Young Pretender, Charles "III." Created the Duke of York by his father, he remained removed from the politics of the Jacobite movement, and was made Cardinal-Bishop of Frascati in Italy where he spent his life in exile. Upon his elder brother's death in 1788, those within his camp as well as the movement styled him as Henry IX of England and Ireland and Henry I of Scotland. He never referred to himself publicly in this manner, however, and the papacy did not recognize him as the legitimate heir to the respective thrones. Dying childless in 1807, the Jacobite line of succession then passed to Henry's nearest blood relative (the great-great-grandson of Charles I), Charles Emmanuel IV of Sardinia.











282

280

OF JACOBITE INTEREST: A COPPER CHARLES EDWARD STUART OAK SOCIETY MEDALLION THOMAS PINGO (1714-1776), STRUCK 1750

Obverse; bust of Prince Charles

Reverse; a blasted and regenerating oak tree with title Revirescit and dated 1750, 34 mm diameter

£300 - 400 €350 - 460 US\$390 - 520

Provenance

Lyon and Turnbull, Edinburgh, 2nd May 2018, lot 21 The Peter Lole Collection

The Oak Society was one of the many pro-Jacobite clubs which sprang up after Culloden. The members met in London at the Crown and Anchor Tavern at the corner of Arundel Street and The Strand and unusually had lady members.

The Revirescit motto had been used throughout the 17th century celebrate the resurgence of the Orange dynasty after the assassination of William the Silent.

281

OF JACOBITE INTEREST: A TOUCHPIECE OF JAMES III

An Italian made example, the obverse depicting a ship sailing from left to right against the wind and the legend 'IAC.III.D.G.M. B.F.ET.H.R.', the reverse depicting St Michael slaying the dragon, silver, EF, W02/R2, diameter 2.2cm.

£300 - 500 €350 - 580 US\$390 - 650

Provenance

Glendining's, London, 'The Collection of Jacobite and Anti-Jacobite Medals and Stuart Touchpieces formed by Noël Woolf', 4th November 1992, Lot 212, £231 to A. H Baldwin & Sons Ltd., London. A. H Baldwin & Sons Ltd., London, 5th November 1992, £242 to The Earl of Perth. Bonhams, Stobhall, The Property of Viscount Strathallan, 2 May 2012, lot 85, where acquired by Peter Lole The Peter Lole Collection

282

OF JACOBITE INTEREST: A SILVER TOUCHPIECE OF JAMES II designed by John Roettier,

Woolf obverse die 2, reverse die 2, VF

£200 - 300 €230 - 350 US\$260 - 390

Provenance

Lyon & Turnbull, Scottish Silver & Accessories, 19 August 2013, lot 481, where acquired by Peter Lole The Peter Lole Collection

A GEORGE III PERTH SILVER MOUNTED COWRIE SHELL SNUFF MULL

£500 - 700 €580 - 810 US\$650 - 910

Provenance

Lyon & Turnbull, Scottish Silver & Applied Arts, 17 August 2016, lot 362, where acquired by Peter Lole The Peter Lole Collection

284

A GEORGE III SILVER WINE FUNNEL AND STAND

by Robert Gray, Glasgow, lacking date letter, circa 1820 Of conventional form with gadrooned rim and side clip, with a funnel stand by the same maker, height overall 15.5cm, weight 8.4oz. (2)

£300 - 500 €350 - 580 US\$390 - 650

Provenance

The Peter Lole Collection

285

PERTH; A GEORGE III SILVER WINE FUNNEL

by Robert Keay II, struck RK twice and double-headed eagle Of conventional form with attached clip, height 14.5cm, weight 3.7oz.

£400 - 600 €460 - 700 US\$520 - 780

Provenance

The Peter Lole Collection

286

PERTH; SIX 19TH CENTURY SILVER TODDY LADLES

various makers and dates, to include James Cornfute, Daniel McLean and Charles Murray Of fiddle, fiddle and shell and Old English pattern, and one colonial

toddy ladle , *weight 6oz*. (7) £450 - 550

€520 - 640 US\$590 - 720

Provenance

The Peter Lole Collection

287

A GEORGE III TWIN-HANDLED SILVER LEMON STRAINER

marks rubbed, makers mark indecipherable, Edinburgh 1818 The simply pierced oval bowl with gadrooned rim, to accentuated scroll and loop handles, *width 33cm*, *weight 3.9oz*.

£200 - 300 €230 - 350 US\$260 - 390

Provenance

The Peter Lole Collection

288

PERTH; A SILVER PUNCH LADLE AND SIMILAR TODDY LADLE

by Robert Keay, the punch ladle marked RK twice and double-headed eagle, (very rubbed) the toddy marked RK only, Both with part-twist whalebone handle and plain bowls, *length 42.5cm*

£200 - 300 €230 - 350 US\$260 - 390

Provenance The Peter Lole Collection

and 19cm respectively. (2)



289 PERTH; THREE SILVER WINE LABELS

By Robert Keay II, Each with two marks; RK, RK, Circa 1840 Each of cartouche shape, profusely engraved with scrolls and foliage and titled "PORT", "SHERRY" & "BRANDY" respectively, *length 5cm*. (3)

£600 - 700 €700 - 810 US\$780 - 910

Provenance

The Peter Lole Collection

290

PERTH; THREE SILVER WINE LABELS

By R & R Keay and Robert Keay II the first stuck R&RK twice, the second RK twice, the third RK twice Circa 1825-1840 The first of shaped rectangular form, die stamped with flowers and

foliage and titled MADEIRA, the second of cartouche form, engraved with foliate scrolls and titled SHERRY, the third of shaped rectangular form, engraved with scrolls and shells and titled PORT, the largest 5.3 cms wide. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

the Peter Lole Collection.

291

PERTH; A PAIR AND A SINGLE WINE LABELS

by R.& R. Keay and Robert Keay II the pair stamped RK twice, the third stamped R&RK twice circa 1825-1840 the pair of octagonal form, titled SHERRY and PORT respectively within a line border, the single titled HOLLANDS within a double line border, length 4.5cm. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

292 PERTH; THREE SILVER WINE LABELS

the first by James cornfute, the second by William Ritchie and the third by Robert Keay II, the first struck IC twice, the second struck WR with thistle and duty head, the third struck RK, circa 1780-1840 the first of navette shaped engraved MADEIRA within a bright cut border, the second of diamond shape engraved GIN and the third of cartouche form, die stuck with fruiting vine and scroll border and tilted WHISKY, 4.3cms wide. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

293

PERTH; THREE SILVER WINE LABELS

by William Ritchie each struck WR twice Circa 1800 each of rectangular form, engraved SHERRY, MADEIRA & BRANDY respectively, *length 5cm*. (3)

£500 - 600 €580 - 700

US\$650 - 780

Provenance

The Peter Lole Collection

294

PERTH; THREE SILVER WINE LABELS

by William Ritchie the first two struck WR twice, the third struck WR with thistle and duty head, Circa 1800

each of rectangular form, engraved SHERRY, CALCAVELLA & PORT respectively, the calcavella label engraved to the reverse with initial K, *length 5.5cm*. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole collection

295 PERTH; THREE SILVER WINE LABELS

by William Ritchie each struck WR twice, Each of gorget form, engraved BRANDY, MADEIRA & LISBON respectively within wriggle work border, *length 4.7cm*. (3)

£600 - 700 €700 - 810 US\$780 - 910

Provenance

The Peter Lole Collection

296

PERTH; THREE SILVER WINE LABELS

one by Charles Murray, the other two by John Pringle, the first struck CM and double headed eagle, the other two struck IP and doubleheaded eagle, circa 1825-30

each of rectangular form with canted angles, engraved WHISKY, BRANDY & RUM respectively, *length 4.5cm*. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

297

PERTH; THREE SILVER WINE LABELS

by James Cornfute, R&R Keay and Robert Keay II, the first stamped IC twice, the second stamped R&RK and the third stamped RK circa 1785-1840

The first of octagonal form, engraved BRANDY within a line border, the second of cartouche form, die-stamped with a fruiting vine and scroll border and titled WHISKY, the third of octagonal form, engraved *"Madiera"* within a line border , *length 4.5cm*. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

