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The Clive Collection of Exceptional Clocks & Watches

New Bond Street, London | 19 June 2019



STUDIO OF WILLEM WISSING
(Amsterdam 1656-1687 Burghley)
Full-length portrait of Queen Mary II,
a palace beyond.

The Clive Collection of Exceptional Clocks & Watches

New Bond Street, London | Wednesday 19 June 2019 at 3:30pm

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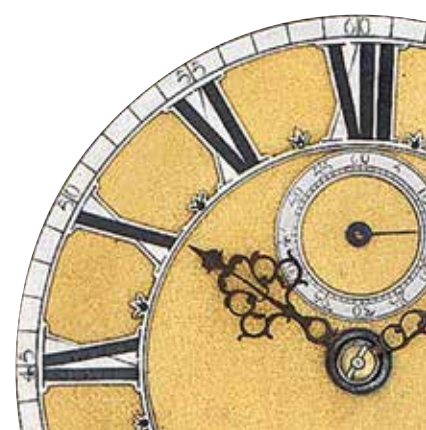
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The Clive Collection

Colin Clive is a collector with the eye for the exceptional. With a fascination for the mechanical combined with a highly scientific mind, Colin Clive studied at the Massachusetts Institute of Technology (MIT) and it was during this time that he was introduced by a friend to English clockmaking. Building his collection during the 1980's and 1990's, at a time when the finest clocks were appearing for sale at both auction and via clock dealers, he took the best advice when deciding which works to acquire, many of his advisors becoming close friends over the years. Within his London home the finest 18th century furniture and old master paintings act as a backdrop for a superlative group of clocks and watches from the Golden Age of English Horology. Having been custodian of the collection, he and his family have decided that now is the time to share the clocks and watches with like-minded collectors who will appreciate and enjoy the impeccable craftsmanship, mechanical ingenuity and three centuries of history that the collection embodies.





101

EDWARD BANGER LONDON. AN EARLY SILVER KEY WIND VERGE PAIR CASE POCKET WATCH WITH ALARM

Circa 1720

The movement

Engraved gilt full plate, plain steel three arm balance, verge escapement, pierced and engraved winged balance cock, silver regulation, Egyptian pillars

The dial

Silver champlevé, black in-filled Roman numerals, inner half hour and quarter hour markers, gilt rim, central alarm disc with in-filled black Arabic numerals with blued steel marker, single blued steel hour hand, winding holes for going and alarm

The case

engraved and pierced inner case, pierced and engraved square hinged outer with five knuckles
Outer case 57mm

£8,000 - 12,000

Edward Banger (c.1668 – 1720) was apprenticed to Thomas Tompion in 1687 and became free of the Clockmakers Company in 1695. Tompion and Banger worked together between circa 1701-08, when the partnership was abruptly (and somewhat mysteriously) terminated. Banger produced extremely few pocket watches under his own name, only three are still known to exist.





102

THOMAS TOMPION, LONDON. AN EARLY SILVER KEY WIND VERGE PAIR CASE POCKET WATCH WITH DATE

Circa 1715

The movement

Engraved gilt full plate, plain three arm balance, verge escapement, pierced and engraved winged balance cock, silver regulation, Egyptian pillars, No.4144

The dial

Silver champlévé, black in-filled Roman numerals, black in-filled outer minute track with Arabic numeral five minute markers, gilt rim, aperture at 6 for date, blued steel beetle and poker hands

The case

Polished inner with indistinct makers mark, possibly IR, square hinged outer with 5 knuckles, numbered 4144 and WS under a crown

£15,000 - 20,000





*Commissioned by King William III &
Queen Mary II in 1693 for Kensington Palace,
No. 222 is the smallest ebony cased clock by
Thomas Tompion in the world.*

The King William III &
Queen Mary II Royal Tompion

No.222



A HIGHLY IMPORTANT LATE 17TH CENTURY SILVER-MOUNTED EBONY STRIKING AND QUARTER REPEATING MINIATURE TABLE CLOCK, WITH ROYAL PROVENANCE, KNOWN AS THE 'Q' CLOCK, THE SMALLEST EBONY CASED CLOCK BY THOMAS TOMPION IN THE WORLD

Thomas Tompion, London, Number 222

The case

Of Phase Two design and surmounted by a unique silver folding, faceted scrolled handle with foliate terminals mounted in a pair of pommels, the caddy top mounted to each of the four sides with pierced silver mounts depicting a central urn of flowers over a Green Man mask issuing floral swags, the whole central section framed by the profile figureheads of the Royal Supporters, the Lion and the Unicorn, the former with bared teeth and shaggy mane, the latter with upright horn, the cornice of silver and with an intricate profile over a silver lined front door (both doors with keys and brass locks). The sides set with a pair of matching pierced silver sound frets centred by a male mask within an elaborate symmetrical pattern of foliate scrolls based on the designs of Daniel Marot, enclosed by a silver moulded frame, on a silver-banded base set within moulded borders, the base banded in silver. The whole wooden section of the case is separate from the metal base and lifts off for access via a unique locking system. In order to gain entry to the movement, the front door has to be unlocked so that a lever below the VI position can be engaged. This releases a pierced brass boss below the case which in turn releases a pair of hinged levers locating into pins set in the sides of the case.

The dial

The visible dial plate measuring 79mm x 85mm (3 1/8ths of an inch x 3 5/16ths of an inch), set to the upper left hand corner with a silvered sector marked in single units 0-20 to activate the rise and fall regulation; the upper right hand corner with a matching sector marked S and N to select Strike or No Strike, both sectors with blued steel hands and engraved foliate decoration flanking the engraved signature Tho: Tompion, London, Fecit. The silvered chapter ring with outer Arabic minutes marked in fives and interspersed with engraved fleur-de-lis to denote the half-quarters, the Roman numerals enclosed by a minute band and with standing 'meeting arrow head' half-hour markers, around a quarter hour track, the finely matted centre set to the upper half with a shaped aperture of individual design backed by a blued steel section to highlight the beating mock pendulum, the whole dial mounted with four silver mounts of unique design, with original blued steel hands. The dial plate measuring 80mm x 85mm and cast with a ridge along its upper edge to accommodate one of the three turned dial feet that latch to the front plate of the movement.

The movement

Of eight day duration and with twin chain-driven fusees. The plates measure 105mm x 84mm and are united by seven knopped and ringed pillars, with just 30mm between the plates, all seven pillars latched to the frontplate.

The going train with verge escapement, the pendulum with steel rod and turned brass lenticular bob, suspended from a pivoted shaped brass bar, the open end secured by an engraved brass faceplate with a U-shaped terminal centred around a rotating eccentric steel endpiece to enable the bar to rise and fall to alter the length of the pendulum.

The striking train sounding the hours on a bell mounted above the movement, the hammer with short steel shaft and shaped steel head. Some of the striking system, including the snail, are cut from thin steel sheet. The quarters are repeated on demand by pulling on either of the two cords that sit on each side of the case, each 15 minute interval past the current hour is represented by a single hammer blow on a bell mounted on the frontplate, behind the VI position. The two steel repeat levers are pivoted on the backplate, one on a post, the other with engraved straight footed cock.

The backplate is signed in an oval palm frond cartouche 'Tho Tompion London fecit' within an elaborate symmetrical pattern of foliate scrolls and floral swags, engraved by Graver 155, with a very rare '?' flourish to the 'i', found only on one other clock. The clock is numbered 222 along the lower edge, dating it to 1693.

To the top of the raised handle 19.6cms (7.75ins)

The late 20th century replica commissioned by the owner will also be included as part of this lot, see page 18 for full description. Sold together with a crank-handled winding key with British Museum tag.

ESTIMATE ON REQUEST







PROVENANCE

King William III & Queen Mary II, Kensington Palace
By repute one of the Royal Dukes of York

The case and movement probably separated by 1845, if not earlier.

The Case

By family repute purchased in France by the grandparents
of Mrs. F.S. Alston of Lincolnshire
By descent to her son the Rev. R.W. Alston, Curator of the Watts Gallery,
Compton, Guildford
Sale, Sotheby's, London, 8 July 1949, Lot 62 (with associated movement)
to Courtenay A. Ilbert

The Movement

Dr Douglas Heath, M.D., M.R.C.S., F.R.C.P. of The Cedars, Edgbaston
Sale, Christie's, London, 17 June 1937, Lot 124, 325gns to Courtenay
A. Ilbert

Courtenay A. Ilbert (1888-1956) reunited the case and movement
in 1949

Bought by the Trustees of Sir James Caird, circa 1953
Sale, Christie's London, 30 June 1993, Lot 275 (for £441,500)
Anonymous Private Collection, USA
Mr Colin Clive from 1998

EXHIBITED

Victoria & Albert Museum, Festival of Britain, 1951
The Science Museum, London,
British Clockmakers' Heritage Exhibition, 1952, Exhibit no. 126
Victoria & Albert Museum, 1968-1993
The British Museum, 2001-2014

LITERATURE

- H.A. Lloyd: *The English Domestic Clock - its Evolution and History*, 1938, frontispiece & fig.22
- P.G. Dawson: *Silver Decoration on the English Bracket Clock*, *Antique Collector*, July/August 1950, fig.12
- R.W. Symonds: *Two Clocks in Tight Cases*, *Horological Journal*, March 1951 p.172, figs.145/6
- Watchmaker, Jeweller and Silversmith*, March 1972, p.68
- Catalogue of the British Clockmakers' Heritage Exhibition*, Science Museum, 1952, Exhibit no. 126
- Horological Journal*, July 1952, p.460
- E. Hillary, *The Ilbert Collection*, *Horological Journal*, June 1955
- The Private Collection of Sir James Caird*, privately published 1955, p.22-23
- Catalogue of the BADA Golden Jubilee Exhibition held at the Victoria & Albert Museum*, May 1968, Exhibit no. 5
- Antiquarian Horology* June 1959
- Percy G. Dawson: *Back-plates of English Domestic Spring Clocks*, *The Antique Collector*, April 1963, fig.8
- Eric Bruton: *Dictionary of Clocks and Watches*, 1963, ill. dust jacket
- Dawson, Drover and Parkes: *Early English Clocks*, 1982, fig.629
- C. Jagger: *Royal Clocks*, 1983, p.68-71
- Richard Garnier: *Striking Royal Connections*, *Country Life*, December 1990, p.128-121, fig.4
- Sale catalogue*, Christie's London, 30 June 1993, lot 275 (sold for £441,500)
- Clocks Magazine*, August 1993, p.44
- Antiquarian Horology*, Summer 1994
- Sebastian Whitestone: *Tompion's Smallest Clock Copied and Contemplated*, *Antiquarian Horology*, December 2000, p.617
- Evans, Carter, Wright: *Thomas Tompion 300 Years*, 2013, p.192-193, p.222-223, p.434-437

We are grateful to Jeremy Evans for his help in preparing this catalogue entry.

