Bonhams



Fine Instruments of Science & Technology, and Engineered Models

including property from The British Engineerium, Hove





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Montpelier Street, London | Wednesday 25 September 2019, at 1pm

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Front cover: Lot 65
Back cover: Lot 12
Inside front cover: Lot 89, 92, 97
Inside back cover: Lot 24

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PROPERTY AT THE BRITISH ENGINEERIUM, HOVE

Please note that, due to their size and weight, Lots 2, 43, 50, 51, 52, 53, 54, 55, 57, 79, 83, 84, and 86, can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Details of the location of The British Engineerium can be found on their website at this address: https://www.britishengineerium.org/location.php

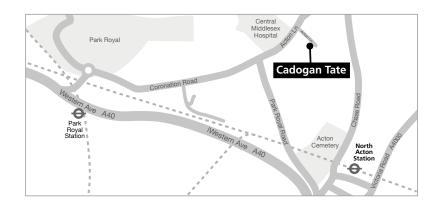


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All sold lots marked **TP** will be removed to Cadogan Tate 241 Acton Lane, London NW10 7NP from 9am Thursday 26 September 2019.

All sold lots marked **TP** will be available for collection from Cadogan Tate from 12pm Friday 27 September 2019 and then every working day between 9am – 4.30pm

Collections are by appointment only & a booking email or phone call is required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will be requested at the time of collection.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 988 6100 to ensure lots are ready at time of collection.

All other sold lots will remain in the collections department at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date Wednesday 25 September 2019. Lots not collected by 5.30pm Tuesday 8 October 2019 will be returned to the department storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 25 September 2019. Charges will apply from 9am Wednesday 9 October 2019

Storage Charges

Pictures & Small Objects: £3.03 per day + VAT Furniture, Large Pictures & Large Objects: £6.05 per day + VAT (Please note that charges apply every day including weekend & Public Holidays)

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

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

Payment

All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance

(Telephone to ascertain amount due) by: cash, credit, or debit card.

Payment at time of collection by:

cash, credit, or debit card

Please note buyers of those lots viewed at The British Engineerium in Hove must arrange collection of their purchases from The Engineerium by contacting the department for further instruction. All lots must be collected by no later than the 23rd October 2019.

The British Engineerium, Hove, East Sussex

The British Engineerium, originally known as the Goldstone Pumping Station, was built in 1866. The structure was designed by Thomas Hawkesley, a civil engineer employed by the *Brighton, Hove and Preston Constant Water Service Company.* Hawkesley was famed for having built more waterworks than any of his Victorian counterparts, including more than 150 water supply schemes.

The pumping station had a huge impact on the health of the local population and during its prime was pumping 12,000,000 litres of water every day. It wasn't until 1952 that Hawkesley's steam powered design was replaced by modern pumps.

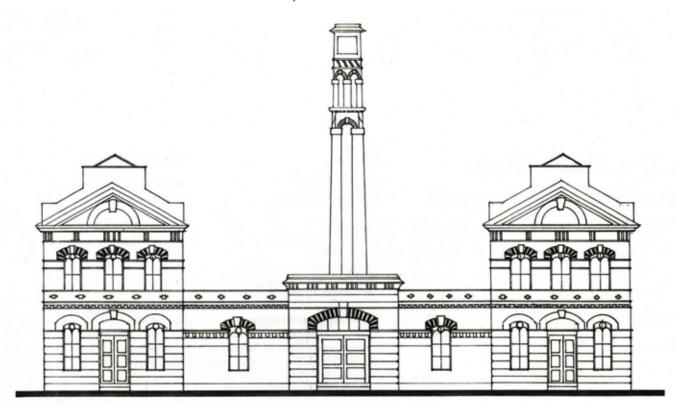
In 1971 the pumping station was considered outdated and fell into a derelict state. Jonathan Minns, a steam and engineering expert, acquired the lease of the Engineerium complex and set up a trust to restore the station into an industrial museum and educational centre. Aided by

various grants and donations Minns was able to re-open the building complex in 1976, known as the *Brighton and Hove Engineerium*. Although the engineerium was acknowledged as a leader in industrial heritage it lacked financial backing and was closed in 2006.

The entrepreneur and businessman, Mike Holland, purchased the buildings and their contents in 2006 and spent much time improving and extending the site. In 2016 the British Engineerium celebrated its 150th anniversary. Mr Holland still owns the building complex today, although it is currently available to purchase with all enquiries going through Oakley Property.

https://oakleyproperty.com/commercial-properties/the-british-engineerium-350

Please see lots: 2, 27, 29, 32, 43, 45, 50 - 68, 70 - 88, 90, 94 - 96, and 98.









A LEICA IIIF OUTFIT, 1952-53,

camera *no.* 648721, chrome, red dial with Hektor 2.8cm f/6.3 lens, Summitar 5cm f/2 lens no. 623633, Hektor 13.5 cm f/4.5 lens no.1083158, Elmar 9cm f/4 lens no. 874390, Summaron 3.5cm f/3.5 lens no. 887061, synchronised flash unit, filters and accessories in fitted leather case with ever-ready camera and lens cases, (Qty)

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400

2 Y

A LARGE FORMAT REPRODUCING PLATE CAMERA, ENGLISH, MID 20TH CENTURY,

with 21in Wray Lustrar lens, mahogany body and black canvas bellows on mahogany floor standing platform with rack and pinion focusing, 67in (170cm) long

£400 - 600 €440 - 660 US\$490 - 730

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

3 A COLLECTION OF MAGIC LANTERN SLIDES, ENGLISH, THIRD QUARTER OF THE 19TH CENTURY,

including a rare zoetrope-type mechanical slide, eight rotating astronomical slides, a kaleidoscope slide and twenty three hand painted slipping and other slides, all in wooden frames, (Qty)

£600 - 900 €660 - 980 US\$730 - 1,100

4

A DR BREWSTER'S PATENT KALEIDOSCOPE, ENGLISH, MID 19TH CENTURY,

engraved with royal coat of arms and signed DR BREWSTER'S PATENT NO.8, probably made by R. B. Bate, the conical brass body tube with revolving frosted glass objective, supported in a collar above brass column and folding tripod base, tube 51/2in (14cm) long

£5,000 - 8,000 €5,500 - 8,700 US\$6,100 - 9,700

Sir David Brewster (1781- 1868) was a scientist and inventor working in Britain during the 19th century whose studies of physical optics led him to invent several noteworthy scientific instruments, including the kaleidoscope. Born in Roxburghshire in 1781, Brewster began studying Theology at the University of Edinburgh at the age of 12. Despite completing his university education and becoming a minister of the Church of Scotland when he was just nineteen years old, Brewster soon left his career in the Church to pursue his passion for science.