298 PERTH; FOUR SILVER WINE LABELS

the first by William Ritchie, the second by Charles Murray, the others by R&R Keay and Robert Keay II, the first stamped WR with double headed eagle struck twice, the second stamped CM with double headed eagle, the third and fourth each struck twice R&RK and RK respetively, circa 1800-1840

the first three of octagonal form and titled SHRUB, RUM and RUM respectively, the last of rounded rectangular form and inscribed *Lisbon, length 4cm.* (4)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

299

PERTH; THREE SILVER WINE LABELS

by William Ritchie the first two struck WR twice, the third struck WR once Circa 1800

each of rectangular form, the first engraved *Wt.WINE*, within a wavy border the others engraved *RUM* and *BRANDY* respectively, *length* 5cm. (3)

£500 - 600 €580 - 700 US\$650 - 780

Provenance

The Peter Lole Collection

300

PERTH; THREE SILVER WINE LABELS

including a pair by Robert Keay II of Perth

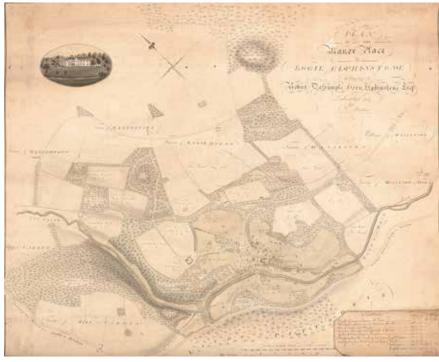
the pair of octagonal form, engraved for Whisky and Gin, (possibly reengraved), and struck RK twice, an example of shaped oval form diestruck with scrolls and shells by Elder of Edinburgh titled PORT, circa 1840 together with a crescent-shaped example with maker's mark ID, probably for James Douglas of Dundee, circa 1800, titled WHISKY and a small crescent-shaped example by Robert Gray of Glasgow but bearing Edinburgh marks, circa 1800, titled WHISKY (5)

£300 - 400 €350 - 460 US\$390 - 520

Provenance The Peter Lole Collection

Books, Maps, Manuscripts, Historical Photography and Prints

Lots 301 - 338



302

301 SCOTLAND

MERCATOR (GERARD) Scotiae Regnum, hand-coloured, doublepage engraved map, 350 x 455mm., [Amsterdam, 1595]

£400 - 600 €460 - 700 US\$520 - 780



301

302 • ESTATE MAP

BEATON (T. D.) Plan of the Manor Place of Logie, Elphinstone Belonging to Robert Dalrymple Horn Elphinstone Esq., *manuscript map drawn on one large sheet of paper, woodland and features coloured in green and grey, upper left-hand corner with decorative vignette of House of Logie and compass, lower right-hand corner with laid down contents outlining acreage of estate together with scale, the map extending from Farm of Westertown in the west, to Village of Whiteford in the east, Gallow Hill in the north to Lands of Pittodrie in the south, toning, losses to the binding at outer edges, a few isolated very small spots and holes, laid on linen, mounted on ebonised rollers, 900mm. x 744mm., 1821*

£400 - 600 €460 - 700 US\$520 - 780

Logie House, Elphinstone is located 40 miles north-west of Aberdeen. It was originally built in the mid-17th century as a fortified tower house and later renovated and expanded in the 18th century.

Sir Robert Dalrymple-Horn-Elphinstone, 1st Baronet, was born in 1766 and died in 1848.





303

303 DUNDEE IMPROVEMENT COMMITTEE

Photographic album containing albumen oval portrait with pasted on printed slip below, "With compliments Frank Henderson, Convenor of the Improvement Committee of the Dundee Police Commissioners, 1871-1880, a further 52 albumen photographs of street scenes of Dundee, some before and after the Improvement, with printed caption labels below, some dated 1873-1880, various sizes, mainly approx 110 x 200mm., contemporary red morocco gilt, upper board titled in gilt "Dundee Old & New", g.e., oblong album, approx 210 x 285mm., corners and spine rubbed.

£300 - 400 €350 - 460 US\$390 - 520

304 • ABERDEEN

SMITH (JOHN) Plan of the City of Aberdeen and It's Improvements with the Wet and Dry Docks and Other Works Connected with the Harbour, *hand-coloured double page engraved plan of Aberdeen, damage and restorations, 750 x 950mm.*, June 1810

£250 - 350 €290 - 410 US\$330 - 460



Mag it please our served Mans it place more sound . Man

305 SCOTLAND

Collection of documents pertaining to the settlement and administration of Scotland after the accession of William III, comprising (i) Letter (seemingly original) by the third Duke of Hamilton, as President of the Council, concerning Scottish shipping and trade ("... Ther are also many complaints mad to us by the Merchands of this kingdom that their shipps are stopped in Ingland, and the seamen necessarie for navigating therof are pressed & Seazed on ... "), 1 page, rodent-damage in upper margin, damp-staining to the lower, folio, Edinburgh, 15 December 1691; (ii) Original petition to William III (headed: "May it please your sacred Majestie"), signed by "Ard: Mure" [?Sir Archibald Muir of Thornton], issued "by warrand of the convention of Royall borrowes", complaining of "the project for setling a Linning manufactorie in this Kingdom by English hands" which "does threatten the prejudice of Our state"; with integral address-panel ("To The King") and closure seal, 1 page, dust-staining, folio, Edinburgh, 19 April 1692; (iii) Letter signed twice by the Lords Commissioners of the Treasury of Scotland, the Earls of Tweeddale (Chancellor), Drumlanria, Breadalbane and Linlithgow, addressed "for your selve" and superscribed "My Lord", the first part communicating papers concerning Lord Raith, the Deputy Treasurer ("...wee judged it not proper for us to communicat them to him, (altho of our number) it not being to be expected that he would concurr in many of them, wee belive that it will be obvious that they are for the good of his Majesties service..."), also enclosing the account of Sir Patrick Murray [Receiver of Customs], and seeking instructions as to bishops' rents; with a signed postscript on conjoint leaf; address panel, 2 pages, duststaining where folded and exposed, minor wear at folds etc., folio, Edinburgh, 29 June 1692; (iv) Commission issued to Colonel John Hill, signed by the Lords Commissioners of the Treasury of Scotland, the Earls of Tweeddale (as Chancellor), Linlithgow and Breadalbane, and by Lord Raith (signed again by Tweeddale in the margin), issued

in pursuance of the royal warrant of 24 November "to have the laws exercut in their full extent against the Captaine of the Clanronald" and that the Lords of the Treasury grant, warrant and commission "Collonell John Hill Governour of ffort william at Innerlochie to uplift the Rents & Dewties of his [the Captain of Clanranald's] estate"; written on two sheets of paper pasted together (with Tweeddale's second signature authenticating the upper portion); contemporary docket, *1 page, minor wear at folds, dust-stained where exposed, long folio* (580 x 29mm.), Edinburgh, 24 December 1692

£600 - 800 €700 - 930 US\$780 - 1,000

'THE LAWS EXERCUT IN THEIR FULL EXTENT AGAINST THE CAPTAINE OF THE CLANRONALD' – William III's government of Scotland in the year of the Massacre of Glencoe, targeted against the Clan Macdonald, as a supposedly exemplary measure. Orders for the massacre had been given to Colonel Hill (to whom the last of these documents is directed) in January 1692; with Hill authorising the measure the following month. Allan, 14th Chief of the Clanranald branch of the Macdonalds, had led 500 of his clansmen on the right wing of Dundee's army at the Battle of Killiecrankie in 1689, with his principal seat, Castle Tioram, being garrisoned by the English after the battle. He was spared Glencoe, which his branch did not attend, but was to be killed at the Battle of Sheriffmuir in 1715.

All of these documents bear the small paper collection seal of the 'Scot. Arch. & Hist./ I.E.G.' and inscribed in ink "No 121/2" [for the International Exhibition Glasgow, 1901].