This remarkable clock is the smallest ebony clock that Tompion ever produced. Made for Queen Mary and King William as part of their re-modelling of Kensington Palace, it was conceived as a unique clock for a unique Royal couple. William and Mary were joint monarchs, and the clock has its own 'partner', known as the 'K' clock: a metal-cased travelling clock with dual balance and pendulum control, also set with identical silver mounts featuring the Royal Lion and Unicorn supporters (see illustration on page 18). The great scientist and polymath Robert Hooke visited Tompion's workshop in the summer of 1693 where he was able to view both clocks, later recording in his celebrated Diary "Calld at Tompion, saw K and Q clocks."

Many great artists experience periods of heightened creativity and success, and the 1690's was without doubt such a time for Thomas Tompion. It was during this decade that Kneller painted his portrait. In 1690 Tompion published a table showing his Equation of Time in Latin, using both the Gregorian and Julian calendars in order to expand his market further into Europe. Some of the noble houses he supplied include the Bourbons in France, the Habsburgs and Hesse-Cassels of the Holy Roman Empire, the Oldenburgs in Denmark, the House of Nassau in the Netherlands, the Medici and Savoy families in Italy, the Spanish Bourbons and the House of Wittlesbach in Sweden.

Another important innovation of the 1690s was the introduction of his ground-breaking 'Phase Two' clock, of which No.222 is an example, which enabled full operation of the movement from the front.

Graver 155

By the 1690's, Tompion's workshop was increasing in size to cope with unprecedented demand for his exceptional clocks. Jeremy Evans has successfully identified the hands of five engravers employed by Tompion (see Evans, Carter, Wright Thomas Tompion 300 Years p.174-185). The backplate of No.222 was decorated by the same hand as the frontplate of Tompion's Mostyn Clock, one of the most iconic pieces of brass in the world of horology. Identified by Evans as 'Graver 155', he also decorated the case fittings, movement and dial for Queen Mary's turtle-shell clock, also supplied circa 1693 (see Innovation & Collaboration, exhibit number 107). Evans has tentatively suggested that Graver 155 may be Bartholemew le Maire, Engraver of His Majesty's Arms-in-Ordinary, working in Charing Cross between 1684-1698.



The Mostyn Tompion, 1693
© The British Museum





TO BE OFFERED AS PART OF LOT 103

AFTER THOMAS TOMPION

A 20th century replica of the silver-mounted miniature ebony quarter repeating table clock, Thomas Tompion, London, Number 222. The movement by Gavin Perham, the case by Oliver Hart.

Expertly constructed and following the original in every detail, this fully striking and repeating clock took over two years to make. The dial and movement are both signed and, like the original, the movement is numbered along the bottom edge of the backplate. It is marked inside by the maker, Gavin Perham. Minor variations are the quarter hammer cock on the frontplate curves the opposite way, and the rise-and-fall regulation is of the more usual rack-and-pinion variety.
195mm (7 11/16 in) high

The clock is protected by a custom-made oak travelling case, with rising lid over a pair of double doors, fitted with shaped and fettled steel mounts, stamps to the underside 'O.HART'.

Literature

Whitstone: "Tompion's smallest clock copied and contemplated" *Antiquarian Horology*, Number 6, Volume 25, December 2000

The clock was commissioned by the current owner in the late 1990s when he decided to loan the original to the British Museum.



Tompion No. 222

The “Q Clock” for Queen Mary

Richard Garnier

Thomas Tompion is unequivocally and justly known to posterity as Britain’s greatest ever clockmaker, but his original training remains shrouded in mystery. Whether or not (as often suggested) he started under his father, also Thomas, a blacksmith of Northill, a village in Bedfordshire, it is clear that he launched himself in 1671, aged a not over-youthful 32, on the London clockmaking scene fully trained. The researches of the present-day Tompion scholar, Jeremy Evans, have led him to the very plausible idea that it was to the young Tompion that the pre-eminent clockmaker Ahasuerus Fromanteel (himself famed as the introducer of the first pendulum clocks in England) was referring when, in a 1657 dispute with the Court of the Clockmakers’ livery company over whether or not he was employing a non-indentured journeyman, he attested that it was untrue he

... had taken a mere smith that was never trained up in Clockwork and taught him the trade... I can but admire how it could be affirmed with so much confidence that my man was never trained up in Clockwork, forasmuch as several of the Court of Assistants know that two men... testified that he had served one five years in the country that made Jacks and Clocks and Guns and Locks and several sorts of work beside...

So the already middle-aged and skillful Tompion soon went on to achieve pre-eminence in the London clock trade and to make many of his most superlative timepieces for the successive monarchs of the day: Charles II, the joint monarchs William III and Mary II, and finally Queen Anne. The introduction to Charles II is known to have come via Robert Hooke, the polymath ‘keeper of experiments’ at the fledgling Royal Society, but it now seems that Hooke had originally heard of Tompion from Sir Jonas Moore, the head of royal military ordnance, who had official lodgings at the Tower of London. The earliest known commission for a clock of Tompion’s make came from Sir Jonas, who installed a Tompion clock in the Wardrobe Tower at the Tower of London, then in 1675 bespoke a timepiece longcase clock for his own lodgings at the Tower, and then commissioned the famed pair of year-going clocks for astronomical observations that were in 1676 set up in the newly constructed Royal Observatory at Greenwich, designed by Sir Christopher Wren. The observatory was a project advanced under the auspices of the royal ordnance and Hooke and Moore were well known to each other.

If what Tompion already made for Charles II was revolutionary in technical terms, including an experimental pocket watch with a regulating hairspring of Hooke’s design to its balance wheel, those pieces were far outstripped by what was commissioned by Charles II’s niece and nephew, Mary II and William III.

But there is additionally a very marked difference in the style, placement, and subject content of the decoration of the pieces (including clocks and barometers) produced after the Glorious Revolution of 1688 by Tompion for William and Mary. Before, Tompion’s clocks were decorated in the Caroline Baroque style, the ornament being of generic foliate scrolls often inhabited with flowers, fitted where deemed appropriate but not necessarily particularly suited to its location. For example, the keyhole escutcheons on Tompion’s early metal-cased miniature spring clocks Nos. 21 and 23 are too wide for their location, overlapping the edges of the door stile they are mounted on.

Following the arrival in London of the Dutchman and his English wife as joint monarchs, Tompion was drawn into the court circle of craftsmen working under the designer Daniel Marot. Marot was a French-born Huguenot Protestant, who had been trained in decoration at the French court of Louis XIV, and who had fled to Holland on the Revocation of the Edict of Nantes in 1683, by which the French king had withdrawn the toleration of Protestants in Catholic France. Marot had found employment under the Dutch prince and princess as their favoured designer, who once they were installed on the British throne then summoned him over England to work on the royal palaces here.

Marot’s great achievement was to pull together the respective craftsmen of the varying media used in the decoration of the royal palaces into using a consistent and codified style promulgating the British monarchy and its leadership (in the person of William III) in the northern European Protestant struggle against the expansionist tendencies of Catholic France under the Sun King, Louis XIV. Thus, under Marot’s direction, the rooms being constructed and the luxurious objects commissioned to fill them were consistently marshaled with allusive symbolism of national or royal emblems integrally interwoven in the overall design of each piece, whether furniture, silver, tapestries, clocks or barometers, etc.. Tompion was the principal supplier of the clocks and barometers thereat, which must therefore be thought of in the context of the royal apartments they were destined for.

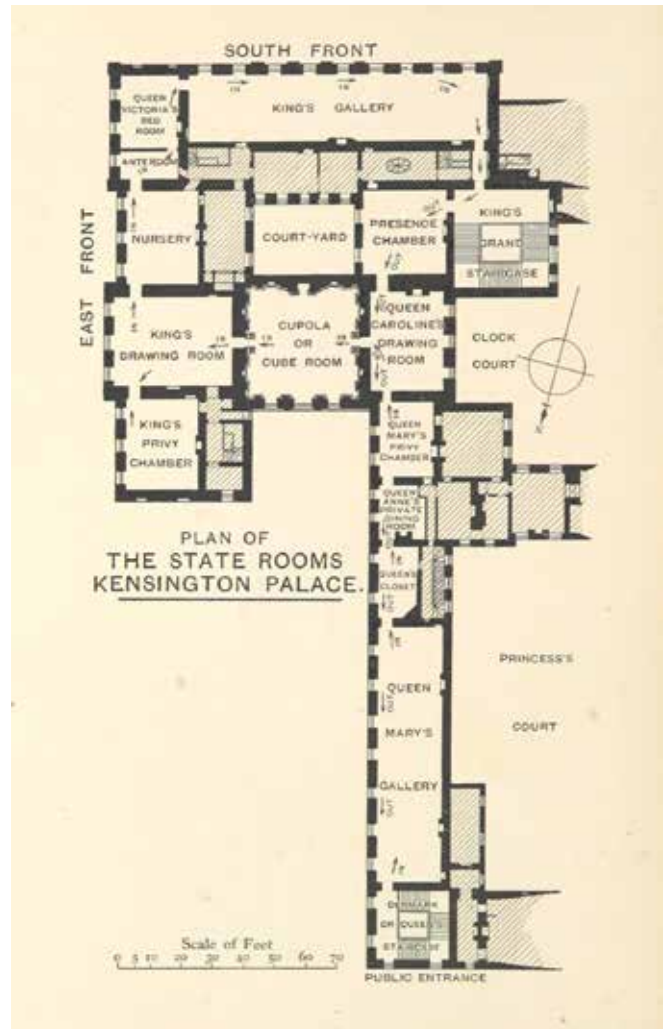
No. 222 at Kensington Palace

This exquisitely decorated and feminine-scaled miniature Tompion clock would have been located within Queen Mary's apartment in Kensington Palace. Kensington was acquired immediately after their accession in 1688 by William and Mary as a suburban or even country retreat to escape from the vast and rambling, over-formalised and stifling palace of Whitehall, located as it was in the coal-smoke choked fug of the metropolis, William famously suffering from respiratory problems.