From as early as 1799, Brewster was studying the diffraction of light and from 1801 he devoted himself to the study of optics. He was at the forefront of 19th century scientific innovation, making ground-breaking discoveries relating to the polarization of light, the optical properties found in crystals, the optical laws of metallic reflection and light absorption, and the fields of photoelasticity, and optical minerology.

Brewster was elected to the Royal Society of London in 1815 and invented the kaleidoscope the following year. Built on the long-established but basic understanding of reflective symmetry, the Kaleidoscope was the culmination of Brewster's exploration into optics. The name 'Kaleidoscope' itself is derived from the Ancient Greek words for beautiful (Kalos), form or shape (eidos), and 'to examine' (skopeō); an appropriate name for an object which allows for the examination of beautiful forms.





In addition to the kaleidoscope, Brewster's understanding of physical optics led him to create the lenticular stereoscope, the binocular camera, the polyzonal lens, two polarimeters and an optical system for lighthouses which led to the improvement of lighthouse beams across the country.

Throughout his prolific career Brewster wrote 315 papers for scientific societies and various Scientific reviews. He was editor for the Edinburgh Magazine and The Edinburgh Encyclopaedia, contributed significantly to the seventh and eight editions of The Encyclopaedia Britannica and in 1819 he co-founded the Edinburgh Philosophical Journal. Additionally, Brewster was a key influence in the founding of the British Association for the Advancement of Science in 1831. His significant contribution to the scientific community was recognised later that year when he received a knighthood and became a member of the Royal Guelphic Order.

Brewster was Principal of the United Colleges of St. Salvator and St. Leonard in St. Andrews from 1837 and in 1859 he became Principal of the University of Edinburgh, a position he held until his death in 1868.

Amongst Brewster's many inventions and contributions to scientific understanding, the Kaleidoscope remains one of his most universally acknowledged legacies. Capturing a wide audience with the beautiful patterns of refracting light, the kaleidoscope reached far beyond the scientific circles of the 19th century to become a source of pleasure for wealthy patrons in the years after its invention, and a source of inspiration for designers to the present day.



A CURTA TYPE 1 CALCULATOR, LIECHTENSTEIN 1948-72,

no. 69830, the stepped gear type of pocket calculator in original drum carrying case, 41/4in (11cm) high

£600 - 800 €660 - 870 US\$730 - 970

A RARE MECHANICAL CIPHER MACHINE OR VOLVELLE, **ENGLISH, CIRCA 1800,**

the red morocco leather covered case hinged to open to a silvered metal circle with fixed band at the circumference engraved with letters of the alphabet and common use short words, and revolving inner disc operated by a handle at the side, engraved with numbers 10 to 99 in sequence, when open 111/2in (29cm) diameter

£10,000 - 15,000 €11,000 - 16,000 US\$12,000 - 18,000

Using a pair of such instruments, confidential correspondence or secret military signals could be sent by converting messages to a numerical code and then subsequently de-coded when both instruments are adjusted to the same setting.





7 (detail)



A FINE OTTICO MECCANICA ITALIANA CRYTOGRPAH-CR CIPHER MACHINE, ITALIAN, LATE 1950'S,

the green hammerite casing with twenty-seven button keyboard at the front and hinged cover opening to a set of electromechanical cypher wheels with twenty-six contacts at either side, an entry disc and a reflector similar to the German Enigma, however the OMI Cryptograph-CR has a built-in printer at the front above the keyboard with two paper strips, one showing plain text and the other cipher text, in metal carrying case with accessories and keys, $9\frac{1}{2}$ in x $16\frac{3}{4}$ in x 19 in $(24cm \times 42.5cm \times 48cm)$

£30,000 - 40,000 €33,000 - 44,000 US\$36,000 - 48,000

The Cryptograph-CR was developed and produced by OMI in Rome in the late 1950's and it was intended for use by the Italian Armed forces.

For further information see: www.cryptomuseum.com/crypto/omi/cr/index.htm

g

AN ETCRRM-II ON-LINE MIXING CIPHER MACHINE, NORWEGIAN, 1950'S,

No. 39854 made by Standard Telefon og Kabelfabrik, Oslo, the grey painted metal casing with controls and switches mounted at the front and side aperture for paper spool holder, 19in x 9in x 14¾in (48.5cm x 23cm x 37.5cm)

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

ETCRRM is an acronym for Electronic Teleprinter Cryptographic Regenerative Repeater Mixer and was developed in Oslo by STK as a replacement to the ageing British 5-UCO and US SIGTOT.

The cipher machine was approved by NATO for traffic at all levels of classification in April 1957 and played an important role in the Cold War period. Following the Cuban Missile Crisis of 1962 it was decided to establish a permanent direct teleprinter link between the Kremlin in Moscow and the White House. This became operational in 1963 and four ETCRRM machines were used on a regular basis and the hotline was used in 1967 during the six day Egypt-Israel war.

For further information see: www.cryptomuseum.com/crypto/stk/etcrrm/index.htm









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A VERY RARE SIEMENS & HALSKE ELECTRO-MECHANICAL CIPHER MACHINE T-43, GERMAN, CIRCA 1944,

the working example Schlüsselfernschreibmaschine with keyboard and perforated paper tape feed mounted alongside, the mechanism in black painted metal case with hinged lid and glass cover and electrical power points, on wooden base, 23in (59cm) wide

£40,000 - 60,000 €44,000 - 66,000 US\$48,000 - 73,000

This phantom of crypto-history, the T43 was one of the first machines to work on the principle of the One Time Pad and given the code name "TRASHER" by the staff at Bletchley Park. For each character typed on the keyboard a random character is read from the key tape and mixed with the original character by means of an XOR-operation. Once the key character is read from the paper tape it is destroyed by the built-in puncher and so making it impossible to be reused. This device is considered to be the successor to the cipher machine T52, which also came from Siemens & Halske, a forerunner of today's Siemens group.

It is considered that only 30-50 of these machines were built so this device is much rarer than the Enigma cipher machines and was used in the last months of the war by the Germans at the highest level including at OKW/CHI encryption department of the High Command of the Wehrmacht OKH and at the Marine and Foreign Offices. They were also deployed to operations in Norway, Spain and South America.

After the war, the Allied Target Intelligence Commission (TICOM) arranged for the transport of six T-43s to the USA together with German encryption specialists and a number of machines used in Norway were sent to Bletchley Park.