1317. Bonnyton Farmer, Enemy Curciaft Caglesham, Fild Ruddf Thes

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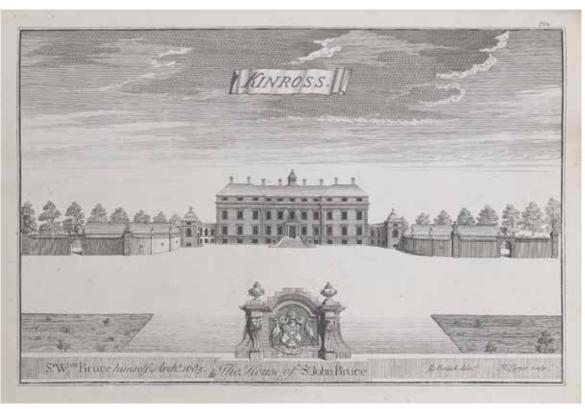
WORLD WAR II - HESS IN RENFREWSHIRE

Fire Record Book of the Firemaster at No 1 Darnlev Station. Renfrew, kept by James Whitelaw, Watchroom Attendant, on behalf of Firemaster Charles Angus, beginning on 10 January 1939 and running until 9 November 1948, the entries for opening 68 recording cases for 7 to 14 May 1941, namely on 7 May the deployment of a motor pump to extinguish fire on grassland at the Castlemilk Estate caused by "Children playing with fire"; on 9 May another deployed to extinguish a fire caused by "Spark from open joint in vent"; 10 May "Motor Pump AFS. Unite No 4" deployed to extinguish fire caused by crash landing ("...Firemen with 1st Aid Reel from Dennis Pump, and Soda/ Acid Extinguisher..."), returning at 0106 hours on 11/5/41, with a fuller account of the incident entered under the column headed 'Description of Building and Damage': "Messerschmidt [sic] 110. Twin Engine Monoplane Fighter. Aircraft partly destroyed by fire, and effect of crash landing. The Pilot Deputy Fuerhrer [sic] Rudolph [sic] Hess, who was the sole occupant of the machine, baled out just before the aircraft crashed. He was taken to Floors farm House suffering from a broken ankle, and was detained pending the arrival of a detachment of the Home Guard, when he was removed to Maryhill Military Barracks..."); and 14 May when a "Common Chimney fire" at 13 Florence Drive, Giffnock, was extinguished by a fireman deploying a stirrup hand pump; the volume also covering the air-raids on Renfrew and Barrhead on 13-14 March 1941 (see note below), most other entries of a more domestic nature ("...Electric cooker setting alight to cooking fat/ Spark from passing Locomotive/ Children playing with matches..."); kept in a single hand throughout, with index (later entries of which in a different hand), stationer's ticket of Alexander Gardner Ltd., Paisley, dated 10/1/[19]40, some 200 numbered openings (c.400 pages), light dust-staining, and thumbing to Hess entry, half-calf, folio, No 1 Darnley Station, Renfrew, 10 January 1940 to 9 November 1948

£400 - 600 €460 - 700 US\$520 - 780

'MESSERSCHMIDT 110, TWIN ENGINE MONOPLANE FIGHTER, AIRCRAFT PARTLY DESTROYED BY FIRE... THE PILOT DEPUTY FUERHRER, RUDOLPH HESS, WHO WAS THE SOLE OCCUPANT OF THE MACHINE... DETAINED PENDING THE ARRIVAL OF A DETACHMENT OF THE HOME GUARD' – Rudolf Hess crash-lands in Scotland, twelve miles from Dungavel House, where he hoped to broker peace with the Duke of Hamilton. The Duke was a renowned aviator and sportsman, who before inheriting the title had served as MP for East Renfrewshire. In this capacity he had been part of a parliamentary delegation attending the Berlin Olympics, where he had met Hess's personal advisor, Professor Albrecht Haushofer. On the outbreak of war, he became a full-time officer in the RAF, being promoted group captain in 1941. Notwithstanding which: 'Unbeknown to the new duke, in the autumn of 1940 Haushofer had told Hess that Hamilton "had access, at all times, to all important persons in London, even to Churchill and the King". Hess, who had conceived of the idea of negotiating a peace settlement between Britain and Germany, asked Haushofer to write to Hamilton, a letter which received no reply. On 10 May 1941, the same evening that the House of Commons was bombed, Hess parachuted into Scotland, gave a false name, and asked to see the duke of Hamilton, whom he had never met before. On 11 May Hess admitted to Hamilton that he was on a "personal unauthorised mission", but claimed that he knew what Hitler's peace terms would be. Hamilton at once flew south to report to the prime minister, who was then at Ditchley Park. Churchill found Hamilton's report hard to believe, saving, "Well, Hess or no Hess, I am going to see the Marx Brothers". However, later that night he had a long interview with Hamilton, and Hess was identified and treated as a prisoner of war (Selkirk of Douglas, ODNB). Tried at Nuremburg, Hess was to spend the rest of his life in Spandau Prison.

The present volume was rescued from destruction by the owner's father, while serving as a fireman at Darnley Station in 1963. Old logbooks were being burned to clear space and, noticing that it covered the war years, he was granted permission by the station commander to keep it; only noticing afterwards that it covered the Hess flight. It is discussed in an article printed in Strathclyde Fireman, No.4 January 1979, p.4 (see the graemekirkwood.co.uk website); where it is stated that 'Both Mr Taylor and another ex-Darnley fireman, Mr George Buchanan of Barrhead, said that the Fire Record Book was filled in by the station's watchroom attendant, Mr James Whitelaw, who died about five years ago'; and that 'It seems unlikely that the book was actually written up at the time the appliance returned to the station, because it was the Firemaster's personal chronological record of the incidents the Darnlev firemen attended' (the Firemaster in question being Charles Angus). Although written up by the watchroom attendant, it clearly represents Firemaster Charles Angus's own record, as the following passage demonstrates: "From experience I have had from Thursday night's 'Blitz' tenement roofs especially valley gutters are very liable to be hit by incendiary bombs without being noticed until they have done their job. Tackling an incendiary bomb with a stirrup pump on the sloping roofs of large and lofty tenements is a job for a trained fireman"; the entry concluding: "I have to record my very sincere thanks to the Officers and Men of the Auxiliary Fire Brigade for the splendid effort and indefatigable service rendered, in coping with the various outbreaks of fires in the Burgh of Renfrew & Eastern Area" (pp.61-61).



307

307 •

ADAM (WILLIAM)

Vitruvius Scoticus; Being A Collection Of Plans, Elevations, And Sections Of Public Buildings, Noblemen's And Gentlemen's Houses In Scotland, *list of plates, 178 of 179 engraved plates (several double-page or folding), multiple repairs, rubbed, later red half morocco, rubbed, folio (552 x 334mm.),* Edinburgh, Adam Black and J. & J. Robertson, [1810]

£1,500 - 2,000 €1,700 - 2,300 US\$2,000 - 2,600

William Adam (1689 - 1748) is known as one the most famous and successful Scottish architects to have ever lived; designing and building numerous country houses and buildings around Scotland, including Hopetoun House, near Edinburgh and Duff House in Banff.

308 •

SCOTLAND

GROSE (FRANCIS) The Antiquities of Scotland, 2 vol., *engraved pictorial titles and plates, folding engraved map, contemporary calf, rebacked, 4to,* Hooper & Wigstead, 1797--FOSTER (JOSHUA JAMES) Concerning the Portraiture of Mary Queen of Scots, NUMBER 23 OF 45 COPIES, *colour plates, publisher's pictorial morocco, rubbed, folio,* Dickinsons, 1904--BURNS (EDWARD) The Coinage of Scotland, ONE OF 500 COPIES, 3 vol., *later cloth, 4to,* Edinburgh, Adam and Charles Black, 1887 (3)

£300 - 500 €350 - 580 US\$390 - 650

309 • HUTCHINSON (THOMAS)

An Essay on The Life and Genius of Robert Burns, AUTHOR'S PRESENTATION COPY, armorial bookplate of Walter Hamilton, F.R.G.S, ink ownership inscription 'Walter Hamilton, 1889' to front free endpaper, ink presentation inscription to half-title, 'To: Walter Hamilton, Esq., With the Regards and Admiration of the Author, T.H', tipped-in manuscript letter from the Author, 1887--Opinions of the Press, The Burns Calendar: A Manual of Burnsiana, 8vo, Kilmarnock, James M'Kie; various newspaper clippings and excerpts regarding the publication, publisher's printed wrappers, bound in contemporary green cloth

£200 - 250 €230 - 290 US\$260 - 330



310 •

AYRSHIRE CASTLES

MILLAR (ALEXANDER HASTIE) The Castles and Mansions of Ayrshire, NUMBER 98 OF 200 COPIES, 70 photographic plates by Annan, publisher's blue cloth gilt, rubbed, Edinburgh, William Patterson, 1885--BRYDEN (ROBERT) Etchings of Ayrshire Castles, Second Series, etched plates, publisher's red morocco gilt, rubbed, folio, 1908 (2)