Nonetheless, reflecting then current Baroque palace plans, Kensington was laid out with a central saloon pertaining to both husband and wife, from which individual apartments for each spouse extended off in opposite directions, to our eyes still very formally stratified in nature. In the illustration of the palace plan included here the saloon common to both spouses is labeled *Cupola or Cube Room*; William's apartment stretched from *Kings Privy Chamber* to *Queen Victoria's Bedroom* (originally William's bedroom, where the 'Mostyn' clock was housed); and Queen Mary's apartment runs from *Queen Caroline's Drawing Room* to *Queen Mary's Gallery* and was approached by the smaller scaled *Denmark or Queen's Staircase* compared with the grander scaled *King's Grand Staircase*. Mary's bedroom was the room marked with hatching to the right of *Queen Mary's Privy Chamber*. Her clock, Tompion No. 222, with its quarter-repeating mechanism would have been intended as a bedroom clock, but could also have been shifted during the working day to any one of her privy chamber, private dining room, or closet, although the last named would sound the most likely daytime location, on account of the clock's miniature proportions.

The K. and Q. Clocks

In 1693 Hooke recorded in his diary two successive visits to Tompion's, where he tantalisingly discussed 'K and Q clocks', but without further detail. In his 1951 monograph on Tompion, the furniture and horological historian R W Symonds suggested the alternative pendulum and balance-wheel regulated movement (dated 1693 on the backplate) that he illustrated, but had lost its original case, should be considered as coming from the 'K' clock. This identification of the 'K' clock was later confirmed on the re-emergence of its silver-mounted giltmetal case at auction some years later, and after several years of continuing separation, the two halves were eventually reunited and today the 'K' clock resides in a private collection, confirmed as the king's travelling clock mentioned by Hooke.



The State Rooms, Kensington Palace

© Alamy



Tompion No. 222, 1693



The King's Clock, 1693



© Alamy Images

Tapestry designed by Daniel Marot showing the Lion & Unicorn supporters.

The Later Life of No. 222

Tompion No. 222 similarly suffered the separation of its case and movement. The movement first was acquired by the eminent collector Courtenay Ilbert when sold at auction in 1937 by a Dr. Douglas Heath. It was at the time of the 1937 auction contained in a plain black japanned, bolection-moulded case. Ilbert, having realised the exceptional nature and miniature size of the movement, next made the perspicuous assessment of the possibility that a small and exquisitely silver mounted case that appeared at auction in 1949 might be the missing one for his movement. The movement associated with the case in that 1949 sale, of much later date of manufacture, bore a plaque inscribed Tompion, and having acquired the lot as a speculation, Ilbert found that the two halves did truly belong, the unique movement-locking latch mechanism on the baseplate of his initially acquired movement locating exactly in the appropriate slots in the case's base. A unique and highly important Tompion clock had been reunited again. Having achieved this, Ilbert pursued the matter of the case's provenance and was informed that it had always been known in the vendor's family as the Duke of York's clock.

Following his death, much of Ilbert's collection was secured for the nation via a private donation and passed into the collections of the British Museum. Tompion No 222, along with various other pieces, had been bequeathed to Ilbert's nephew, Michael Inchbald, founding principal of the still flourishing Inchbald School of Design. Inchbald later decided to sell when approached on behalf of the

trustees of Sir James Caird, Bt., who were keen as a matter of urgency to acquire a number of objects of national importance that could be exempted from inheritance tax on his impending death. A catalogue of Caird's 'collection' was privately published (unfortunately illustrating in error the Barnard Tompion in place of No. 222 actually acquired), and the objects were loaned to national museums, the Queen Mary clock being lodged with the V&A. Next, following the death of Caird's daughter, a Mrs Scudamore, the trustees in 1993 sold the clock at auction. The buyer was an American, but the clock was later repatriated when acquired for the Colin Clive collection in the late 1990s.

The decoration on the case of the 1693-dated 'K' clock significantly bears the personal cypher of William III centred within the ornament to the front and back surfaces of the surmounting dome. Interwoven within the foliate scroll decoration either side of the cypher (WR, for William Rex), are found the heads of the lion and unicorn allusive of the heraldic supporters of the royal arms. These same animal heads are repeated on the side mounts too (illustrated above left). Use of the lion and unicorn heads only is somewhat unorthodox in strict heraldic terms, but completely typical of Marot; exactly the same is seen on the series of tapestries woven in Brussels to Marot's design (illustrated above right), likewise intended for display in the royal apartments. Unorthodox this may be, but the use of the lion and unicorn heads, being taken from the royal arms, pertaining to the person of the monarch alone, would then have been permitted only on objects intended for the ruler.



Side fret panel of No. 222



Design for a tapestry chair back by Daniel Marot

The identity of the 'Q' clock as lying in Tompion miniature spring clock No. 222 was first suggested in an article on 'escaped' royal Tompions published in *Country Life* magazine in December 1990. Many of those Tompion clocks that have left the royal collection were either given as presents during a reign or left as bequests, in either case in subsequent generations by the king or the closer members of the royal family, or alternatively were taken as 'perquisites' by those senior officials in the royal household entitled to do so at the death of the reigning monarch.

That family tradition about the clock case's provenance was the first clue of its true origin as a royal clock, the dukedom of York having always been a title vested only in members of the royal family. The Duke of York living at the time No. 222 was made had already acceded as James II on the death in 1685 of his brother, Charles II, but then fled the country at the Glorious Revolution in 1688 and was unlikely to have been in a position to commission such a clock in 1693, the date that also corresponds with its serial number 222. It is perfectly possible that the clock was in the possession of one of the later dukes of York, from whom it then passed out of the royal family. The discovery by Ilbert of the clocks possible duke of York provenance was not generally known and only more recently unearthed by Jeremy Evans.

Instead, the basis of the identification in 1990 of No. 222 as the 'Q' clock was not founded only on the fact it is the smallest

Tompion spring clock in a wood case – of ebony veneer exquisitely mounted in silver ornament clearly specially designed by Marot (see illustrations above) – so standing out within Tompion's *oeuvre*, or output, as an exceptional clock, as though that alone made it likely as one made for the monarch. The crucial point in the identification was the use of the same dome mount as is found on the sides of the dome of the 1693 'K' clock, and so likewise incorporating the lion and unicorn heads, but here mounted also front and back, not just the sides. The two clocks thus emerge as a 'his and hers' counterparts, as had always been hinted at by Hooke at the moment of their design and construction.

Next, it should be explained why No. 222 should be considered the possession specifically of Queen Mary, and not an object pertaining to the co-monarchs jointly. First, Hooke refers in his earlier 1693 diary entry to 'Queen Mary's clock', so indicating that his second diary reference to 'K and Q clocks' jointly really does mean two distinct clocks, one for each monarch individually and not two for both monarchs together. Second, the William III 1693-clock bears his personally identifying cypher, in contrast to other objects furnishing the royal apartments that carry their joint cypher with their initials W and M conjoined, as seen in illustration of the tapestry, which also incorporates the co-monarchs' joint coat of arms, above which is a conspicuous (single) crown held aloft by the flanking allegorical figures.



Detail of the 'Mostyn' Tompion, circa 1691-93, with distinctive 'i' engraving by Graver 155



Detail of Tompion No. 222, circa 1693 with identical 'i' engraving by Graver 155

Third, and most importantly, No. 222 as a mark of royal ownership carries only the heads of the armorial royal supporters, the lion and unicorn, lacking a personal cypher, meaning it was a royal clock, but Mary's alone. The explanation for this interpretation lies in what was in practical terms the differing status of the married monarchs, notwithstanding their promulgated theoretical equality as co-rulers. That such a pecking order existed is laid bare in their depiction in the ceiling painting (illustrated below) by James Thornhill at Greenwich Palace, later the premises of the royal naval college. There William is seen sporting a much larger crown than Mary's, which is miniaturized by comparison. In the same way the staircase to his apartment at Kensington was grander scaled than his wife's.

It might be thought that Thornhill's depiction is merely a reflection of the way the political nation of the time clearly preferred to have a man in charge rather than a woman. This was despite the true right of Mary to succeed alone, in precedence over and to the exclusion of William, as elder daughter of the outgoing monarch, James II, who had been deemed, by dint of his flight abroad, to have abdicated. William, by comparison, was merely the nephew of Charles II and James II, the son of their sister Mary. Additionally, Mary II's younger sister Anne also took precedence over William, but in the event of the political settlement at the Glorious Revolution had to await William's death before acceding as monarch. Nor was this graded respective status within the joint monarchy only because, in the social mores of



the time, a husband took precedence in a marriage over his wife, and that in practice (in obeisance to that preference) Mary consciously assumed a subsidiary role in matters of state.

Instead, it was also because from William's continental viewpoint, based on what is known as the Salic law in force on the continent confining a royal succession to the male line, women had an inferior right (or even none) to the royal succession compared with a man. This meant that in William's own eyes he took precedence in the royal succession, and he insisted on it.

Nonetheless, a small overlooked point should perhaps be highlighted, in that the maker's signature on both this clock, No. 222, and William III's famed year going 'Mostyn' clock (illustrated p.16) have a small quirk in common: the use of a curving, question-mark like formed dot to the 'i' of Tompion (illustrated above), not found on any other Tompion clock. This is not inappropriate for two clocks that were housed in the same Palace of Kensington in the respective individual bedrooms of the joint monarchs. In conclusion we may say that not only is this the smallest ebony cased spring clock by Tompion, but that in its allusive decoration pertaining to Mary alone, it vividly illustrates and brings to life today the way the wielding of power actually played out in practice between these otherwise mutually devoted, married first cousins who acceded to the crown as theoretically joint and equal monarchs. Such are the ways of the traditional British habit of finding compromise.

Richard Garnier is a member of the British Antique Dealers' Association. He was Head of Clocks and Watches, Christie's 1975-91; Head of Antique Clocks, Asprey and Garrard, 1991-2001. He has acted as an independent antique clock dealer and advisor to leading clock collectors. His rare combination as a historian of architecture and design as well as antique clocks came to fruition in the outstanding early-pendulum clock exhibition at Bonhams, Innovation & Collaboration, in September 2018, with its new insights into the introduction of the pendulum clock and the architectural wooden clock case.

Thomas Tompion, Robert Hooke & Christopher Wren

Professor Jim Bennett

The Union of Mechanical Hands with Philosophical Minds

Students and admirers of Thomas Tompion have long recognised the importance of his relationship with Robert Hooke. Hooke brought him original notions and inventions, introduced him to the London circles of practical mathematics and speculative mechanics, commissioned instruments himself and pointed other patronage in Tompion's direction, and praised him in his published works. The benefits, however, flowed in both directions. It was essential for Hooke to have access to real mechanical skill in a workshop setting. His ideas required practical ability of a very high order, such that he could not supply himself and needed both for discussion and for realisation. Otherwise many of Hooke's ideas would never have developed along realistic lines towards achievable ends.