For further information see:

https://www.heise.de/tp/features/Hitlers-letzte-Maschinen-3435701.

https://www.cryptomuseum.com/crypto/siemens/t43/index.htm







10 TP

A RARE M-130 KORALLE METEOROLOGICAL CIPHER MACHINE, RUSSIAN, LATE 1950'S,

No. 4013, the black painted metal casing with keyboard at the front for numbers 0-9 and the letter "X" a minus sign and return key, paper tape feed above and underneath the cover to the front is mounted the crypto unit with five electrical coding wheels each with 30 contacts at either side and four additional mechanical pin wheels that control the irregular stepping of the coding wheels, complete with separate power unit, 91/4in x 171/2in x 20in (23.5cm x 44.5cm x 51cm)

£20,000 - 30,000 €22,000 - 33,000 US\$24,000 - 36,000

The M-130 is an electromechanical rotor-based cipher machine for teletypewriter data introduced by the Soviet Union at the height of the Cold War. It was distributed to all Warsaw Pact counties for the encryption of weather reports. In the case of war, these countries would need to have accurate weather reports and as the existing NATO sources would be unavailable to them a Meteorological Services network was created using M-130's.

For further information see: www.cryptomuseum.com/crypto/ussr/ m130/

11

A TELECRYPTO 53 ELECTROMECHANICAL WHEEL-BASED CIPHER MACHINE, SWISS, CIRCA 1955,

No. 075, the painted metal case with carrying handles at the sides and front cover opening to control panel and connection points, the top section containing the cipher wheels concealed behind a panel and visible through twelve apertures, four cipher wheels on the left and eight stepping wheels on the right, below are connections to the peripheral equipment such as a teleprinter and amplifier together with both AC and DC power connections, the lid mounted with leads, spares and accessories, 17in x 14in x 10in (43cm x 36cm x 25.5cm)

£3,000 - 5,000 €3,300 - 5,500 US\$3,600 - 6,100

The TC-53 cipher machine was developed by Dr. Edgar Gretener in Zurich about 1953 and was initially built for the Swiss Army but later supplied to other countries such as Austria. Based on the earlier TC-35 that was jointly developed by Edgar Gretener and Boris Hegelin.

For further information see: www.cryptomuseum.com/crypto/gretag/53/index.htm



A RARE SWISS K 3-ROTOR ENIGMA ENCIPHERING MACHINE MANUFACTURED FOR THE SWISS GOVERNMENT, BERLIN, HEIMSOETH AND RINKE, DELIVERED 1938-40,

a pre-war/early war Enigma machine, with serial number K784, manufactured for the Swiss Government. In original oak box with leather handle, rotors I, II, and III each with matching numbers K782 and a fourth umkerwalze (an adjustable reflector), standard QWERTY keyboard of 26 keys, white on black backgrounds, with separate remote display housed in part of the main case, additional wooden case with multiple voltage power transformer, with 3 wires. The lid with nine spare bulbs and green glare filter. The Enigma in its original Swiss made oak box, and with power transformer in oak box, enigma case 15in x 11in x 6in (38cm x 28cm x 15cm)

£50,000 - 70,000 €55,000 - 76,000 US\$61,000 - 85,000

A rare example of the Swiss K, especially supplied to the Swiss government in 1938, 1939 and 1940 for use by their Army and Air Force. Given that Switzerland was neutral during WW2 it is likely that these machines were supplied as a gift so that relations between the countries could be kept on an even footing much as was the case with the banking sector. The K was derived from the commercial Enigma D (A27), which came into production from 1927, the D being provided to the railways of Germany and other friendly powers including Spain (during the Spanish Civil War, 1936-39), Italy and Switzerland. The Swiss made their first order for the Enigma D in 1938 when they ordered 14 machines, a further 39 machines in 1939 and finally two further batches in 1940, giving them some 265 machines in total, 102 for the Swiss Army and 163 for the Airforce. The additional light panel was supplied by a Swiss firm and incorporated into the large carrying case, which is of Swiss manufacture. The light panel is wired directly into the machine and makes it possible for a second operator to decode the more secret messages! The final variation from the standard Enigma D, is the power transformer, supplied by another Swiss company making it possible for 4 machines to be working off the same transformer.

Interestingly enough the French broke the Swiss Enigma K in 1941, the Allies soon after, and the Germans had been reading the diplomatic and military messages since 1939 (even though the Swiss had rewired the machines as soon as they received them). Because the code had been broken, the Swiss developed a new machine the NEMA, which didn't come out until 1946.



A HAGELIN HC-570 DESKTOP ELECTRONIC CIPHER MACHINE, SWISS, CIRCA 1980,

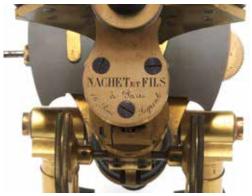
input is either via the alphanumerical keyboard at the front or the integrated paper tape, output is by a display panel mounted above the keyboard, the built-in printer, paper tape puncher or directly to the line, in fitted carrying case, 10in x 211/2in x 21in (25.5cm x 53.5cm x 53cm)

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

The HC-570 is a desktop cipher machine developed by Hagelin in Switzerland in the late 1970's.

For further information see: www.cryptomuseum.com/crypto/hagelin/ hc570/index.htm





14 (detail)

A RARE NACHET ET FILS BRASS BINOCULAR COMPOUND MICROSCOPE, FRENCH, CIRCA 1860,

signed NACHET ET FILS a Paris 16 Rue Serpente, with lead-filled base, plano/concave reflector, mechanical circular stage, adjustment to the eyepieces via a Hooke joint and pair of knurled knobs, focusing by rack and pinion and lever and wheel, together with two eyepieces, objective, bench condenser and live box, when upright 17in (43cm) high

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

This type of binocular microscope gives a true stereoscopic image as the beam from the object is split by a symmetrical prism into two beams each of which travel to the eyepiece by a further prism.

For a slightly different model see 'The Great Age of the Microscope', G L'E Turner catalogue 220.



15

A JULES DUBOSCQ BRASS COLORIMETER, FRENCH, LATE 19TH CENTURY,

signed Mon. Jules Duboscq Ph.Pallin Paris, with shaped brass frame, prism housing surmounted by eyepiece, two faceted glass columns with duel adjustment by rack and pinion on a 120mm engraved scale, on cast iron base with adjustable reflector, 201/2in (52cm) high

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

Invented by Jules Duboscq in 1870, colorimeters are used to determine the concentrations of substances by measuring colour intensities. The Duboscq type of colorimeter works by comparing the colours of two solutions of a coloured substance, a standard with a known concentration, and a sample with an unknown concentration. A clear crystal prism dips into each solution and may be adjusted so that the path lengths of the light through the two solutions can be adjusted. The instrument then takes the light from the two prisms and arranges it to form two halves of an illuminated field in the viewing telescope.

Ph. Pellin became a partner of Jules Duboscq in 1883 and carried on the business after 1886.