£300 - 500 €350 - 580 US\$390 - 650

311 •

SCOTTISH HISTORY AND THE JABOBITES

DRUMMOND-NORIE (WILLIAM) The Life and Adventures of Prince Charles Edward Stuart, 4 vol., frontispiece, colour plates, publisher's blue cloth gilt, g.e., 4to, Caxton, [n.d.]--LANG (ANDREW) Prince Charles Edward, NUMBER 243 OF 1500 COPIES, handcoloured frontispiece, lithographed plates, bookplate of Bruce White MacPherson, half red morocco gilt, folio, Edinburgh, William Brown, 1900--Culloden Papers: Comprising An Extensive and Interesting Correspondence, engraved plates, contemporary calf, 4to, T. Caddell, 1815--MACPHERSON (JAMES) Original Papers; Containing the Secret History of Great Britain, From the Restoration to the Accession of the House of Hanover, 2 vol., contemporary calf, rubbed, Dublin, J. Exshaw, D. Chamberlaine, 1775--JOHNSTONE (JAMES DE CHEVALIER) Memoirs of the Rebellion in 1745 and 1746. engraved plates, modern boards, Longman, Hurst, 1821, 8vo--HOME (JOHN) The History of the Rebellion in the Year 1745, FIRST EDITION, engraved plates, 3 folding battle plans, contemporary half calf, 4to, T. Cadell, Jun. Davies, 1802--PATTEN (ROBERT) The History of the Late Rebellion, second edition, bookplate of Bruce Whyte Macpherson. contemporary calf, lower board detached, J. Warner, 1717--A Distinct and Impartial History of the Conspiracies, Trials, Characters, Behaviour and Dying Speeches of all of Those who have Suffered on Account of the House of Stewart, armorial bookplate, contemporary calf, T. Gardner, 1747, 8vo--HADDEN (J. CUTHBERT) Prince Charles Edward, His Life, Times and Fight for the Crown, plates, contemporary cloth, Pitman, 1913 and eight other titles on Scottish History (17)

£250 - 350 €290 - 410 US\$330 - 460

312 • SCOTTISH HERALDRY AND ARMS

DRUMMOND (JAMES) Ancient Scottish Weapons, NUMBER 465 OF 500 COPIES, 54 chromolithographed plates, publisher's quarter morocco, t.e.g., Edinburgh, George Waterston, 1881--STODART (ROBERT RIDDLE) Scottish Arms being a collection of Armorial Bearings A.D. 1370-1678, reproduced in facsimile from contemporary manuscripts with Heraldic and genealogical notes, 2 vol., NUMBER 140 OF 300 COPIES, 126 coloured plates, publisher's cloth gilt, gilt armorial crest to upper boards, t.e.g., Edinburgh, William Paterson, 1881, folio--STEVENSON (JOHN ROBERT) Heraldry in Scotland, 2 vol., NUMBER 233 OF 540 COPIES, lithographed plates, bookplate of Sir Bruce Gordon, publisher's cloth gilt, t.e.g., 4to, Glasgow, James Maclehose, 1914--COCHRAN-PATRICK (ROBERT WILLIAM) Catalogue of the Medals of Scotland, NUMBER 156 OF 350 COPIES, plates, contemporary half morocco, t.e.g., folio, Edinburgh, David Douglas, 1884--[KIMBER (EDWARD)] The Peerage of Scotland, engraved plates, armorial bookplate of Richard Croftes, contemporary calf, 8vo, J. Almon, 1767--LEARNEY (THOMAS) Scots Heraldry, A Practical Handbook, engraved plates, bookplate of Bruce Whyte Macpherson, publisher's cloth, Edinburgh, Oliver and Boyd, 1934 (8)

£300 - 400 €350 - 460 US\$390 - 520

313 •

SCOTLAND

MACPHERSON (JOHN) Critical Dissertation on the Origin, Antiquities, Language, Government, Manners, and Religion of the Ancient Caledonians, armorial bookplate, contemporary speckled calf, 4to, T. Becket, 1768; An Introduction to the History of Great Britain and Ireland, third edition, armorial bookplate of George Harrison, contemporary calf, re-backed, T. Becket, 1773, 4to--SCOTT MYLNE (ROBERT) The Master Masons to the Crown of Scotland, chromolithographed frontispiece, plates, armorial bookplate of Hope Bart., publisher's cloth gilt, folio, Edinburgh, Scott and Ferguson, 1893--ANDERSON (JOHN) Historical Account of the Family of Frisel or Fraser, Particularly Fraser of Lovat, engraved heraldic frontispiece, paper backed boards, rubbed, Edinburgh, William Blackwood, 1825--MILLAR (ALEXANDER HASTIE) The Historical Castles and Mansions of Scotland, Perthshire and Forfarshire, plates, publisher's cloth gilt, 8vo, Paisley, Alexander Gardner, 1890 together with other titles on Scotland (14)

£150 - 250 €170 - 290 US\$200 - 330



314 FORBES (ARTHUR)

An Album of Sketches, Containing approx. 51 pencil and ink sketches including views of Braemar, Lochnagar, Ballater, Strathdon, Marr lodge, The Maiden Stone, Chapel Of Garioch, Huntly, (Strathbogie) Castle, Stirling Castle, Cambuskenneth Abbey, Old Aberdeen Cathedral, Tantallon Castle, Dirleton Castle, Linlithgow Palace, highlighted in white, contemporary half morocco, gilt title to upper board, oblong album, 222 x 197mm., 1837

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000

315

SCOTT (WALTER)

Ballads and Lyrical Pieces, AUTHOR'S PRESENTATION COPY TO H.R.H THE PRINCESS OF WALES, CAROLINE OF BRUNSWICK, second edition, presentation inscription 'Her Royal Highness The Princess of Wales, From Her Most Devoted & Obedt. Sert. The Author', contemporary red straight-grained morocco, inner edges gilt, g.e., spine rubbed, 8vo, Edinburgh, Longman, Hurst, 1806, together with a framed and glazed lock of hair, the reverse with handwritten inscription 'HRH The Prince of Wales hair, Cut off, Oct 12th 1855', (2)

£200 - 300 €230 - 350 US\$260 - 390



316

316

BASIL (SIR) SPENCE (BRITISH, 1907-1976)

'The Chapter House - York Minster' Signed in pencil 'B Spence' lower right and dated 23rd July 1926 Pencil 33 x 23cm (13 x 9 1/16in).

£600 - 800 €700 - 930 US\$780 - 1,000

317 •

SCOTT (WALTER)

[The Works], 58 vol., EXTENSIVELY EXTRA-ILLUSTRATED with a total of approximately 710 plates (mostly engraved), manuscript index of plates in each volume, contemporary half calf, spine gilt tooled within compartments with red and green morocco lettering labels, slightly rubbed, 8vo, Edinburgh, Archibald Constable, 1819-1833

£400 - 600 €460 - 700

US\$520 - 780

Provenance

Edwin Martin-Atkins, 19th century bookplate with motto "Cuncta mundana rotantur".



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.

318 • TORFFAEO (THORMODO)

Orcades Seu Rerum Orcadensium Historiae, FIRST EDITION, engraved head and tail pieces, light toning and foxing and the prelimiaries, bookplates of F. H. North, John Tonneley Esq., contemporary calf, rubbed, gilt stamped spine, re-backed, 4to, Copenhagen, Justin Hög, 1697

£600 - 800 €700 - 930 US\$780 - 1,000

319 • ORKNEY

CAMPBELL (ALEXANDER) A Journey From Edinburgh, 2 vol., frontispiece, lithographed plates, bookplate of Robert Young, contemporary quarter calf, 4to, John Stockdale, 1811--BRAND (JOHN) A Brief Description of Orkney, Zetland, Pightland-Firth & Caithness, NUMBER 4 OF 157 COPIES, contemporary half calf, William Brown, 1883--MCKENZIE (MURDOCH) Justification of Mr Murdoch McKenzie's Nautical Survey of the Orkney and Hebrides, later paper wrappers, William Creech, 1785--GIFFORD (THOMAS) Historical Description of the Zetland Islands in the Year 1733. folding map, detached, later cloth, Thomas Stevenson, 1879, 8vo--LOW (GEORGE) Fauna Orcadensis, ownership inscription to endpaper, quarter contemporary calf, 4to, 1813--EDMONSTON (ARTHUR) Observations on the Nature and Extent of the Cod Fishery, later quarter calf, 8vo, W. Laing, 1820, Edinburgh--DUNN (ROBERT) The Ornithologist's Guide to the Islands of Orkney and Shetland. frontispiece, two folding maps, armorial bookplate, contemporary calf, inner edges gilt, 8vo, Richard Taylor, 1837--Information for Peter Johnson...Against Andrew Ross, June 20 1755; July 14, 1755; Additional Information for Peter Johnson..., July 24, 1755; [...] December 14, 1756; etc., later half cloth, 4to--PRINGLE (ROBERT OLIPHANT) Transactions of the Highland and Agricultural Society of Scotland, later cloth, 8vo, Dublin, Irish Farmers Gazette, [1874] (9)