Hooke's Diary reveals their working relationship and mutual confidence. He was a frequent visitor, as he was to ateliers of a number of trusted artisans and craftsmen. Hooke was almost alone among the natural philosophers of the early Royal Society in his productive relationships with mechanics. He went to Tompion's on 2 May 1674, recording *'Much Discourse with him about watches'*, followed by a range of horological and other topics, and concluding with *'about pocket watches and many other things.'* Even their quarrels reflect the familiarity of established friends. Seasonal goodwill was in short supply on Christmas Eve 1675: *'Tompion a Slug'*.

Hooke would fall out occasionally with almost everyone who frequented his Diary but one exception was Christopher Wren, with whom he maintained a uniquely steady, respectful, cordial and even affectionate collaboration. They had much in common, in interests, attitudes and professional engagement. The most extravagant recorded compliment Hooke paid to anyone was to say of Wren in *Micrographia* (1665) *'that, since the time of Archimedes, there scarce ever met in one man, in so great a perfection, such a Mechanical Hand, and so Philosophical a Mind'*. What Hooke admired was Wren's seamless combination of scientific (in seventeenth-century terminology, 'philosophical') understanding and originality with a practical sense and ability: he could draw, design and construct. In fact Hooke was recognising and admiring in someone else qualities that coincided with his own.

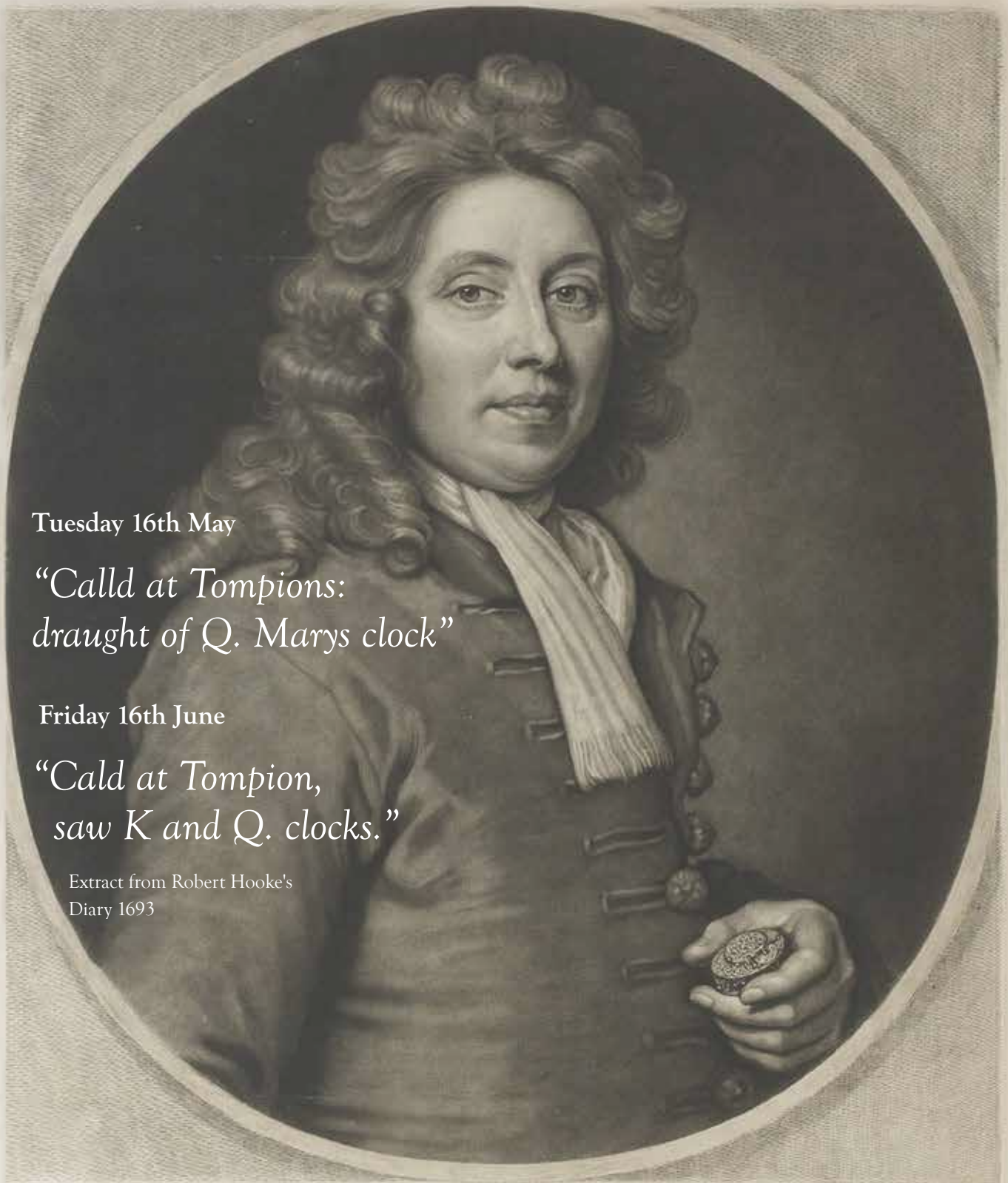
Tompion could take one side of this happy coincidence further than either Hooke or Wren and in doing so would endorse and encourage their conviction that the mechanical and the philosophical were, or should be, intertwined. Hooke described Tompion as

'A person deservedly famous for his excellent Skill in making watches and Clocks, and not Less Curious and dextrous in the construction and handwork of other nice mechanick Instruments.'

The familiarity of Hooke and Wren with Tompion's outstanding mechanical achievements, we might say their vicarious experience of mechanical horology through Tompion, gave them the basis, the justification and the confidence to pursue certain characteristic assumptions in natural philosophy and aesthetics and we shall turn to these in what follows.

Wren was less directly involved with Tompion and his workshop practice but he too was part of the same mechanical discourse. Again Hooke's Diary is helpful, where we find him visiting Tompion on 27 February 1675 and afterwards *'Discoursd much with Sir Ch. Wren about spring watch.'* One of Wren's most original excursions into horology was his work on a self-acting 'weather-clock' – a clockwork-driven machine for recording various aspects of the weather, such as temperature, wind direction and rainfall. This was an extraordinary conception and it actually worked, albeit briefly. The idea and its realisation were later continued by Hooke. He himself had notions that were just as ambitious, notable his equatorial astronomical quadrant controlled by a conical pendulum clock. The quadrant was becoming the instrument of choice for fundamental astronomical measurement but none had been given an equatorial mounting and the idea that the earliest example was to be controlled in its movement in right ascension by an entirely original clock design delivering a smooth motion, as required by the astronomer, was truly audacious in its ambition. Although a working conical pendulum clock was made, none was in fact applied in the period to an equatorial instrument.

Such were the schemes that emerged from the union of mechanical hands with philosophical minds. A more general outcome can also be claimed, namely the comprehensive and influential approach to the natural world known as 'the mechanical philosophy'. Perhaps mechanical principles and material qualities governed not only the machines designed and built by men. Might they not also provide the substance and the action of the natural world, designed and built by God? The more sophisticated, ingenious, various and successful were the human machines, among which mechanical horology provided the most impressive examples, the more credence and confidence could be given to this approach to the natural world.



Tuesday 16th May

“Calld at Tompions:
draught of Q. Marys clock”

Friday 16th June

“Cald at Tompion,
saw K and Q. clocks.”

Extract from Robert Hooke's
Diary 1693

Tho: Tompion. Automatopæus

G. Kneller Eques Pinx

J. Smith fecit et excudit

An intimacy with the work and output of a leading horological workshop would encourage this notion; how much more subtle, ingenious and perfect would be the products of the divine workshop?

Though the mechanical philosophy was becoming widely adopted in the second half of the seventeenth century, Hooke is with justification seen as the leading English enthusiast of his day. Based on observation and experiment, this comprehensive account of the natural world would be articulated in terms of mechanical causes. For Hooke the difference between the artificial mechanical world and the natural mechanical world was simply a matter of scale, and it was his microscopes, in their future development, that would give access to this micro-world, where

... we may perhaps be inabled to discern all the secret workings of Nature, almost in the same manner as we do those that are the productions of Art, and are manag'd by Wheels, and Engines, and Springs, that were devised by humane Wit.

Here Hooke certainly has in mind clocks and watches. Clockwork in its most intricate forms was frequently invoked by writers arguing that nature was fundamentally mechanical, and Hooke's most direct and close access to this mechanical practice was through Tompion.

Hooke had a more intimate relationship with clockwork than most other 'philosophical' commentators. In seeking to illustrate, for example, how the generation of a different kind of vegetation, such as a moss, might grow from a decayed tree, Hooke imagines 'a curious piece of Clock-work' deranged by a series of accidents - 'here a Pin falls out, and there a Pillar, and here a Wheel, and there a Hammer, and a Spring' - in such a way that the clock can go, 'but quite after another manner than it was wont heretofore.'

A similar decay in nature might produce a surprisingly different outcome. Mechanical horology had become a conceptual or heuristic resource for a new natural philosophy.

Advanced clockwork and intricate watch-work were also implicated in the aesthetic and even to some extent moral principles adopted in the work of both Hooke and Wren. Central to these ideas was what it meant to be 'ingenious', a notion applied both to devices and to individuals. 'Ingenuity' carried our modern sense of inventiveness but had other associations as well. Through the adjective 'ingenious', it could refer to intellectual capacity, talent or 'genius', including a capacity for invention or construction, but through 'ingenuous', it could refer to honesty, openness, candour or sincerity. These two senses could be mingled and the confusion of meanings was not reproved. A common attitude within the circle of mechanical interest around Hooke and his associates held that a truly ingenious device was not just clever or effective; its design should be clear and evident, and should avoid ostentation and unnecessary show. Elegance, clarity and intelligibility were all part of ingenuity. Hooke referred in print to Tompion as an outstanding example of an 'ingenious Workman'.

Wren surely carried the aesthetic of ingenuity into his architecture, which has always seemed to confound traditional categories – at once too experimental to be truly classical and too rational to be fully baroque. He also gave us the clearest written expression of its principles, one that seems fully in keeping with Tompion's miniature table clock, No. 222. Wren was writing in connection with a device for the simultaneous production of two copies of a letter, but it could just as naturally be a commentary on Tompion's clock. We are often wrong, he avers, in judging a mechanism by its complexity – 'merely', as he says, 'for the Variety of the Motions and the Difficulty of Performance'. His register of worth is different:

'... comes a more judicious Hand and with a far smaller number of Peeeces ... but compos'd with more Brain & less ostentation, frames the same thing in a little Volume, & such a one I shall call a Master'.