A UTZSCHNEIDER AND FRAUNHOFNER 3 1/4-INCH REFRACTING TELESCOPE ON STAND, MUNICH, CIRCA 1825,

Utzschneider und Fraunhofner Munchen, the tube with star-finder mounted in parallel, focusing to the eyepiece by rack and pinion, supported by a bracket and strut above brass column and tripod base, length of tube 47in (120cm)

£600 - 800 €660 - 870 US\$730 - 970

17

A PAIR OF CARL ZEISS HIGH POWERED BINOCULARS, **GERMAN, CIRCA 1940,**

stamped Carl Zeiss Jena D.F.12,20, 40x80, with rexone covered tubes, 8cm diameter objectives, triple rotating oculars for 12,20 and 40 magnification, on tripod mount with 100 degree altitude scale, 22in (56cm) long

£2,500 - 3,500 €2,700 - 3,800 US\$3,000 - 4,200 18^{ΥΦ}

A PART BRASS COMPOUND MONOCULAR MICROSCOPE, CONTINENTAL, LATE 18TH CENTURY,

the walnut veneered case with lift-off top section to simple microscope with rack and pinion coarse focusing and milled screw fine adjustment, rectangular stage with condenser adjacent and plano/concave reflector below, on base with two drawers including lenses and accessories, the case 8in (20cm) wide

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

A J & W CARY 3-INCH POCKET GLOBE, ENGLISH, **PUBLISHED 1791,**

the sphere applied with printed and coloured gores and cartouche printed CARY'S Pocket GLOBE agreeable to the latest DISCOVERIES LONON Pubd. by J & W Cary Strand Apr 1 1791, in fish-skin covered case with the internal hemisphere printed with A TABLE OF Latitudes and Longitudes of Places not given on this GLOBE and The WORLD as known in CAESAR'S Time agreeable to D'Anville, 31/4in (8.2cm) diameter

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400



20 Y

A J & W CARY 12-INCH TERRESTRIAL GLOBE ON STAND, ENGLISH, PUBLISHED 1812,

the sphere mounted in a brass meridian within horizon ring applied with compass points, degree, calendar and zodiac sign scales raised on four brackets above mahogany tripod base with stretcher and compass below and with cartouche printed with CARY'S NEW TERRESTRIAL GLOBE DELINEATED From the best Authorities extant Exhibiting the different Tracks of CAPTAIN COOK and the New Discoveries made by him and other Circumnavigators LONDON Made and Sold by J & W Cary Strand Jany 1st 1812, 24in (61cm) high

£3,500 - 5,000 €3,800 - 5,500 US\$4,200 - 6,100

21 ^Y

A WILLIAM BARDIN & GABRIEL WRIGHT 9-INCH TERRESTRIAL GLOBE ON STAND, ENGLISH, PUBLISHED 1783,

after Mr James Ferguson, F.R.S, the sphere mounted in a brass meridian within horizon ring applied with compass points, degree, calendar and zodiac sign scales raised on four turned mahogany legs with stretcher, the gores with some paper loss and cartouche that originally was printed A New Accurate and Complete TERRESTRIAL GLOBE Accompanying the GEORGRAPHICAL MAGAZINE Originally laid down By the Late Mr James Ferguson F.R.S., Improved by G. WRIGHT and made by W BARDIN Fleet Street LONDON Published as the Act directs by Harrison & Co No. 18 Paternoster Row Augt 1st 1783, 13in (33cm) high

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

For similar globe, see Sylvia Sumira's, *The Art and History of Globes*, p.156.

22 Y

A J & W CARY 12-INCH CELESTIAL GLOBE ON STAND, ENGLISH, PUBLISHED 1800,

the sphere mounted in brass meridian within horizon ring applied with compass points, degree, calendar and zodiac sign scales raised on four turned mahogany legs and with cartouche printed CARY'S NEW CELESTIAL GLOBE ON WHICH are correctly laid down upwards of 3500 Stars Selected from the most accurate Observations and calculated for the year 1800Made and Sold by J & W Cary Strand London Jan 1 1800, 17in (43cm) high

£1,500 - 2,500 €1,600 - 2,700 US\$1,800 - 3,000

 23^{Y}

A 9-INCH TERRESTRIAL GLOBE ON STAND, ENGLISH, PUBLISHED 1851,

the sphere with printed and coloured map mounted in iron meridian ring within horizon ring applied with zodiac, calendar and degree scales, raised on three fluted mahogany columns with stretcher, the cartouche printed A NEW TERRESTIAL GLOBE Compiled for the latest & MOST AUTHENTIC SOURCES including all the recent GEOGRAPHICAL DISCOVERIES LONDON 1851, 14in (36cm) high

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

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







(detail)

A 3-INCH NEWTON'S POCKET GLOBE, ENGLISH, PUBLISHED 1817,

the terrestrial globe with cartouche printed NEWTONS New & Improved Terrestrial Pocket Globe No. 66 Chancery Lane London and with printed and coloured gores, mounted in fish-skin covered case with hand-coloured print of the celestial sphere applied to the inner surface, 31/4in (8.2cm) diameter

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400

25

A DR HOOPER SILVER POCKET TERRESTRIAL GLOBE. ENGLISH,

engraved in a cartouche DR HOOPER MASTR OF THIS GLOBE, two hemispheres with single hinge and button catch, engraved with map of the world and showing California as a peninsular and Tasmania as a peninsular, in unassociated conical fishskin case, 1% in (4cm) diameter,

£2,500 - 3,500 €2,700 - 3,800 US\$3,000 - 4,200

As the outline of New Zealand is complete and Tasmania shown as a peninsular it indicates that this globe was made after Cook's voyage and before 1805.

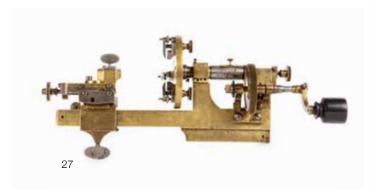


26

A DEAN WHITE PTOLEMAIC BRASS ARMILLARY SPHERE, ENGLISH, MODERN,

signed Dean R. White fecit Bampton Devonia, 2008, No.8, the primary sphere of 7in (17.5cm) diameter comprising eight brass rings, two meridians and five parallel rings representing the polar circles, the tropics and the equator, and a zodiacal band, centred by a sphere representing the Earth, the primary sphere mounted in a graduated brass meridian ring and within a horizon ring graduated with four quadrants, calendar and zodiac scales, raised on turned brass baluster column above circular platform, four scroll legs and compass mounted on star-shaped base with stamped with cardinal points, 16in (41cm) high

£800 - 1,000 €870 - 1,100 US\$970 - 1,200









A WATCHMAKER'S LATHE, ENGLISH, MID 19TH CENTURY, 19TH CENTURY,

the geared mechanism in brass and steel with turned ebony handles, 19in (48cm) long

£600 - 800 €660 - 870 US\$730 - 970

Provenance

Property of The British Engineerium, Hove.