£400 - 500 €460 - 580 US\$520 - 650

320 •

ORKNEY

WILSON (JAMES) A Voyage Round the Coasts of Scotland and the Isles, 2 vol., engraved plates, contemporary half morocco, rubbed, t.e.g., Adam and Charles Black, 1842--BARRY (GEORGE) The History of the Orkney Islands, FIRST EDITION, folding map (detached), frontispiece, engraved plates, contemporary calf, large 4to, Archibald Constable, 1805, Edinburgh--DIETRICHSON (LORENTZ) Monumenta Orcadica, photographic prints, publisher's decorative cloth, Kristiana, [1906]--EDMONDSTON (THOMAS) An Etymological Glossary of the Shetland & Orkney Dialect, contemporary half morocco, Asher & Co., 1866; idem, another copy--LOW (GEORGE) Fauna Orcadensis, presentation inscription 'For F. Barclay M.D., from his sincere and much obliged friend, the Editor', contemporary quarter cloth, George Ramsay, Edinburgh, 1813--Oppressions of the Sixteenth Century in the Islands of Orkney and Zetland, publisher's cloth, Edinburgh, Maitland Club, 1859--HOSSACK (BUCKHAM) Kirkwall in the Orkneys, photographic plates, red morocco gilt, Kirkwall, William Peace, 1900--[CAMPBELL (JOHN)] An Exact and Authentic Account of the Greatest White-Herring-Fishery in Scotland, later quarter morocco, 8vo, Joseph Davidson, 1750--BURROWS (C.W.) Scapa and a Camera, photographic plates, publisher's decorative boards, Country Life, 1921, 4to unless otherwise stated (10)

£300 - 500 €350 - 580 US\$390 - 650

Provenance John Davie Manson Robertson, bookplate.



318

321 •

ORKNEY

[BRAND, JOHN, of Borrowstounness)] A Brief Description of Orkney, Zetland, Pightland-Firth & Caithness, FIRST EDITION, *ink ownership inscription to title, modern calf*, 1701--idem, another copy, second edition, *bookplates of Henry Marshall and Helen McLean*, *contemporary calf, spine re-backed*, 1703, Edinburgh, [George Mosman] (2)

£200 - 300 €230 - 350 US\$260 - 390

Provenance

John Davie Manson Robertson, bookplate.

322 •

JONAEUS (JONAS, EDITED BY)

Orkeyinga Saga Sive Historia Orcadensium, first edition, *engraved plate, bookplates of James Maidment and John A. Trail, contemporary calf, rubbed, upper board detached, 4to*, Copenhagen, P. Frid. Suhm, 1780

£300 - 500 €350 - 580 US\$390 - 650



323

PHOTOGRAPHY - ORKNEY

An album of 39 views of Orkney by George Washington Wilson, mounted captioned albumen prints, images approximately 135 x 225mm., presentation inscription to Alexander Smith, contemporary red morocco gilt; another similar album containing 12 views of Orkney by George Washington Wilson and others, mounted captioned albumen prints, images approximately 132 x 210mm., contemporary red cloth, gilt title 'photographs' to upper board, rubbed, spine detached, g.e., oblong 8vo, [c.1890] (2)

£200 - 300 €230 - 350 US\$260 - 390

39 views, including Kirkwall, St. Magnus Cathedral, Stromness and The Stones of Stenness.

324 •

ORKNEY

EUNSON (GEORGE) The Ancient and Present State of Orkney, FIRST EDITION, *later half calf, re-backed*, For the Author, Newcastle-Upon-Tyne, 1788--WALLACE (JAMES) An Account of the Islands of Orkney, *folding map and plate, later blindstamped calf [ESTC R34706], Jacob* Tonson, 1700--A Voyage to Shetland, The Orkneys, and the Western Isles of Scotland, *later calf,* C. Corbet, 1751, 8vo (3)

£400 - 600 €460 - 700 US\$520 - 780

Provenance

John Davie Manson Robertson, bookplate.

325 • ORKNEY

FARRER (JAMES) Notice of Runic Inscriptions Discovered During Recent Excavations in the Orkneys, chromolithpgraphed frontispiece, plates, bookplate of John A. Trail, publisher's blue morocco gilt, Edinburgh, For the Author, 1862--FERGUSSON (JAMES) A Short Essay on the Age and Uses of the Brochs and the Rude Stone Monuments of the Orkney, FIRST EDITION, publisher's decorative cloth gilt, William Mullan, 1877--CRAVEN (JAMES BROWN) History of the Church in Orkney, illustrations in text, publisher's cloth, Kirkwall, William Peace, 1901--CHILDE (V. GORDON) Skara Brae, A Pictish Village in Orkney, publisher's cloth, Kegan Paul, 1931--EDMONSTON (THOMAS) An Entymological Glossary of the Shetland & Orkey Dialect, publisher's cloth, Edinburgh, Adam and Charles Black, 1866 -- [SINCLAIR (JOHN)] The Statistical Account of Scotland, handwritten title in ink 'First Statistical Account of Orkney, Shetland & Caithness, three pages of preliminaries, handwritten in ink, various and multiple 'parts' bound in, contemporary half morocco, [Edinburgh, W. Creech, 1791-99]--BLACK (C.F.) County Folk-Lore, Vol. III...Concerning the Orkney & Shetland Islands, publisher's decorative cloth, David Nutt for Folklore Society, 1903--STEWART (ALEXANDER, Earl of Galloway) State of Process, Alexander Earl of Galloway, James Fea of Clestren, engraved plates, contemporary quarter calf, upper board detached, [Edinburgh] Nov. 12 1757--The Orkney and Zetland Chronicle, No.1-15, contemporary quarter calf, ownership inscription to front free endpaper, Edinburgh, John Moir, 1824-1826--JOHNSTON (ALFRED WINTLE) The Round Church and Earl's Bu of Orphir, Orkney, folding map, plates, bound in later red cloth, For the Author, 1903--The 'Dwarfie Stone' of Hoy, Orkney, Bemrose and Sons, both bound together in later red cloth, 8vo & 4to (9)

£200 - 300 €230 - 350 US\$260 - 390



326

WILLIAM LIONEL WYLLIE, R.A. (BRITISH, 1851-1931)

'The Surrender of the German Fleet November 1918', etching by Albany E Howarth, signed by Admiral Sir William Coldingham Masters Nicholson, with the warship names written below

signed in pencil 'WL Wyllie pinxit' lower left, 'Albany E Howarth' lower right, and 'WCM Nicholson lower middle,

etching

47 x 78cm (18 1/2 x 30 11/16in). together with a print of German Warships at Scapa Flow by Hoy (2)

£500 - 700 €580 - 810 US\$650 - 910

Admiral WCM Nicholson (1863-1932) was a Royal Navy officer during World War I who went on to be Third Sea Lord and Controller of the Navy in 1919.

In 1918 the artists William Wyllie, Frank Watson Wood and John Lavery were invited aboard the Grand Fleet flagship H.M.S Queen Elizabeth, to cover the surrender of the German High Seas Fleet after the signing of the Armistice on the 11 November 1918.

327

SCOTTISH SCHOOL, 19TH CENTURY

"The Wet Review", The Edinburgh Royal Review of Volunteers Depicting the Royal Review of the Scottish Volunteer Forces by Queen Victoria (August 25th 1881) Watercolour

30 x 53cm (11 13/16 x 20 7/8in).

£400 - 600 €460 - 700 US\$520 - 780

328

MRS W. MUSGRAVE NÉE MARY ANN HEAPHY (BRITISH, ACTIVE 1821-1847)

Portrait of Charlotte Balfour, *later Mrs Forbes-Gordon of Rayne and married to Arthur Forbes-Gordon April 1843. Signed and inscribed to reverse 'C B' June 1840*, 23 x 19cm

£300 - 400 €350 - 460 US\$390 - 520



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329

329 TOM CURR (BRITISH, 1887-1958)

Royal Scots Greys "Scotland Forever" Chromolithographed recruitment poster, printed by McLagan & Cumming Ltd., framed and glazed 75 x 49.5cm (29 1/2 x 19 1/2in).