Jim Bennett is a retired museum curator and historian of science. He was Director of the Museum of the History of Science, University of Oxford, 1994-2012, and is now President of the Hakluyt Society.

The Reign of King William III & Queen Mary II

Born at St James's Palace in 1662, Mary was the daughter of the future King James II, and niece of King Charles II. Named after her great-great-grandmother Mary, Queen of Scots, she was married at the age of 15 to her cousin, William III, Prince of Orange in the Dutch Republic.

As the maternal grandson of King Charles I, William had a strong claim to the English throne, and this was strengthened by his 1677 marriage to Mary. The Exclusion Crisis of the late 1670s to early 1680s saw repeated attempts by Parliament to prevent Charles II's heir presumptive, James II, succeeding to the English throne because of his Roman Catholic faith and close ties with France. These political machinations within Parliament are seen as the birth of the modern system of political parties, the factions eventually evolving into the Tory and Whig parties of the late 17th century.

James II succeeded Charles II in 1685, but relations between the Protestant William and Catholic James II were increasingly strained. In the summer of 1688 a son was born to James II and his second wife Mary of Modena at St James's Palace. Named James after his father, his birth displaced Mary from the line of succession to the throne, and indicated that a Catholic dynasty was establishing itself within Protestant England. This event became the catalyst for what became known as the "Glorious Revolution".

Twenty days after the birth of James II's son, a group of seven high ranking Englishmen, including the Earl of Shrewsbury and the

Bishop of London, sent a formal invitation to William indicating their support if he were to invade England with no delay.

William gathered a fleet, greater in size than the Spanish Armada of precisely 100 years earlier, and landed at Brixham in Devon on the 5 November 1688, Guy Fawkes Day. Accompanied by an expeditionary force of over 35,000 soldiers, his arrival, the last successful foreign invasion of England, dramatically weakened support for James II, with many of the aristocracy offering their support to the Protestant invader. Seeing his support rapidly waning, James II fled to France, where, following his failed invasion of Ireland in 1689 he lived out his years under the protection of King Louis XIV near Paris.

In order to consolidate the Crown, Parliament proposed that William and Mary would rule as joint sovereigns. Technically Mary preceded William in the line of precedence, but the insecure William demanded he reign as king in his own right, not as a consort. Parliament, wanting to end any uncertainty as to the succession, agreed to William's caveat that:

"the sole and full exercise of the regal power be only in and executed by the said Prince of Orange in the names of the said Prince and Princess during their joint lives."

Jointly crowned at Westminster Abbey on 11 April 1689, the early years of William III and Mary II's reign saw repeated Jacobite attempts to regain the throne.



From 1690 William III was frequently absent from England, basing himself in the Netherlands to pursue the ongoing Nine Years' War against France. In his absence the more popular Mary II assumed the reins of power, and, with the support of a nine-member Cabinet of advisors proved herself to be a firm but fair monarch.

In late 1694 Mary contracted smallpox, and never recovered, dying at Kensington Palace just after midnight on 28 December. A bitterly cold winter, her body lay in state at the Banqueting House in Whitehall, before a state funeral and burial at Westminster Abbey on 5 March 1695. The Jacobite movement viewed her death as divine retribution for her betrayal of her father James II, and, dying childless (she had miscarried twice in the late 1670s) meant the future of the succession to the throne was in limbo.

After many months of mourning William III continued his military campaign against the French, eventually culminating in the 1697 Treaty of Rijswijk, formally ending the Nine Years' War. France recognised William III's sovereignty of England, ending the Jacobite threat. William needed to ensure the continuity of Protestant rule in England, and to that effect persuaded Parliament to pass the 1701 Act of Settlement, which ensured that if the future Queen Anne (Mary's younger sister) died childless, the Crown would descend through the heirs of Sophia, Electress of Hanover.

In February 1702, whilst riding at Hampton Court, William's favourite horse Sorrel tripped, with William falling awkwardly and

breaking his collar bone. The King returned to Kensington Palace but succumbed to pneumonia on 8th March, the Archbishop of Canterbury and Bishop of Salisbury at his bedside. When his body was being prepared for burial, a black silk riband was found next to his skin, containing a gold ring and lock of Mary's hair. He was buried in Westminster Abbey next to his wife, from whose death it could be said he had never fully recovered.

William can be viewed as a King of contradictions: his political and diplomatic skills were renowned, but his personal manner could be irritable and cold. Whilst not a great military tactician, he led a strong campaign against the French, fighting for the independence of both Britain and The Netherlands. He secured the Protestant succession to the throne, but also established the concept of religious tolerance.

The reign of William & Mary is often overshadowed by those of their more colourful predecessors – the likes of Charles I and II and successors – George II & III, but it must be remembered that they set in motion the transformation of Britain into the global power she became. Far-reaching political and social moves including establishing the independence of the judiciary, the consolidation of the rights of a democratically-elected Parliament and curtailing the powers of the Crown has ensured their legacy has endured to the present day.



The South Front, Kensington Palace, London with the statue of King William III

King William III & Queen Mary II at Kensington Palace

William III & Mary II bought Nottingham House in the summer of 1689 from the 2nd Earl of Nottingham for £20,000. They had been living at Whitehall Palace on the banks of the River Thames, but the damp surroundings did not help William's health, and exacerbated his asthma. Coupled with the medical reasons for a move was a political motivation: by declaring their joint rule, William & Mary needed a clean break from the past: they were forging a new modern monarchy, and felt that distancing themselves from Whitehall and St James's Palace, (both of which held strong associations with the deposed James II,) would enable them do establish a new contemporary monarchy.

The renowned architect Sir Christopher Wren (1632-1723), third President of the Royal Society and builder of St Paul's Cathedral, swiftly embarked on a renovation and expansion of the house, drawing on the best of modern materials: Purbeck stone, Swedish limestone, Baltic timber and iron. By Christmas 1689 William and Mary and their Court had moved the 2km west to the clean air of the village of Kensington, temporarily residing at the nearby Holland House whilst overseeing the building works. Due to the speed of construction, the initial quality of the works was inferior to the simultaneous building project underway at the other Royal palace of Hampton Court. The Royal couple had been eager to move the Court as quickly as possible, and Wren's brief was to adapt and amend where necessary, as opposed to a wholesale rebuild.

Surrounded by formal gardens and parterres in the Dutch manner, the interior of the Palace was transformed into a modern comfortable home for William & Mary, a marked contrast to the draughty, sprawling Whitehall Palace first occupied by Henry VIII in the 1530s. The swift refurbishment meant that the initial attention to decorative detail was minimal, but following a fire in November 1691, the repairs and

reconstruction saw a greatly improved level of decoration fitting for a regal residence. By the spring of 1693 many of the new furnishings were on order from the leading craftsmen of London. Carvings by Grinling Gibbons, furniture by the cabinetmakers Gerrit Jensen and Andrew Moore and tapestries and fabrics designed by Daniel Marot all graced the new suites of State and Private Apartments. To complement paintings by Holbein, Van Dyck, Titian and Tintoretto, the Queen also built up an important collection of Chinese and Japanese Export porcelain, much of which was housed in her Drawing Room and Gallery on the first floor.

Of particular interest to the King and Queen were the latest technological innovations, and they commissioned a number of 'spring clocks' from the royal clockmaker Thomas Tompion. No.222, probably commissioned as part of this 1693 refurbishment of the Palace, is one such clock. It's unique diminutive proportions, silver mounts incorporating the Royal coat-of-arms and quarter-repeating mechanism make it likely that it would have been used at the bedside of the Queen.

At the heart of the British Monarchy for over three hundred years, Kensington Palace has been home to some of the most historically important and colourful members of the Royal Family: Mary's younger sister Queen Anne dramatically argued with her closest friend, Sarah Duchess of Marlborough in the Queen's Closet in 1711; King George I redecorated and enlarged the Palace once more in the 1720's; and in the early hours of 20 June 1837 the 18 year old Princess Victoria awoke in her apartments to find she was now Queen Victoria. In September 1997 the funeral cortege of Diana, Princess of Wales departed from the Palace for Westminster Abbey, the Palace and its carpet of flowers the focal point of international mourning.



Queen Mary II's bedroom, Kensington Palace, the probable original location of No. 222

The image shows a close-up of a highly decorative brass watch movement. The base plate is covered in intricate, engraved floral and foliate patterns. Several mechanical components, including a balance wheel and its hairspring, are visible, secured with small screws. The overall appearance is that of a fine, antique timepiece.

*The Compton
London fecit*



The Royal Hospital, Greenwich

The Cultural Legacy of King William III & Queen Mary II

William III was left devastated by the death of Mary II at the young age of 32. A loyal and supportive wife, she had reigned in an era in which her capable talents were never permitted to outshine those of her husband. William & Mary were great patrons of the arts, and as well as popularising the fashion for blue and white Chinese porcelain in Europe they commissioned some of the finest pieces found in the Royal Collection to this day from the likes of the sculptor John Nost II, furniture designer Thomas Farnborough, the painters Sir Godfrey Kneller and Antonio Verrio and of course several clocks and barometers from Thomas Tompion. They had a passion for architecture, and alongside their extensive renovation of Kensington Palace they embarked on an epic remodelling of the Tudor palace at Hampton Court, redesigning it in the fashionable Baroque manner, aiming to eclipse King Louis XIV of France's Palace of Versailles.

William & Mary were also skilled garden designers with a strong interest in botany, and at Kensington Palace they transformed the surrounding land into an ornate design of parterres, avenues and flowerbeds, bordered with gravel and turf walks and terraces, from which the gardens could be admired. A central message that the gardens were intended to project was one of order and symmetry: an embodiment of the stability the Crown offered a nation in turmoil. William and Mary's hand is also apparent in their famous Maze and formal Privy Garden to the south side of Hampton Court Palace, and also in the gardens at Het Loo in the Netherlands, where the arrangement of fountains, sculptures and parterres were designed to not only awe visitors and courtiers, but to incorporate spaces for private enjoyment and solitude away from the eyes of the Court.

William III & Mary II also supported a number of charitable and educational causes. In 1692 they founded the Royal Hospital at Greenwich, again using their architect of choice Sir Christopher Wren to design the vast complex, the ceiling of the Painted Hall being decorated with portraits of themselves. In the same year they also continued the expansion and development of the Royal Hospital at Chelsea, founded by Charles II as a permanent hospital for disabled soldiers. In 1693 the King and Queen endowed the College of William & Mary in Williamsburg, Virginia, making it the second oldest institution of higher education in the United States. Intended to provide education for both native American young men as well as the sons of the colonists, it counts three American presidents and four of the signatories of the Declaration of Independence amongst its distinguished alumni.