28

AN ELECTROSTATIC GENERATOR, PROBABLY DUTCH, EARLY 19TH CENTURY,

with single revolving glass disc, split friction cushion mounted on glass rod insulator, brass fittings and brass and ebony winding handle, on shaped fruit wood base, 26in x 25in (66cm x 64cm)

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

29

A JOSEPH WHITWORTH AND CO BRASS AND STEEL BENCH MICROMETER, ENGLISH, THIRD QUARTER OF THE 19TH CENTURY.

signed Sir Joseph Whitworth and Co Limited Manchester, on iron bed plate with worm screw adjustment operated by cast brass wheel at either end, 27in (69cm) long

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400



Sir Joseph Whitworth, 1st Baronet (1803 - 1887) was an English engineer, entrepreneur, inventor and philanthropist. In 1841, he devised the British Standard Whitworth system, which created an accepted standard for screw threads. Whitworth also created the Whitworth rifle, often called the "sharpshooter" because of its accuracy and considered one of the earliest examples of a sniper rifle. However, the principal contribution of this exceptionally talented engineer was his introduction of new standards of accuracy in manufacturing to a degree previously unknown.

By 1830, a skilled mechanic could be expected to work to an accuracy of a 'bare sixteenth' of an inch. By 1840, though, thanks to Joseph Whitworth, an accuracy of one ten-thousandth of an inch was a practical proposition. Subsequently, Whitworth devised an instrument – a bench micrometre – that could measure to one millionth of an inch, earning him international fame.

Upon his death in 1887, he bequeathed much of his fortune for the people of Manchester, with the Whitworth Art Gallery and Christie Hospital partly funded by Whitworth's money.

Provenance

Property of The British Engineerium, Hove.

30 Y

A GAIFFE'S BIPOLAR RESONATOR, FRENCH, LATE 19TH CENTURY,

with plaque lettered Appareil D'induction Volter Faradique A. Gaiffe a Paris... with large coil supported on two glass insulators with brass and wire coil surround on adjustable mahogany base, complete with two Leyden jars and spark gaps, 19in (48cm) wide

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

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



A SET OF FOURTEEN WOOD AND METAL GEOMETRICAL MODELS FOR DEMONSTRATING RELATION BETWEEN DIMENSION AND CAPACITY, JAPANESE, THIRD QUARTER OF THE 20TH CENTURY,

with plaque lettered Maris Maekawa Factory Osaka Tokyo, the pine case fitted with compartments housing boxes containing wood and metal geometric models, the case 20in (51cm) wide

£600 - 1,000 €660 - 1,100 US\$730 - 1,200

32

A CAPTAIN'S DECK-HEAD COMPASS, NO.2555,

with glazed upper and lower faces, card legible from underneath only, gimbal frame with trunnion rollers, 12in (30.5cm) diameter

£200 - 300 €220 - 330 US\$240 - 360

Provenance

Property of The British Engineerium, Hove.

33

A GLASS AND BRASS DEMONSTRATIONAL PUMP, 19TH CENTURY,

with painted metal rectangular water reservoir mounted with twin glass cylinders (damaged) operated by brass double handled yoke above, 10in (25.5cm) wide

£400 - 600 €440 - 660 US\$490 - 730

34

A BAIRD & TATLOCK LABORATORY REFLECTOR, ENGLISH, EARLY 20TH CENTURY,

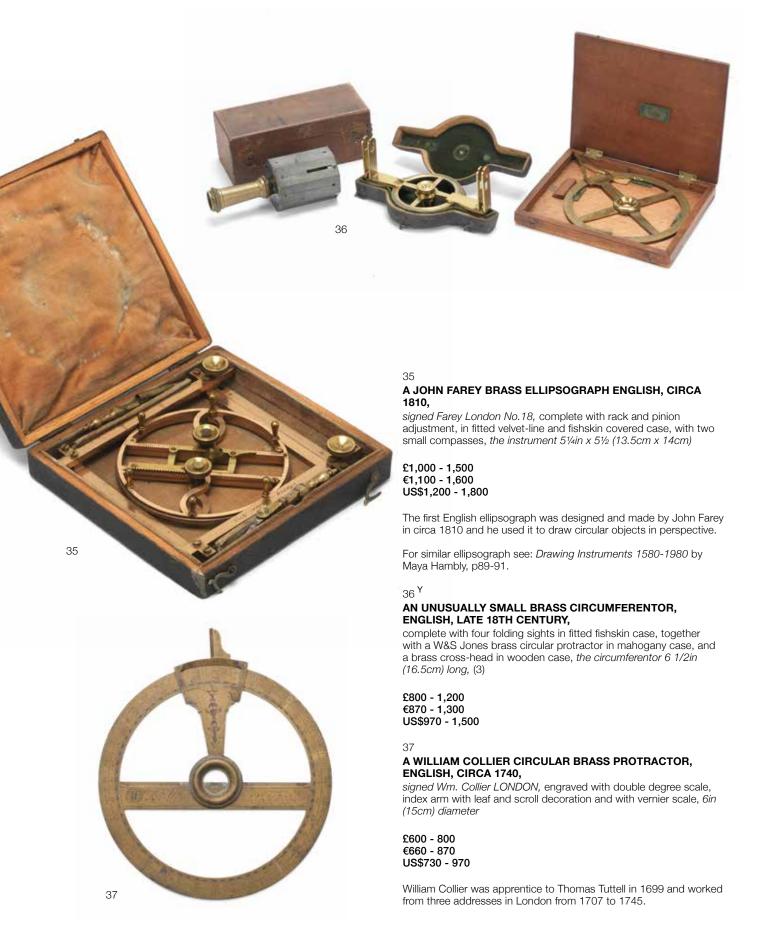
the copper plated concave reflector mounted on cast iron stand, 19in (49cm) diameter

£300 - 500 €330 - 550 US\$360 - 610

















38 ҮФ

A CHARLES BLOUD-TYPE IVORY MAGNETIC AZIMUTH DIAL, DIEPPE, CIRCA 1660,

the upper outer face with pin gnomon dial with hour scale divided to 30 minutes, inner upper face with white metal lunar volvelle within hour scales, lower inner face with elliptical hour scale, printed compass rose with table of latitudes, the base with brass volvelle, date scale and perpetual calendar, 2½in (6.5cm) long

£600 - 800 €660 - 870 US\$730 - 970

39

A SILVER BUTTERFIELD DIAL, FRENCH, EARLY 18TH CENTURY,

signed Butterfield, Paris, mid-18th century, the octagonal dial engraved with four hour scales and mounted with hinged gnomon with bird pointer, inset with magnetic compass with engraved rose, the reverse engraved with twenty five European cities and latitudes, in velvet lined fitted leather case, the dial 2in (5cm) long