£300 - 400 €350 - 460 US\$390 - 520



330



330

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

Dr. Nathaniel Spens in the Uniform of the Royal Company of Archers Coloured engraving by John Beugo and published Feb 1796, framed and glazed,

67 x 41cm (26 3/8 x 16 1/8in).

£300 - 400 €350 - 460 US\$390 - 520

331

ROBERT ROLAND MCIAN (BRITISH, 1803-1856) Clans of the Scottish Highlands

A set of ten framed and glazed hand-coloured aquatint plates by Dickinson, published by Ackermann $35 \times 24cm$ (13 3/4 x 9 7/16in). (10)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

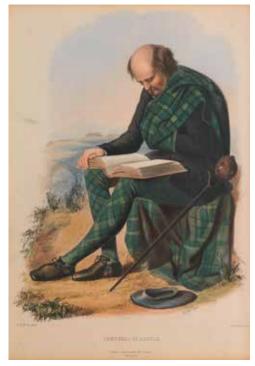
To include: Shaw, MacPhee, MacIvor, Ogilvie, Clan Donnchadh of Mar, MacNab, MacColl, Urquhart, Maclean, Grant of Glenmoriston.

332

ROBERT ROLAND MCIAN (BRITISH, 1803-1856)

Gaelic Gatherings: or, The Highlanders at Home A set of eight engraved plates, published by Ackermann, framed and glazed 27 x 38cm (10 5/8 x 14 15/16in). (8)

£500 - 600 €580 - 700 US\$650 - 780



333

333

ROBERT ROLAND MCIAN (BRITISH, 1803-1856)

Clans of the Scottish Highlands A set of ten framed and glazed hand-coloured aquatint plates by Dickinson, published by Ackermann $35 \times 24cm$ (13 3/4 x 9 7/16in). (10)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

To include: Campbell of Argyle, Mac Nachtan, MacQuarrie, Cumin, Stewart, Sutherland, MacPherson, Lamond, Ulrich, and Macray.

334

ROBERT ROLAND MCIAN (BRITISH, 1803-1856)

Gaelic Gatherings: or, The Highlanders at Home A set of ten engraved plates, published by Ackermann, framed and glazed 27 x 38cm (10 5/8 x 14 15/16in). (10)

£500 - 600 €580 - 700 US\$650 - 780



335

ROBERT ROLAND MCIAN (BRITISH, 1803-1856) Clans of the Scottish Highlands

A set of ten framed and glazed hand-coloured aquatint plates by Dickinson, published by Ackermann $35 \times 24cm$ (13 3/4 x 9 7/16in). (10)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

To include: Grant, MacDonald of Keppach, MacGregor, Sinclair, MacBain, Munro, MacLachan, Macrimmon, Mackintosh, MacArthur.

336

DANIELL (WILLIAM)

18 aquatint plates of Scotland, *each approximately 230 x 300mm., framed and glazed (not uniform),* Longman and W. Daniell, 1820-1821

£400 - 600 €460 - 700 US\$520 - 780

Plates of Scotland from Daniell's A Voyage Round the North and North-West Coast of Scotland and the Adjacent Islands, which was published with 42 hand-coloured aquatint plates, published by W. Lewis, c.1820.

Plates include: The Clett-rock, Holborn-head, Keiss Castle, Ackergill Tower, Castle of Berrydale, Old Wick Castle, Scene at Hemprigg, Castle Sinclair, Berrydale, Dunbeath Castle, Mey Castle, Wick, Castle Hill, Duncansby Stacks, Castle Sinclair & Girnigo, The Stack of Hempriggs, John O' Groats, The Ferry at Scarskerry and Thurso.



337

337 ROBERT ROLAND MCIAN (BRITISH, 1803-1856)

Clans of the Scottish Highlands A set of twelve framed hand-coloured aquatint plates by Dickinson and published by Ackermann 35 x 24cm (13 3/4 x 9 7/16in). (12)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

To include: MacKenzie, MacAlister, MacGillivray, Rose, MacLaurin, MacMillan, Clanranald, Logan, MacIntire, Graham, MacLeod, MacDonell of Glengarry.

338 DANIELL (WILLIAM)

14 aquatint plates of Scotland, each approximately 295 x 225mm., framed and glazed (not uniform), Longman and W. Daniell, 1819-21

£200 - 300 €230 - 350 US\$260 - 390

Plates include: View of Cuniag from Loch Inver, The Clett-Rock, Holborn Head, Stornaway on the Isle of Lewis, Castle Sinclair, Thurso, Rispand, Durness, Bay of Tongue, Hempriggs, Caithness, Dunvegan Castle, Cave of Smone, Glenvargle Bridge near Portree, Skye, Portree, Isle of Skye and Strathnaver, Sutherlandshire.

Furniture, Works of Art and Scientific Instruments

Lots 339 - 375



339

AN EARLY 20TH CENTURY STAINED BEECH AND STRAW ORKNEY CHAIR

The soft wood frame with black oat straw back, above enclosed short arms and a boarded base with frieze drawer, on stile supports, 64cm wide, 50cm deep, 109cm high (25in wide, 19 1/2in deep, 42 1/2in high).

£150 - 250 €170 - 290 US\$200 - 330

339

340

AN EARLY 20TH CENTURY PINE FRAMED LADY'S ORKNEY CHAIR

The pine frame and box-base and lidded recess with woven blackoat straw back , 59cm wide, 54cm deep, 90cm high (23in wide, 21in deep, 35in high).

£400 - 600 €460 - 700 US\$520 - 780

Made in 1931 for the mother of the vendor Mrs Marjorie Jones.

Literature

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



341 A MID 20TH CENTURY ORKNEY CHAIR

Kirkness type

Oak-framed with black-oat straw woven back with drop in seat, 62cm wide, 55cm deep, 105cm high (24in wide, 21 1/2in deep, 41in high).

£300 - 500 €350 - 580 US\$390 - 650



341



342 A MID 20TH CENTURY OAK FRAMED ORKNEY CHAIR Kirkness type

The oak frame with black-oat straw woven back and drop-in seat, 52cm wide, 46cm deep, 85cm high (20in wide, 18in deep, 33in high).

£300 - 500 €350 - 580 US\$390 - 650



343 A CHARLES II JOINED OAK PANEL-BACK OPEN ARMCHAIR, SCOTTISH, CIRCA 1680

The back panel carved with a Celtic interlace, forming four floralcarved lozenges to the centre, below a flat run-moulded broad top extending over the back uprights, the flat outsplayed arms also wrapping around the back uprights and raised on baluster-turned front supports, their design repeated to the front legs, trapezoid-shaped seat, and plain stretchers, 61cm wide, 53cm deep, 91cm high (24in wide, 20 1/2in deep, 35 1/2in high).

£4,000 - 6,000 €4,600 - 7,000 US\$5,200 - 7,800

344 A 19TH CENTURY PINE AND OAK DARVEL CHAIR

With shaped seat and hoop back raised on turned legs with stretchers, *56cm wide, 53cm deep, 96cm high (22in wide, 20 1/2in deep, 37 1/2in high).*

£300 - 500 €350 - 580 US\$390 - 650





345

A GEORGE III PINE AND GESSO FIRE SURROUND

Decorated with trailing garlands, external measurements, 172cm wide, 21cm deep, 138cm high (67 1/2in wide, 8in deep, 54in high), the aperture 105cm wide, 101cm high (41in wide, 39 1/2in high).

£600 - 900 €700 - 1,000 US\$780 - 1,200

346

A LATE 19TH CENTURY WALNUT CANTERBURY

With applied paper label for Druce & Co., London With pierced side and back and three divisons above a single drawer with applied paper label inscribed 'From Messr. Druce & Co., Upholsterers, Cabinet Makers and House Agents 68, 69, 58, Baker Street, Portmans Square', above a single drawer raised on turned legs with brass caps and castors, *52cm wide, 40cm deep, 64cm high (20in wide, 15 1/2in deep, 25in high).*

£300 - 500 €350 - 580 US\$390 - 650

Purchased in 1913 at the New Slains Castle dispersal sale when sold by Lord Hay, 20th Earl of Erroll, following 300 years in the Hay family. Slains is believed to be the inspiration of Dracula by Bram Stoker following a visit he made to the area in 1895.