The Wren Building, College of William & Mary in Williamsburg, Virginia

Two 20th Century Owners of Tompion No. 222

Courtenay Adrian Ilbert, (1888-1956)

Courtenay Ilbert was the older of two children born to Beatrice and Arthur Ilbert. His father was in the cotton industry trading out of Shanghai, and were a family of considerable wealth, with further landed interests in Britain, China and India. On Arthur's death in 1899, he bequeathed "*all my watches*" to his wife, a collection that was perhaps early inspiration to the eleven-year-old Ilbert.

Educated at Eton, in 1906 Ilbert went up to King's College Cambridge, where he studied Civil Engineering. Rejected for service in 1914 due to a skiing accident, Ilbert pursued a career with Lyste Partnership, where he oversaw inspection for the Department of Explosive Supply.

In 1921 Ilbert secured a lease of 10 Milner Street in South West London where he was to live the rest of his life. Here he established one of the finest clock collections in the world and where, in the dining room in 1953, the Antiquarian Horological Society was founded.

A born collector, he evolved from pebbles and semi-precious stones as a child before moving on to acquire miniature furniture. But it was watches and clocks that held a particular fascination for most of his life. Horological artefacts from around the world made their way into Milner Street. His was not a collection from only the Golden Age of English clockmaking, but also included contributions from France, Germany, Italy, Switzerland, China and Japan. The story of Ilbert's acquisition of Thomas Tompion Number 222 is a fine example of the very best type of collector: one with the drive and determination together with the perception and erudition to be able to recognise and reunite the two component parts of such a historically important clock.

Sir James Caird, (1864-1954)

Born in Glasgow, Scotland in 1864, James Caird was educated at the Glasgow Academy at around the same time that Peter Pan author J.M. Barrie and the painter David Young Cameron were enrolled at the school. At the age of 25 he moved to London, being employed by the shipping company Turnbull, Martin & Co. By 1903 he was owner of the Scottish Shire Line, who ran a fleet of six ships between Britain and New Zealand via Cape Town and Australia. The company was subsumed by the larger Cayzer Irvine Clan Line, and during the First World War Caird established a new shipyard at Chepstow in order to avoid disruption caused to the supply of replacement ships from enemy attack. This venture was so successful that the government bought him out in 1917. Caird then looked to diversifying his business interests, foreseeing the post-war decline in the shipping industry.

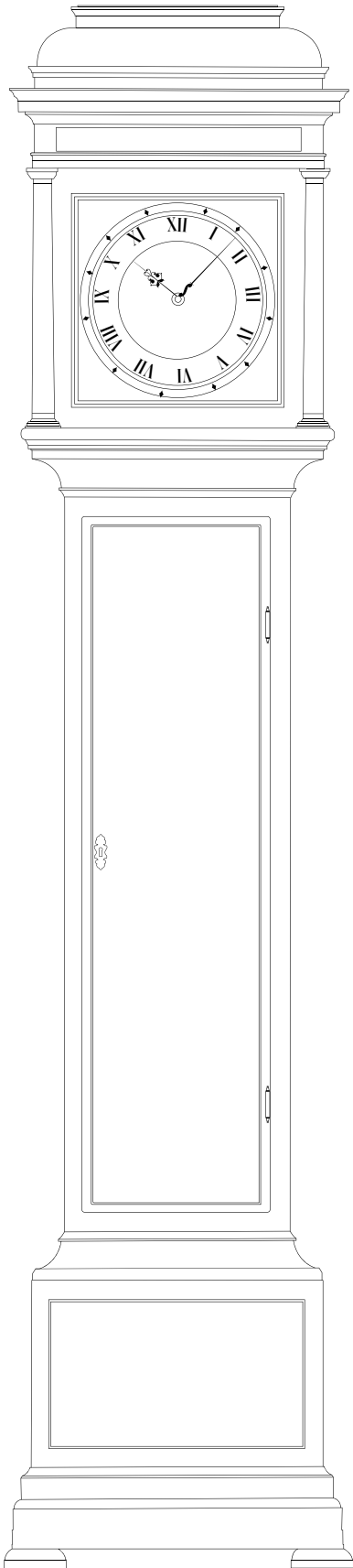
A passionate naval historian, Caird amassed an important collection of marine and nautical-related items and used some of his large fortune to help with the preservation of British naval history. In the early 1920's he led the "Save the Victory" campaign, aimed at preserving Admiral Lord Nelson's historic flagship that had seen action at the Battle of Trafalgar in 1805, and which was then in a perilous state of repair in dry dock at Portsmouth.

With growing national interest in Britain's naval history, Caird joined the board of trustees of The Society for Nautical Research, established in 1910 to further research in maritime archaeology and encourage the preservation of historical artefacts. The Society was instrumental in the foundation of the National Maritime Museum, which found a home in the former Greenwich Hospital, which had been founded by Queen Mary II in 1694, in buildings designed by Sir Christopher Wren, William III & Mary II's premier Court architect. Caird was the principal donor for the Museum, which was formally opened on 27 April 1937 by King George VI, accompanied by his daughter Princess Elizabeth, the future Queen Elizabeth II.

Caird was created a baronet in 1928, taking his title from his Scottish home, Glenfarquhar, in Aberdeenshire. He died in September 1954 at his home in Wimbledon, aged 91, and is commemorated by a bust in the Marble Rotunda at the entrance to the Caird Library at the National Maritime Museum.



Courtenay Ilbert's hand, holding No. 222, circa 1950



George Graham, no.707,
scaled for comparison





104

A FINE AND RARE EBONY MINIATURE LONGCASE CLOCK WITH SKELETONISED DIAL, MAINTAINING POWER AND QUARTER REPEAT FACILITY

John Wise, London, circa 1675

The case

ebony veneered on an oak carcass, the rising hood with shallow caddy top and five brass ball finials over four brass-mounted Doric columns, the long trunk door just 7.5in wide, with spoon lock, and applied with three rectangular panels within a D-moulded edge, on a plain base raised on squat brass ball feet, the backboard set with sprung catch to secure the hood in the raised position for winding, together with a trunk door key with British Museum name tag.

The dial

the 7 inch square brass dial with unusual flowerhead and foliate scroll spandrels framing the skeletonised chapter ring with Arabic minute band and proud Roman numerals, interspersed by shallow dotted half hour marks, with applied silvered subsidiary seconds dial and chamfered date aperture, with shuttered winding square, with pierced blued steel hands.

The movement

the eight day, weight driven movement with plates united by five knopped and finned pillars, the single going train with bolt-and-shutter maintaining power to the anchor escapement with long pendulum suspended from an adjustable rating nut set on an open brass box secured to the backcock. The movement further set with a quarter repeating train activated via one of two cords hanging from each side of the trunk, the quarters struck on two bells and hammers, the hour struck on a separate bell mounted above, 1.75m (5ft 9ins) high

£120,000 - 180,000

Provenance

Sotheby's New Bond Street, 13th December 1988, lot no. 201

John Wise was born in 1624 and baptised at Banbury, Oxfordshire. He was appointed to Peter Closon, the renowned lantern clock maker in 1638, but not made a freeman of the Clockmakers' Company until 1670. During the intervening thirty-two years he may have been working in Warwick, where he certainly maintained the two church clocks of St Nicholas and St Mary. To date there are no known clocks made by John Wise during this period, when his seven recorded sons were baptised at St Mary. From 1670 he appears to have worked in London, where over the years he took all his seven sons as apprentices. His eldest son, John, was apprenticed to his father in 1675 and probably succeeded to the family business until at least till 1720.

The World of Joseph Knibb

Andrew King

"I have long felt that the Knibb Family's contribution to the clock-making industry in the 17th C has not received the attention it deserves, personally I have always admired Joseph Knibb's work and have never seen a bad clock by him."

The words of Lord Harris ring as true today as when spoken more than 50 years ago. In one of the finest private horological collection of clocks at Belmont in Kent in which there are 11 clocks by Joseph Knibb, Lord Harris spoke from a lifetime's experience.

Joseph Knibb was born in 1640, in the middle of a century which was the most progressive and at the same time one of the most extraordinary centuries in British history, both politically and in the world of science. Later in the century, a revolution in clock-making rapidly led to a golden era driven by science, inspiring the generation that followed the restoration of the Monarchy in 1660. This throwing off the yoke of Puritanism endured through the Interregnum, led by the complex character of Oliver Cromwell. In 1642, when Joseph Knibb was just two years old, England descended into Civil War. King Charles I left London for the last time losing Parliament, his Court and finally his head. 1642 was also notable for two other events: In January of that year the great Galileo died, and in December on Christmas Day, the equally notable Isaac Newton was born. The seat of European learning removed from the Mediterranean Basin where it had reigned for more than 2,000 years, in a shift to Northern Europe, to France, to what is now Germany, to the Dutch Republic and to England. It was not just a geographical change, it was a change in the thinking process:

"In the era bounded by Galileo's Dialogo of 1632 and Newton's Principia of 1687, science changed. Observation, even when performed with enough care to be called experimentation gave way to rigorous mathematical analysis as the primary approach to physical phenomena. Whereas Galileo aimed to instruct laymen about his view of the world order by means of plausible argument and analogies, only an experienced mathematician could hope to understand the world picture enunciated by the Principia. This mathematisation of physics was a defining element of that intellectual upheaval we call the scientific revolution and the requirements still imposed today that a theoretical physicist be an able mathematician stems from a tradition that flowered in the 17th Century." (Unrolling Time by Joella Yoder 1988)

In 1658 when Joseph Knibb was still in his apprenticeship, just eighteen years old, Christian Huygens published his "Horologium" the first step towards the publication of "Horologium Oscillatorium" completed little more than a year later but not published until 1673. This scientific work defines Huygen's contribution to the accelerated motion of a falling body, culminating in the proof of isochronism of the cycloid. This, the birth of the pendulum clock. Huygens was the very first to apply mathematics to the law of the pendulum. He paved the way for a whole new way of scientific thinking and a new path for clockmakers who quickly realised that long seconds-beating pendulums were the way forward for more accurate and stable

time-keeping. During the 1660's considerable efforts were made to achieve this, leading to the now-familiar anchor escapement which finally arrived around 1670. Joseph Knibb was at the forefront of this innovation with his further contribution in his quest to conserve energy through lightweight construction methods and ingenious striking systems with their further inherent energy conservation.

The Knibb's were a large family originating from the North East Oxfordshire villages of Claydon and Farnborough. Peter Knibb, the first of the clockmaking dynasty, was born in 1651. He was apprenticed to Joseph in Oxford in 1668 and moved with Joseph to London, where he became free of the Worshipful Company of Clockmakers in 1677. Little of his work survives today and following his return to Farnborough around 1679 nothing further is heard from him.