£800 - 1,200 €870 - 1,300 US\$970 - 1,500 40

A MEISER & MERTIG FRANKLIN CHILD'S ELECTRIC EXPERIMENT BOX, GERMAN, CIRCA 1890,

the wooden box with lithographed trade label applied to the lid opening to a variety or electrostatic apparatus including a Winter-type electrostatic generator with glass disc, a Leyden jar, bells, a swing with seated wooden figure, house with rifleman, see-saw swing, electric boat and puppeteer and other experimental instruments, the box 6in x 12½in x 13½in (15cm x 32cm x 34cm)

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

41 ^Y

AN ANDREAS VOGLER BRASS UNIVERSAL EQUINOCTIAL DIAL, AUGSBURG, LATE 18TH CENTURY,

signed And. Vogler, with shaped hour ring and hinged gnomon, latitude arc and plumb-bob in frame, square base inset with magnetic compass and base engraved with six cities and their latitudes, in fitted mahogany case, 31/2 in (9cm) wide

£400 - 600 €440 - 660 US\$490 - 730





42 (detail)



A JEAN NOURRY SILVER AND GILT BRASS HORIZONTAL DIAL, LYON, FRANCE, CIRCA 1780,

boldly signed NOURRY A LYON, the octagonal dial with inset compass well, engraved with Roman numeral hour scale and mounted with gilt brass gnomon engraved with leafy scrolls, the base with gilt brass compass well and small foot, in silk lined shaped leather case, the dial 1% in (4cm) long

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Jean Nourry (c.1637-84) worked in Lyon and is known for his sundials and pocket watches.

For the matching silver case clock watch with alarm by Nourry A. Lyon, please see Lot 2 in our 'Watches & Wristwatches' sale, on the 10th September at Bonhams Knightsbridge, London.





43 Y

A GLENFIELD AND KENNEDY LTD RECORDING WATER FLOW METER,

the mahogany case with glazed top enclosing two depth of water dials and revolving graph barrels, 59in (150cm) high

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

44 TP

A LARGE POND YACHT, ENGLISH, LATE 19TH CENTURY,

the gaff-rigged model with single mast and dark red sails, pinned and planked wooden hull 64 in (163 cm) long

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800







45 TP

A MODEL OF THE PADDLE STEAMER MEG O'MELDON, MODERN,

in painted metal and wood complete with deck details and crew on stand, 37in (94cm) long

£500 - 800 €550 - 870 US\$610 - 970

Provenance

Property of The British Engineerium, Hove.

46 TP

A SMALL POND YACHT, ENGLISH, 20TH CENTURY,

with single main mast, linen sails and black and white painted wooden hull, 29in (64cm) long

£300 - 500 €330 - 550 US\$360 - 610



47 TP

A LARGE TOPSAIL SCHOONER POND YACHT, ENGLISH, 19TH CENTURY.

with twin masts, set of sails (distressed) and painted and planked wood hull, 64in (163cm) long

£400 - 600 €440 - 660 US\$490 - 730

Please see www.bonhams.com for images

 $_{48}\,^{\mathrm{TP}}$

A MODEL OF A TORPEDO BOAT DESTROYER, ENGLISH, **CIRCA 1905,**

a scratch-built model using fittings, engine and parts as supplied by Stevens Model Dockyard, with twin electric motors, guns and ship's wheel in silvered metal under grey paint, in original pine case, the hull 53in (135cm) long

£600 - 800 €660 - 870 US\$730 - 970

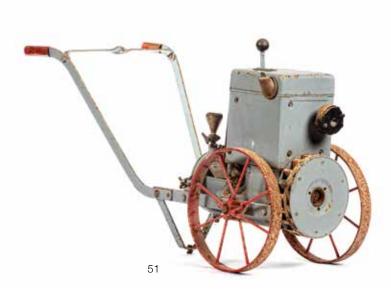
This model is based on HMS Havock built in 1893 the first destroyer to be delivered to the Royal Navy. Reboilered in about 1900 to be the only three funnelled torpedo boat destroyer with bow torpedo tube.

49

AN ALLOY MODEL OF A DIRIGIBLE, EARLY 20TH CENTURY,

the shaped alloy balloon with simple twin cylinder motor, a selection of wooden propellers, in case 24in (61cm) long

£300 - 500 €330 - 550 US\$360 - 610





AN L. GUGUMUS HAND-CRANKED HARGVILLE FIRE PUMP, 1903,

makers plaque lettered L GUGUMUS Constructeur & Mecanicien,... Nancy, with wooden-spoked and iron-tyred wheels, wooden frame and painted metal water reservoir with twin cylinders, pump and wrought iron operating lever with handles, the base 65in (165cm) long

£600 - 1,000 €660 - 1,100 US\$730 - 1,200

Provenance

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51

A PORTABLE PETROL DRIVEN PUMP BY SURESNES, CIRCA 1930,

the 1.5 HP type K2 vertical, water-cooled, petrol-engine pump by Bernard Paris Suresnes bears *No. 246172*. The unit incorporates the engine with fuel and ignition controls and gear engaging lever for the centrifugal direct drive pump. The chassis is carried on wire spoke wheels and has a handle frame,

£300 - 500 €330 - 550 US\$360 - 610

This pump was distributed in the UK by Jobson & Beckwith Ltd., Engineers, 104 High Holborn, London.

Provenance

Property of The British Engineerium, Hove.

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Please see sale information at the front of the catalogue.

52

AN EARLY PORTABLE HYDRAULIC PUMP BY BRAMAH, CIRCA 1820,

a cast circular reservoir supports the main pump. The handle acts on a piston rod, guided by a forged frame with arched top. There is a Salter safety valve with a return to the reservoir. Cast iron trolley with steerable cast wheels, finished in grey, 43in (109.3cm) high x 41½in (105.5cm) long

£500 - 800 €550 - 870 US\$610 - 970

Provenance

Property of The British Engineerium, Hove.

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53

A SINGLE CYLINDER INVERTED VERTICAL WORKSHOP ENGINE, BUILT BY E.S. HINDLEY AND SONS MAKERS, BOURTON, DORSET, ENGLAND, CIRCA 1890,

the cylinder is 4in bore x 6in stroke, has draincock holes, steel cladding, an inlet manifold and a 3/4in Pickering governor, driven from a pulley wheel on the crankshaft. The crosshead runs in marine-style guides integrally cast with the frame. A relatively undecorated connecting rod drives a forged crank with valve and feed pump eccentrics and straight spoked flywheel. Unique to Hindley the crankshaft bearing brasses are held up into the frame by tapered wedges drawn by nuts with locking nuts. An inclined feedpump is bolted to a bracket integrally cast with the bed. Finished in red and black with polished brightwork, 57½in (146cm) high x 26½in (67.3cm) wide

£2,000 - 4,000 €2,200 - 4,400 US\$2,400 - 4,800

Hindley made a surprisingly wide range of both engines and general equipment much in the way that Taskers of Andover, Ferrabee and Tickle. The engines were a clever design that could be built extremely cheaply and they were supplied both as installed units or portable engines mounted on a trolley with a vertical multi-tube boiler. Later Tickle engines incorporated a governor with its valve housing integrally cast with the cylinder cover.