346







347 A PAIR OF ELM DINING CHAIRS

Attributed to the Tim Stead Workshop

Together with another similar, slightly larger example, *the pair 36cm* wide, 46cm deep, 98cm high (14in wide, 18in deep, 38 1/2in high), the single 36cm wide, 47cm deep, 110cm high (14in wide, 18 1/2in deep, 43in high). (3)

£700 - 900 €810 - 1,000 US\$910 - 1,200

348

TWO ELM SHAPED TRIANGULAR STOOLS, BY THE TIM STEAD WORKSHOP

Stamped to the base 'The Workshop of Tim Stead' and inscribed in ink 'Scott, 2001', the other stamped 'The Workshop of Tim Stead', (no date), 43cm wide, 35cm deep, 40cm high (16 1/2in wide, 13 1/2in deep, 15 1/2in high) and 39cm wide, 31cm deep, 45cm high (15in wide, 12in deep, 17 1/2in high). (2)

£300 - 500 €350 - 580 US\$390 - 650

349

A BURR WOOD AND ELM CHILD'S CHAIR, BY THE TIM STEAD WORKSHOP

Stamped to the base in ink 'The Workshop of Tim Stead' and inscribed in ink 'David Lightly, 2009', *32cm wide, 38cm deep, 70cm high (12 1/2in wide, 14 1/2in deep, 27 1/2in high).*

£200 - 300 €230 - 350 US\$260 - 390

350 AFTER HENRY SNELL GAMLEY (SCOTTISH, 1865-1928), A BRONZE OF ROBERT BURNS

Standing with book under the arm, raised on an ebonised plinth, inscribed to the base 'H.S. Gamley R.S.A 1928', and '22 BCM/ARTX', *13cm wide, 12cm deep, 37cm high (5in wide, 4 1/2in deep, 14 1/2in high)*

£500 - 700 €580 - 810 US\$650 - 910



350



Mounted within an ebonised frame 11cm wide, 12.5cm high (4in wide, 4 1/2in high)

£200 - 250 €230 - 290 US\$260 - 330

By Repute, a fragment of shirt belonging to Charles Edward Stuart.



351

352 Y A STUART CRYSTAL AND MOTHER OF PEARL MOUNTED BRASS SNUFF BOX, POSSIBLY 16TH CENTURY AND LATER

The hinged rectangular floral engraved lid with rounded ends, mounted with central diamond shaped Stuart crystal depicting a lion rampant, surrounded by four round Stuart crystals depicting crests, and four mother of pearl plates to each corner, the interior stamped 'T Green', *7cm wide, 5cm deep, 1.8cm high (2 1/2in wide, 1 1/2in deep, 0 1/2in high)*

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600





353 A TAXIDERMY RED DEER STAGS HEAD

By Peter Spicer & Sons, Learnington

Six points, the head mounted on a shield back, inscribed 'Ledmore, 1912' and to the reverse 'W. N. Chapman', with impressed mark for Spicer, Taxidermists, 64cm wide, 59cm deep, 123cm high (25in wide, 23in deep, 48in high)

£500 - 700 €580 - 810 US\$650 - 910

354 A LATE 19TH/EARLY 20TH CENTURY TOBACCONIST'S FIGURE OF AN ARGYLL & SUTHERLAND HIGHLANDERS SOLDIER

Wearing kilt, badger head sporran, red coat, and feather bonnet, taking a pinch of snuff raised on a circular plinth, *30cm wide, 35cm deep, 104cm high (11 1/2in wide, 13 1/2in deep, 40 1/2in high). 103cm high.*

£1,200 - 1,800 €1,400 - 2,100 US\$1,600 - 2,300



354

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.



355 A TAXIDERMY RED DEER STAGS HEAD

10 points, mounted on an oak shield-shaped mount with applied label reading 'Erchless, 29-5-46', 67*cm wide, 57cm deep, 121cm high* (26*in wide, 22in deep, 47 1/2in high*)

£500 - 700 €580 - 810 US\$650 - 910

356 A 19TH CENTURY POLY-CHROME DECORATED CARVED WOOD TOBACCONIST'S FIGURE OF A SCOTTISH SOLDIER Wearing a kilt, sporran, red coat, and feather bonnet, holding a pinch

of snuff, raised on a later circular plinth, 25cm wide, 20cm deep, 75cm high (9 1/2in wide, 7 1/2in deep, 29 1/2in high)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000





357 Y

OF WILLIAM BURRELL INTEREST, A CROCODILE SKIN GLADSTONE BAG

The brass key plate engraved 'Wm Burrell Glasgow, Ernest Hoffmann, Carlsbad-Prague', with central dual grip handles to top and buckle straps to either side, with void maroon leather interior and side pocket, 67cm wide, 42cm deep, 50cm high (26in wide, 16 1/2in deep, 19 1/2in high)

£3,000 - 5,000 €3,500 - 5,800 US\$3,900 - 6,500

Provenance

Sir William Burrell Jr. (1861 – 1958) was a Scottish shipping merchant and philanthropist, who gifted his extensive art collection to the city of Glasgow in 1944 known as the Burrell Collection.

Purchased by the current owner, from the estate of William Burrell's daughter, Marion Burrell.



357 (detail)

358 A GEORGE III PEWTER NARROW RIM CHARGER,

Touchmark of William Ballantyne, Edinburgh, or his successor Inscribed to the reverse with ownership initials 'EB', 42cm diameter, together with a Lanark lidded baluster half pint, two lidded Glasgow baluster gill measures, a capstan half pint with Glasgow revenue stamp, a baluster pepper and pair of capstan salts (8)

£150 - 250 €170 - 290 US\$200 - 330

359

A GROUP OF SCOTTISH 19TH CENTURY PAISLEY SHAWLS

The first with turquoise, white and red striped background with red foliate forms ($150 \times 300cm$), the second with red central medallion and polychrome border ($175 \times 170cm$), the next with ivory medallion ($160 \times 3330cm$), and the last with all-over polychrome typical paisley design ($180 \times 185cm$), most with fringing. (4)

£300 - 400 €350 - 460 US\$390 - 520





GEORGE BAIN, A CELTIC PATTERN HUNTING RUG,

Manufactured by Messrs. Quayle and Tranter, Kiddiminster, c.1948 The central octagonal knotwork medallion enclosed by a field decorated with a wild boar hunt, *120cm wide*, *195cm high (47in wide*, *76.5in high)*

£600 - 800 €700 - 930 US\$780 - 1,000

A related rug was **Exhibited** in 'George Bain: Master of Celtic Art', at the Scottish National Gallery in January and February 2012.

A similar rug is also illustrated in 'George Bain, Celtic Art. The Methods of Construction', published by Constable, London, paperback edition page 161 plate 38.

361

AN EARLY 19TH CENTURY MAHOGANY SOCIETY BOX WITH SILVER PLAQUE

The rectangular chest with moulded frieze to lid above main body with metal swing carry handles to either side, three key escutcheons to centre front above silver plaque engraved 'Presented to Andrew Gemmill, Writer, Glasgow, by the Scottish Heritable Purchasing Society in testimony of the high estimation in which he is held for the zealous and able manner with which he extricated the affairs of the Society from the embarrassment in which they were involved at the date of his election to the office of Clerk to the Society and the valuable service rendered by him bringing the affairs of the Society condition, 25th April 1837', the void interior containing removable drawers to left hand side, with brass swing handle to top, raised on stepped base with short cabriole feet, *69cm wide*, *44cm deep*, *50cm high (27in wide*, *17in deep*, *19 1/2in high)*.

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600 362

A PAIR OF SCOTTISH AILSA CRAIG CURLING STONES

Common green with wooden handles and plated mounts, one with a small shield inscribed with initials, 27cm diameter, (10 1/2in diameter).