The name of Samuel Knibb is a conundrum. Both his origin and date of death remain uncertain. There is a belief that he was Joseph Knibb's cousin and thus born in 1625. There is the record of a Samuel Knibb free of the Worshipful Company of Clockmakers in 1663 which would have made this Samuel 38 years old. It is also thought that Samuel Knibb worked for a time in Newport Pagnell, yet recent research has failed to find any primary source to support this. Another possibility has to be Joseph's older brother, also named Samuel. Born in 1637, he would have been just 26 in 1663, a far more likely age to be a free London clockmaker. Samuel Knibb's date of death is also in doubt, but would appear to be some time between 1670/1 and 1674 at the latest. Although very few clocks survive by Samuel Knibb they are all of a very high quality, innovative in design and intriguingly, clearly influenced and even associated with Asheurus Fromanteel and Thomas Tompion.

Joseph Knibb was from a family of ten children. His younger brother by ten years, John, is well documented. He worked closely with Joseph and finally inherited Joseph's estates, a not-inconsiderable fortune. The Knibb's were farming stock (and apparently had been for many generations), so how did the interest in clock-making emerge in this particular generation? The answer could be with Joseph's mother Elizabeth, a strong woman who lived into her 70's. Before she married Joseph's father Thomas she was Elizabeth Wise from Bodicote, a little further south from Farnborough. The Wise family had been dominant in Bodicote for several generations, and many of whom became renowned London clockmakers. The earliest recorded, John Wise born in 1625 was apprenticed in London in 1638. He and his wife had a least seven sons all of whom became clockmakers. [See lot 104 for a fine example of a longcase clock by John Wise] John Wise Junior was born in 1658, and made a clock for the Church of St. John, Bodicote in 1700, and is reported to have retired there from London, and in 1730 Richard Wise clockmaker made a sundial for Bodicote. John Wise Senior could have been a cousin to the brothers Samuel and Joseph and his apprenticeship in London, when the brothers were small boys, could have been their inspiration. A further connection is the apprenticeship of Cadwalunder Wise to Peter Knibb in 1679. Currently there is no known apprenticeship record for Samuel or Joseph Knibb.

**William Knibb
of Claydon**
buried 29 Nov 1636

George of Farnborough
d. 1638

John of Claydon
d. 1663

Thomas of Claydon
d. 1675

Elizabeth Wise
d. 1681
m. 1629

Hanna
b. & d. 1638

Ruth
b. 1639

Noah
b. 1641

James
b. 1645

Stephen
b. 1645

Rachel
b. 1648

Peter
b. 1651

Job
b. 1653

Isaiah
b. 1657

Richard
b. 1620

Thomas
b. 1622

Temperence
b. 1624

Samuel
b. 1625

Simon
b. 1627

George
b. 1630-68

David
b. 1632

Salomon
b. 1635

John
b. 1636

Mary
b. 1630

Richard
b. 1632-83

Thomas
b. 1634

George
b. 1636

Samuel
b. 1637

Joseph
b. 1640-1711

Martha
b. 1642

Hanna
b. 1620

Daniel
b. 1650

John
b. 1650-1722

Joseph Knibb emerges for the first time in Oxford in 1663/4. Initially he set himself up in St. Clements, outside the city liberties, but by 1666 he had moved to Holywell Street. A busy street with many tradesmen, Joseph found accommodation at No.27, but needed to be granted the Freedom of the City in order to be able to trade. With some considerable doubt over a recognised apprenticeship, there was strong opposition to this from the other traders. He was finally successful, but only after he had rather mysteriously matriculated at Trinity College as a horticulturist, withdrawing his claim to being a privileged craftsman by paying a fine. All this took a long time but with his Freedom finally gained in February 1668, Joseph took his cousin Peter on as an apprentice alongside another, Thomas Smith, at around the same time. From his working years in Oxford, Joseph issued a token, the obverse reading “*Joseph Knibb Clockmaker Oxon*” the reverse a clock dial with one hand and the initials IK (the letter I often used as a J).

Joseph Knibb was at the forefront of the invention of the anchor escapement, which would usher in the long seconds-beating pendulum. There exists an interesting turret clock made by Joseph for Wadham College Oxford, allegedly under the patronage of Sir Christopher Wren and heralded as one of the earliest examples of an anchor escapement. This clock certainly has an anchor escapement and there is a record of “*Knibb for keeping the clock for one year ending Mich. 1671 £1*”. However, there is no record of when this clock was made or even when it was installed, and the escapement displays evidence of a fully-developed version possibly of a later period. However, from this same period there exists a small group of movements made by Joseph Knibb displaying anchor escapements, but in only what can be described as in a prototype, embryonic form, far removed from the escapement in the Wadham College clock. There exists another even more interesting clock dating from the same period with an entirely unique and ingenious escapement generally described as a “cross beat anchor”. This is a rather high friction escapement with multiple links, but it most definitely allows for a long seconds pendulum beating within an arc acceptable for the trunk of a longcase clock. A further example of Joseph Knibb’s unique innovative development of the anchor escapement is with the few surviving examples where the escape wheel is of the tooth pattern of a regular train wheel.

When Joseph Knibb moved to London around 1670 he established himself “*At the Dial in Fleet Street*” no more than 16 houses away from Thomas Tompion on the corner of Water Lane. Knibb and Tompion were of a similar age, Tompion just a year older. They were contemporaries working together in the golden period of clock-making following the 1660 Restoration of Charles II. His return to the throne inspired unprecedented patronage of the arts and sciences, the restoration of the Royalist cause releasing previously suppressed wealth. Although Tompion undoubtedly produced some of the finest clocks of the period, he produced ten times as many watches as clocks. Joseph Knibb was principally a clock-maker, very few watches by him are known, but he produced a wide variety of clocks including many types of table, longcase, hooded wall and lantern clocks. Evidence that Joseph became rapidly established is seen in the commission he received from St. Andrews University in Scotland to provide three special clocks in 1673. The order came from James Gregory, Professor of Mathematics at St. Andrews and a noted astronomer. Gregory corresponded extensively with John Flamsteed, first Astronomer Royal during which time he sought Flamsteed’s advice. In a letter to Flamsteed dated 19th July 1673 Gregory explained the instrument he was ordering for the Observatory at St. Andrews:

“I have two pendulum clocks making with long swings vibrating seconds and pointing hours, minutes and seconds without striking, and also one little pendulum clock with a short pendulum vibrating four times in a second also without striking for discovering small intervals when there may be a pointe.” (i.e. a particle. In this case one third seconds).

These three clocks are extant, the epitome of originality. Joseph Knibb was a noted stylist, and his table clocks have a simplicity and delicate feel. The proportions have a perfection suggestive of understatement where the simplicity proves that less really is more. The movements are finely made, the plates unusually thin, the under-dial work fine and light, all in the quest of saving energy. Ronald Lee (author of “*The Knibb Family Clockmakers*” 1964) pronounced that whilst Knibb’s clock plates are “*Beautifully Thin*”, Tompion’s plates are “*Beautifully Thick*”, and further defined Knibb’s work as “*the Female of the Species*”. As has been suggested, this drive for energy conservation led to some unique striking systems. Most of them are found in table clocks, but similar attention was given to longcase clocks as well. Apart from conventional hour and even half-hour striking, there were hour and quarter-hour striking using just a two-train movement.

Types of Striking systems used by Joseph Knibb

Grande Sonnerie

With three trains, each quarter struck followed by the preceding hour. At the hour, four quarters are struck followed by the present hour.

Roman Striking

This uses two bells of different tones. Following the Roman notation of the dial, the Roman I is struck once on the smaller bell, with one strike on the larger bell for V and two strikes on the larger bell for X. The 4 o'clock position on the chapter ring is marked IV instead of the usual IIII, means more energy is saved: with a conventional clock there are 78 strikes over a 12-hour period, but with Knibb's Roman striking system there are only 30. An ideal concept for long-duration clocks, the system obviously had its devotees as it is occasionally found on 8-day clocks too.

Double-Six Hour Striking

Not entirely original to Knibb, but refined by him, and not quite as economic as Roman Striking. After striking the first six hours normally there is one strike again at 7 working up to six times at 12 o'clock. This results in 42 strikes over a 12-hour period.

Double-Double Six Striking

This is the same as Double Six, but with the addition of striking the half-hours. One possible variation could have been a cocktail of intricacy combining Roman Striking with Grande Sonnerie, but to date this has never been seen.

A detail sometimes found in Knibb's striking trains (although not unique to him) is something seen rarely - the Half Time Hoop-Wheel. This is easily spotted by two gaps in the hoop wheel instead of the single gap. Once again, a conservation of energy results in 39 revolutions of the hoop wheel instead of 78 over a 12-hour period. The striking trains in Knibb clocks are often crowned with square-edged bells - the commonly used term "pork pie" is surely pejorative and inappropriate for this great maker. The reason for the "*Beautifully Thin*" movement plates was probably to reduce pivot friction, but this does result in a higher rate of wear. Another economy of manufacture, notably with the cases of the Knibb's longcase clocks, is the occasional use of Cariniana for the carcass of the cases, a tropical hardwood similar but inferior to Cuban mahogany. A very plain featureless timber, it is free of knots, but with Knibb's cases it would appear that this could be re-used timber, evidenced by the presence of clearly filled holes (both round and square patches) in the Cariniana boards, a hitherto unexplained situation for a high-quality case.

In 1693 Joseph Knibb moved to Suffolk Street:

"Joseph Knibb, Clockmaker at the Dyal at Serjeants-Inn-Gate in Fleet Street is now removed into Suffolk Street near Charing Cross"

and in 1697 he retired, possibly due to failing health, although he was only 57. His retirement sale notice is revealing as it explains much about his business:

"At the Clock Dyal in Suffolk Street (he evidently took the dyal with him from Fleet Street) near Charing Cross on Monday 26th instant will begin the sale of a great parcel of very good pendulum clocks made by Joseph Knibb, some do go a year, some a quarter of a year, some in a month, some a week and some 30 hours; some are Table Clocks, some Repeat themselves and some by pulling Repeat the Hours and Quarters. They are made and to be sold by Joseph Knibb at his house at the Dyal in Suffolk Street aforementioned where the sale will continue until Whitsuntide unless sold sooner. There are also some watches to be then and there sold, good Penny-worth."