Provenance

Property of The British Engineerium, Hove

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54

54

A WORLD WAR II MERRYWEATHER MANUAL STEAM FIRE ENGINE, BUILT IN 1944,

WD Number W1/WA/2190, the B-type boiler is fitted with pressure and water gauge, safety and blower valves, MW2 lifting injector steam and clack valves, water level test-cocks and feedpump clack valve. The single cylinder engine has a cylinder 4in bore x 4in stroke with cylinder and round, integrally cast valve-chest, draincocks and bottle lubricator. Rotary motion is via a scotch crank which also runs the boiler feedpump which can pick up water either from the head or an individual suction cock. The pump is fitted with pressure vessels on both inlet and outlet sides. Carrying pole eyes are fitted and wheels and handle chassis can lift the engine for manoeuvring, 741/ain (188.5cm) high x 60in (152.5cm) wide

£4,000 - 6,000 €4,400 - 6,600 US\$4,800 - 7,300

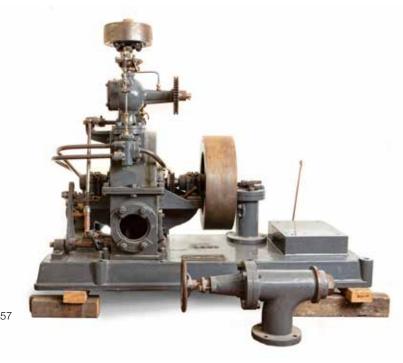
Provenance

The British Engineerium, Hove.

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Please see sale information at the front of the catalogue.







56 TP Y

A WOODEN CUT-AWAY DEMONSTRATION MODEL OF A SINGLE CYLINDER A-FRAME CONDENSING BEAM ENGINE, BUILT BY E. JEKYLL ESQ, LATE GRENADIER GUARDS, MID-19TH CENTURY,

the cylinder mounted on the cooling water tanked base with simulated water level, working eccentric-driven D slide valve and governor butterfly valve. Exhaust steam enters a jet condenser with working injector valve and foot valve. The air pump delivers water to an open topped single acting boiler feed pump with inlet and exhaust valves. Water circulating pump with foot and piston valves and an overflow. All the valves are driven synchronously via a crank shaft cam with string and rocking lever systems. Crankshaft supported on plain bearings and the elegant flywheel is grooved for external drive. Mounted on a mahogany plinth. Maker's plate. Hand painted appropriate to sectioning, valves and water level, 37½in (95cm) high x 42½in (108cm) wide

£700 - 1,000 €760 - 1,100 US\$850 - 1,200

Provenance

Property of The British Engineerium, Hove.

A GILBERT GILKES & CO LTD (KENDAL) TURBINE ON CASTIRON BED PLATE, $\,$

64in (163cm) long

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Provenance

Property of The British Engineerium, Hove.

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Please see sale information at the front of the catalogue.

5

A VERTICAL SINGLE CYLINDER BOILER FEEDPUMP BUILT BY G & J WEIR LTD, CATHCART, GLASGOW, CIRCA 1956,

complete with all normal cocks including main stop valve. Finished in green and Shell "ensis", 65in (166.4cm) high x 21in (53.4cm) wide

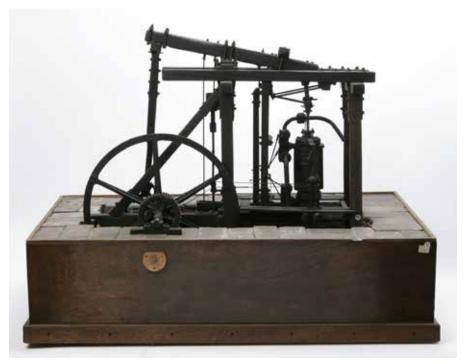
£600 - 800 €660 - 870 US\$730 - 970

Provenance

Property of The British Engineerium, Hove.

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Please see sale information at the front of the catalogue.



58 ^{TP}

A FINE WOOD AND IRON MODEL OF A JAMES WATT CONDENSING BEAM ENGINE OF THE 1780'S, BUILT BY G WILSON IN 1937,

the single cylinder, 1in bore x 4in stroke, is held to wooden crossbeams with four tie-bolts and two bridges. It is jacketed using four segments bolted together, and there are separate valve-chests or "nozzles" with the valve spindle levers driven by "detent levers" actuated by a wooden plug rod placed nearest to the gudgeon. A James Watt cross-arm governor is connected via link-rods to a butterfly valve in the steam main. The double-acting piston rod drives the beam via Watt parallel motion. An inner set of parallel motion maintains vertical movement in the plug rod. Below the cylinder, a cooling-water tank incorporates the separate condenser and air pump which is driven in turn by the tail end of the plug rod. The jet condenser is fed by a header tank mounted on the main trestle frames and incorporates a lift pump. A further lift pump maintains the cooling water level in the tank. Finally, this model illustrates Watts' sun and planet gear driving a square crankshaft, a typical light segmented flywheel and two-part wooden cogged drive-gear. The model is mounted in a York stone-faced pit, 27in (68.5cm) high x 35in (89cm) long

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

The frame uses typical tie-bolts, braces and joints and represents the very short period of transition from the art of the blacksmith to that of the engineer where greater precision in manufacture and knowledge of the strength of materials were to rapidly evolve. This key engine represented the cutting edge of technological innovation which lay at the heart of the beginning of the Industrial Revolution, and James Watt's successful partnership with Matthew Boulton at the Soho Foundry. This engine incorporated what are considered to be five of James Watt's most famous inventions. These included the steam jacketed cylinder, conical pendulum, separate condenser, parallel motion and sun and planet crank. Each of these was to form the bedrock of mechanical engineering practice related to the development of the prime mover. James Watt (1736 - 1819) was a Scottish inventor, mechanical engineer, and chemist who improved



59

on Thomas Newcomen's 1712 Newcomen steam engine with his Watt steam engine in 1776, which was fundamental to the changes brought by the Industrial Revolution.

NB: A "detent" is a device used to mechanically resist or arrest the rotation of a wheel, axle or spindle.

Provenance

Property of The British Engineerium, Hove.