£200 - 300 €230 - 350 US\$260 - 390







363

'THE KEYS TO THE LIGHTS' COLLECTION OF 19TH CENTURY LIGHTHOUSE KEYS

Associated with the majority of Scottish lighthouses, A large quantity of bunches of keys for eighty two of Scotland's lighthouses, most with brass stamped labels, the rings of keys labelled as follows: Chicken Rock, Douglas Head, Southerness, Little Ross, Portpatrick, Turnberry, Lady Isle, Davaar, Port Ellen, Eilean A' Chuirn, McArthur's Head, Lochindaal, Na Cuiltean, Carragh An T'Sruith, Eyre Point, Sker Vule, The Garvellachs, Ruvaal, Scalasaig, Fladda, Dubh Artach, Duart Point, Lismore, Ardtornish, Rubha Nan Gall, Ardmore, Skerryvore, Scarnish, Sleat Point, Oronsay, Sandaig, Kylerhea, Dunvegan, Vaternish, Rona, Barra Head, Rubh Glas, Calvey, Ushenish, Weaver Point, Rubh Uisenis, Stornoway, Tiumpan Head, Carloway, Flannan, Sula Sgeir, North Rona, Stoer Head, Cape Wrath, Loch Eriboll, Cava, Calf of Eday, Papa Stronsay, Helliar Holm, Rose Ness, Hoxa Head, Fugla Ness, Hillswick, Lamba South, Esha Ness, Quey Firth, Muckle Holm, Little Holm, Point of Fetland, Gruney, Bagi Stack Baltasound, Uyea Sound, White Hill of Vatsetter, Ness of Sound, Out Skerries, Symbister Ness, Mull of Eswick, Rova Head, Mousa, Cairn Burg, Rattray Head, Fife Ness, Elie Ness, Oxcars, Inchcolm, Bass Rock, St Abbs Head, this collection is together with a copy of a book 'The Keys to the Lights' by D.A. Marshall, (qty)

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

This collection was acquired by its current owner, for ornamental purposes, from a former employee of the Northern Light Board. On further examination the owner released the importance of the collection and decided to save them for posterity. This collection includes keys labelled for the famous Flannan Lighthouse in the Outer Hebrides, with its enduring mystery of the disappearance of three lighthouse keepers in 1900 (recently made into a film called 'The Vanishing'). The vendor has written a book to accompany the collection of keys giving information about the various lighthouses and notes of interest about them.

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.



364 A LATE 19TH CENTURY NORTHERN LIGHTHOUSE BRASS BADGE

Of oval form, the obverse stamped 'NL' and with a lighthouse, marked to the rear 'Flannan Islands (R)' *3.5cm wide, 5cm high (1in wide, 1 1/2in high)* (2)

£200 - 300 €230 - 350 US\$260 - 390

By repute from the house clearance of a Stornoway lighthouse keeper.

365 A SHIPBUILDERS HALF HULL MODEL OF A CLYDE BUILT CARGO SHIP

Inscribed No.47, showing plates lines and decks in ink, unmounted, 163cm wide, 11cm deep (64in wide, 4in deep)

£1,000 - 1,500 €1,200 - 1,700 US\$1,300 - 2,000



365



366 AR

THOMAS W. WHALEN (SCOTTISH 1903 - 1975) SCULPTURE OF A MOTHER AND CHILD

Carved in alabaster, the mother kneeling with the child on her knee, 24cm wide, 17cm deep, 46cm high (9in wide, 6 1/2in deep, 18in high)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

367

THOMAS WHALEN RSA (1903-1975) A TERRICOTTA FEMALE FORM

Unmarked, together with another, green marble sculpture moulded on a rectangular marble plinth, *the first 13cm wide, 13cm deep, 24cm high (5in wide, 5in deep, 9in high), the last 46 wide, 23cm deep, 12cm high (18in wide, 9in deep, 4 1/2in high)*

£300 - 500 €350 - 580 US\$390 - 650

Provenance Formerly property of The Artist





368

368 AR

WILLIAM WILSON OBE RSA RSW (BRITISH, 1905-1972), MUSICIANS, 1951, STAINED GLASS PANEL

The glasswork depicting a central dark pink figure of a violinist, the upper section with red and pink hands holding conductor's batons, with deep blue background, with polychrome floral designs and abstract patterened panels, with ornate leadwork pattern, signed 'William Wilson, 1951' to the bottom right hand corner, *36cm wide*, *90cm high (14in wide, 35in high)*

£6,000 - 8,000 €7,000 - 9,300 US\$7,800 - 10,000

William Wilson OBE RSA RSW (British, 1905-1972) printmaker, watercolourist and stained glass artist, trained as an apprentice glass maker under Herbert Hendrie (Manchester, 1887 - 1946). After further training at The Royal College of Arts, he taught stained glass making at the Edinburgh College of Art, before setting up his own studio in 1937.

Celebrated works include his windows at Morningside North Parish Church, Edinburgh and St. Theresa's, Dumfries.



369

369 AR

CARRICK WHALEN (SCOTTISH 20TH CENTURY) A PAIR OF APPRENTICE STAINED GLASS PANELS OF THE CRUCIFIXION The first panel with a polychrome depiction of the Crucifixion and crown of thorns, the second possibly of The Descent from the cross with the figures of The Virgin Mary and Joseph, Mary Magdalen and another female figure (damages), the first 41cm wide, 60cm high (16in wide, 23 1/2in high), the second 46.5cm wide, 56cm high (18in wide, 22in high)

£600 - 800 €700 - 930 US\$780 - 1,000

Carrick Whalen was an apprentice to William Wilson OBE RSA RSW (British, 1905-1972). The colour and composition of these panels is drawn heavily from Wilson, however the leadwork pattern shows a departure from the style of the master, and is probably drawn from other influencers of Whalen, possibly Paul Bony, Georges Roualt and Fernand Léger.







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370
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A 19TH CENTURY MAHOGANY CASED LONGCASE REGULATOR

The dial inscribed John Gartly, Aberdeen

With 11in. silvered regulator dial, the single train movement with six knopped pillars and dead beat escapement, and removable dust cover, the angular hood above a trunk with shaped door raised on a box base, 44cm wide, 25cm deep, 205cm high, (17in wide, 9 1/2in deep, 80 1/2in high)

£5,000 - 7,000 €5,800 - 8,100 US\$6,500 - 9,100



370 Y Φ A 19TH CENTURY ROSEWOOD STICK BAROMETER Engraved D. Stalker, Leith

The arch dial with double vernier and semi visible tube, above a mercury thermometer and a moulded circular cistern, *13cm wide*, *9cm deep*, *96cm high*, *(5in wide*, *3 1/2in deep*, *37 1/2 high)*

£400 - 600 €460 - 700 US\$520 - 780



371

372 Y

A REGENCY ROSEWOOD CASED BRACKET CLOCK Engraved Brysons, Edinburgh

The 5 ½ in. square dial with Roman numerals, the twin train chain drive movement striking a bell, contained with a rectangular case with turned finial, raised on moulded plinth, 23cm wide, 16cm deep, 37cm high (9in wide, 6in deep, 14 1/2in high) (2)

£800 - 1,200 €930 - 1,400 US\$1,000 - 1,600

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.

373 A 19TH CENTURY MAHOGANY WHEELBACK BAROMETER

Engraved F. Zenone, Edinburgh With hydrometer above mercury thermometer, mirror, display dial with adjustable vernier and spirit level, mahogany case with box wood and ebony stringing 28cm wide, 9cm deep, 101cm high, (11in wide, 3 1/2in deep, 39 1/2in high)

£200 - 300 €230 - 350 US\$260 - 390





374

A 19TH CENTURY MAHOGANY BAROMETER

Engraved 'J. Bishop, Edinburgh'

With silvered dial and adjustable vernier, alcohol thermometer and visible tube, the mount with checkered banding and oval moulded cistern cover, *12cm wide*, *5cm deep*, *99cm high*, *(4 1/2in wide*, *1 1/2in deep*, *38in high)*

£600 - 800 €700 - 930 US\$780 - 1,000



375 A 19TH CENTURY WALL ALARM CLOCK DIAL AND MOVEMENT

The dial insribed H. & R. Millar, Edinburgh

The 17in. dial with Roman numerals, the single train chain driven fusee movement striking a bell, the rear plate with alarm set knob and dial, 44cm wide, 13cm deep, 45cm high, (5 in wide, 5in deep, 17 1/2in high)

£200 - 300 €230 - 350 US\$260 - 390

Removed from Marchmont St. Giles' Parish Church, and being sold on behalf of the Church.

END OF SALE

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.

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

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

5 RISK, PROPERTY AND TITLE

4.2

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

PAYMENT

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

COLLECTION OF THE LOT

7

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Sale no. 25363		Sale venue: Edinburgh	
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Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
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