It is interesting to note the considerable stock held by Knibb, and although he mentions year going clocks, none are known to have survived. With Joseph's retirement in 1697 Samuel Aldsworth (died circa 1730) succeeded to the business. Aldsworth was a renowned apprentice to the Knibb brothers, apprenticed to John in Oxford, and later consolidated his connection with the Knibb family through his marriage to Elizabeth, a niece to Joseph in 1703. Joseph Knibb retired a man of considerable wealth, acquiring an estate at Hanslope, Buckinghamshire in 1691. Hanslope is a small parish with population of only a few hundred, no more than four miles from the busy market town of Stony Stratford. The acquisition of the Deed of Purchase of the Hanslope Estate was witnessed by Joseph's older brother, the Reverend George Knibb (1636-1701) who became the Vicar of Blisworth, 6 miles from Hanslope, in 1687, where in turn Joseph had nominated his brother to the living having purchased the patronage of the parish for the purpose. It was from Blisworth that Joseph took as apprentice James Hunt in 1699, and another apprentice William Shortland was accepted in 1703, serving his time by December 1711 when Joseph died. Joseph was active to the end of his life, bequeathing his estate to his brother John who had remained established in Oxford.

Joseph Knibb is the epitome of the very finest of 17th Century clockmakers. His innovation, invention and sense of overall fine design combined with an appreciation of the aesthetic of understatement, places him centre-stage in the Golden Age of English Clockmaking.

Andrew King is an independent horologist with nearly 60 years experience in fine antique clocks. He has extensively researched the life and work of Joseph Knibb, and has lectured widely on the subject.



105

A FINE AND VERY RARE EBONY VENEERED GRANDE SONNERIE TABLE CLOCK, STRIKING THE RARE 'DOUBLE SIX' SYSTEM

Joseph Knibb, London, circa 1685

The case

surmounted by a gilt brass tied-bud handle on circular pommels over three pierced brass mounts, the flat-topped cornice with moulded underside over glazed rectangular side panels and a moulded base, the front door with pierced sound fret and mask and scroll escutcheons.

The dial

measuring 6.5 inches square and signed along the lower edge 'Joseph Knibb, Londini fecit' and cornered by winged cherubs head spandrels, the silvered chapter ring with an outer minute band marked in 5s enclosing the Roman hours with fleur-de-lis half-hour markers, the matted centre with chamfered date aperture and blued steel hands.

The movement

the triple gut fusee movement with split front plates united by eight baluster-shaped latched pillars, the going train with knife-edge verge escapement, striking the quarters and every 15 minutes on a pair of graduated bells and the hours on a separate bell, activated via a pair of engraved countwheels mounted on the backplate. The backplate signed in a gentle arc across the centre, within shaded foliate scrolls terminating in flowerheads, enclosed by a single line border.

33cms (13ins) high

£100,000 - 150,000

Joseph Knibb's concern with the conservation of energy is evident throughout his working life. This extended particularly to his striking system. With his double six Grande Sonnerie system Knibb saves 188 blows each day, over a conventional Grande Sonnerie wheel train. With a conventional 24 hour striking system, a day is divided in just two 12 hour periods. Knibb's double six system takes this a stage further by dividing the striking day into four quarters. In the first quarter of the day, from midnight to six am, the clock strikes one to six as expected, at seven am, the clock strikes one up to six at midday. The third quarter, the clock strikes at 1pm as expected up to six pm and then reverts to one at seven pm up to six at midnight. To assist the owners to familiarise themselves with the system, the first and third quarter of Knibb's ingenious movement will always be in step with any other conventional clock.

Provenance

Bobinet

A similar example was sold Christie's, July 2002, lot 88 for £107,850





106

A VERY RARE MONTH-GOING 'PHASE ONE' SPRING CLOCK WITH ROMAN STRIKE AND TIC-TAC ESCAPEMENT

Joseph Knibb, London, circa 1675

The case

ebony veneered on an oak carcass with shallow caddy top with tied bud handle over four ball finials with turned buds and a moulded cornice, the front door with silk-backed sound fret and twin mounts, each side with a long glazed panel, the rear door with central glazed panel on a moulded base with block feet.

The dial

nine inches square and cornered by winged cherub's head spandrels, the silvered chapter ring with Arabic minute track encircling the Roman numerals and fleur-de-lis half hour markers (the 4 denoted as IV to indicate the Roman strike system), with an inner quarter hour track, the very finely matted centre with chamfered date aperture below XII, signed along the lower edge below the chapter ring, with blued steel pierced and sculpted hands, and secured to the movement by four latched dial feet.

The movement

The plates just 1.75mm in thickness and united by eight slender knopped pillars, all latched to the frontplate, the substantial barrels with slim chains to the fusees, the five-wheel going train terminating in a tic-tac escapement, the pallets spanning two teeth the strike acting on a pair of bells and operated via a countwheel on the backplate.

The backplate

framed by a single line border and centred with the copperplate signature 'Joseph Knibb, Londini Fecit' within a foliate cartouche with bud terminal, above a pair of engraved branches with foliate scrolls above.

Together with two case keys, and a brass winding key with pierced foliate top section, secured by two British Museum tags.
42cms (16ins) high

£70,000 - 100,000

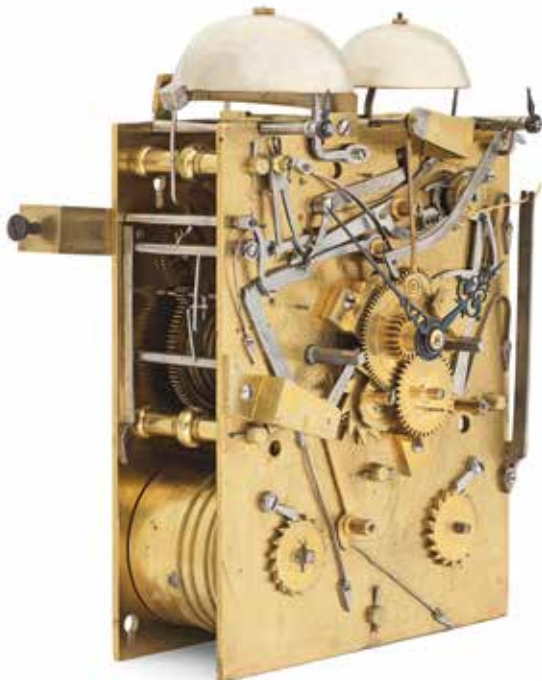
Provenance

A Private Scottish Collection
Bobinet at Grosvenor House Antiques Fair, mid 1990s

Comparable clocks are in the National Trust collection at Lyme Park and the Lord Harris Collection at Belmont.

Similar examples by Joseph Knibb were sold in these rooms:
14 December 2010, lot 96, a Dutch striking example with silver skeletonised dial sold for £153,600
28 June 2011, lot 95, A Roman striking example with tic-tac escapement sold for £126,000





107
**AN IMPRESSIVE EBONY TURNTABLE CLOCK
 WITH KEYHOLE BACKPLATE OF TWELVE DAY DURATION**
 Daniel Quare, London, circa 1705

The case

the stepped caddy top surmounted by five urn finials, the uppermost example larger in size and set on a plinth with scroll supports, further mounted with ribbons, floral swags and winged cherubs heads, the centre front mount with a central vacant cartouche flanked by cherubs in flight, the architrave set to all four sides with a repousse mount backed by red silk and interspersed by lions head mounts, on Doric columns to a stepped base on gadrooned feet, further set on a turntable base. With restorations; base replaced.

The dial

6 and 5/8ths of an inch wide by 7 1/2 inches high and signed in a reserve along the top edge, above XII, flanked by pierced mounts and the twin subsidiaries for rise-and-fall regulation and strike/not strike, each smaller dial within an unusual cast bezel with triangular top section, the silvered Roman and Arabic chapter ring with minute band framing the elaborate meeting-arrowhead half hour markers and inner quarter hour track to the finely matted centre with mock pendulum and date apertures, and blued steel hands.

The movement

The twin gut fusee movement of twelve day duration, set between two plates united by six knopped and finned pillars, with pivoted verge escapement and rack strike on a bell, the rise and fall through a fine and unusual geared rack, the hammer operated by a separate arbor with a slip linkage system, the striking with a flirt action snail and a locking piece for the rack hook released at the first turn of the gathering pallet, the under dial with small but significant features the quarter repeat acting on a separate bell. Further set with a (replaced) engraved backplate with wheatear border framing a central vase of flowers over a Green Man mask within strapwork and foliate scrolls, with additional signed apron.

Together with two case keys with a British Museum tag.
 62 cms (24.5in) high.

£80,000 - 120,000

Provenance

R.A Lee. (Fine Arts) Ltd. Advertised in *Antiquarian Horology*, Volume 18, page 366 "A most unusual Queen Anne table clock made by Daniel Quare of London. The case work is of similar design to those cases made for clocks by Thomas Tompion."



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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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion in which 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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*).

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

Debit cards issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the Sale of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

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

On behalf of the *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 attempt to detail, as far as practicable, 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.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ 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 on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

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

	<p>the <i>Catalogue</i> which is not printed in bold letters, the remainder of which <i>Entry</i> merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i>, whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i>, is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.</p>	<p>8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 COLLECTION OF THE LOT</p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>8.1.7 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;</p> <p>8.1.8 to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;</p>
<p>4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the Buyers' agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i>; and</p> <p>8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.</p>
<p>5 RISK, PROPERTY AND TITLE</p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p> <p>8 FAILURE TO PAY FOR THE LOT</p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>8.1 If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i>, the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):</p>	<p>8.3 On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i>, after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i>, within 28 days of receipt of such monies by him or on his behalf.</p>
<p>6 PAYMENT</p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>8.1.2 to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 THE SELLER'S LIABILITY</p> <p>9.1 The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term</p>

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 and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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

1 THE CONTRACT

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

2	PERFORMANCE OF THE CONTRACT FOR SALE	or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	paragraph 4.2. These storage fees form part of our <i>Expenses</i> .
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
3	PAYMENT AND BUYER WARRANTIES		
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:	4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;	4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .
3.1.3	if the <i>Lot</i> is marked [AR], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	
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.	3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.	5 STORING THE LOT
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , 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 <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .		6 RESPONSIBILITY FOR THE LOT
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11 we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.1 Title (ownership) in the <i>Lot</i> pass to you on payment of the <i>Purchase Price</i> to us in full in cleared funds, although we reserve the right not to release the <i>Lot</i> to you until our investigations have been completed to our satisfaction under paragraph 3.11.
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	6.2 Please note that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion	4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in	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 <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):

7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10 OUR LIABILITY	
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9 FORGERIES		10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com 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" Any person considering, attempting or making a Bid, including those who have 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 treaty).

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

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

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

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

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

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

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

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

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

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

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

"Website" *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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