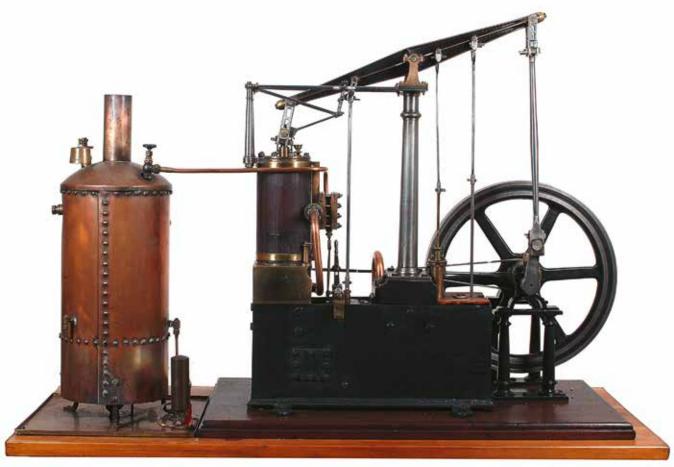
59

A MODEL OF A SINGLE CYLINDER HORIZONTAL STEAM ENGINE, BY C.HACKETT,

makers plaque engraved C.Hackett, in steel and brass on white marble base in glazed display case, the model 12in (30.5cm) long

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

Provenance





60 TP Y

A DEMONSTRATION MODEL OF A CENTRE PILLAR CONDENSING BEAM ENGINE, CIRCA 1810,

the mahogany lagged, brass bound gunmetal single cylinder is 21/2in bore x 6in stroke with lubricator and sits on a finished cast gunmetal box-bed bolted to the main tanked base. There is a jet condenser with injection valve, air pump, hot well with feed pump and condensing water lift pump. The beam is carried on a central fully turned pillar and carries parallel motion. The flywheel end of the beam drives the feed and lift pumps via connecting rods. The crankshaft is mounted separately on two twin columned bearing pedestals with arched plummer blocks and carries the hollow eccentric and flywheel. The engine is mounted on a pine table housing a stainless steel cooling water tank which takes return water from the feed pump bypass, hot well and condensing tank overflows. There is a fully riveted vertical gas fired copper multi-tube boiler with pressure and water gauges, clack filler, safety and main stop valves. A 'Bonds' hand feed pump mounted on a copper drip tray with drain through to the tank, 65% in (166cm) high x 44 in (112cm) wide

£6,000 - 8,000 €6,600 - 8,700 US\$7,300 - 9,700

Provenance

Property of The British Engineerium, Hove.

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61

A FULL-SIZE TWIN CYLINDER, A-FRAME VERTICAL ENGINE, CIRCA 1880.

the cylinders are 3in bore x 3in stroke, have inward facing valve chests with inlet and exhaust pipes, and are mounted on the moulded cast iron bed. The piston rods drive fully gib and cottered and strapped connecting rods. The piston rod crosshead has slippers running in vertical gunmetal guides mounted on four turned columns bolted to the H-section A-frames. The crankshaft has disc cranks with large eccentrics with cast iron straps and bearing caps. The flywheel is crowned for belt work and painted in original green and lined in straw colour. Polished brightwork, 23½in (60cm) high x 18in (46cm) wide

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Presented to E.G. Brodie Esq., with maker's plate engraved "George Jolly, designed and constructed in Borneo in 1880".

Provenance

Property of The British Engineerium, Hove.

62 TP Y

A SMALL FULL-SIZE CENTRE PILLAR BEAM ENGINE, BUILT BY R. LUKIES DOVIER, 1876,

the brass bound mahogany lagged single cylinder is 3in bore x 5in stroke and has integrally cast steam passage and valve face, single piece valve chest with decorations, and 'D' slide valve driven via a crosshead. The beam with its decorative webs carries equal parallel motion with drop links consisting of straps and barrelled spacers, provision for a pump rod and an anchor link entablature supported on turned columns. The beam is supported on a fluted column and carries a decorated connecting rod. The cast bed has rounded corners and is fitted with a feed pump with provision for a bypass valve lever. A Porter-type governor with butterfly valve, main stopcock. Finished in green and brightwork, on mahogany and pine base, 40in (101.5cm) high x 351/4in (90cm) wide

£8,000 - 12,000 €8,700 - 13,000 US\$9,700 - 15,000

Provenance





63

A MODEL OF A CENTRE-PILLAR, ROTATIVE BEAM ENGINE, CIRCA 1825,

the typically pre-1840's-type waisted single cylinder is 2in bore x 4in stroke, with 'outside' valve chest mounted on separate steam manifold, ornately decorated wrought iron parallel-motion straps with turned spacers. Watt-type governor with full linkage and butterfly valve, and link-driven feed pump. It has a connecting rod with shaped forked top end, and a turned and decorated centre column. The column is capped with pierced and curved gunmetal pedestals and the flywheel is mounted on a square crankshaft. Pierced wrought iron bedplate and oak plinth. All constructed from brass, wrought and cast iron. Finished in green and brightwork, 22in (56cm) high x 29in (74cm) long

£6,000 - 8,000 €6,600 - 8,700 US\$7,300 - 9,700

Provenance

Property of The British Engineerium, Hove.

64 Y

A SINGLE-CYLINDER INVERTED VERTICAL GENERATING ENGINE, CIRCA 1880,

the mahogany-clad cylinder is mounted on a trunk-guide incorporating 'A'-frame, disc crank and grooved straight-spoke flywheel run between bearings cast integrally with the bed, wooden plinth, 23½in (60cm) high x 12½in (32cm) long

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Provenance

Property of The British Engineerium, Hove.

64

65 ^{TP}

A SMALL FULL-SIZE BOX TABLE ENGINE, FERRABEE OF STROUD, CIRCA 1855,

the cylinder is 21/4in bore x 4in stroke, has integrally cast steam passage and valve face with shaped cylinder cover. The two-part valve chest is driven via a rocking lever shaft, running in bearings integrally cast with external steam passages fixed to the entablature. The rocking lever is driven by a yoked eccentric pushrod. The adjustable governor butterfly valve is driven by a Watt-type governor, with central spindle swivel counterbalance weight and rocker, with a pedestal which straddles the crankshaft. Connecting rods are driven by the crosshead running on bar-type guides surmounted by a Gothic spreader. The crankshaft is driven by a connecting rod and carries a flywheel, eccentric and crank-driven feed pump. The entablature is supported on a box bed with mouldings and brass beaded oval openings, unique to Ferrabee. Finished in green black and polished brightwork. Original oak plinth, 301/2in (77.5cm) high x 24in (61cm) wide

£6,000 - 10,000 €6,600 - 11,000 US\$7,300 - 12,000

Ferrabees of Stroud were typical of the many semi-rural engineering companies which produced a remarkable range of items and installation and maintenance services during the middle of the 19th century. Examples of their engines can be found illustrated in "A Treatise on the Steam Engine" by John Bourne. Amongst their many products, they were the first to produce the cylinder lawnmower.

Provenance

Property of The British Engineerium, Hove.

66 Y

A SINGLE CYLINDER TABLE ENGINE BY J. STRINGFELLOW, CIRCA 1835,

the brass bound mahogany cylinder is 11/4in bore x 21/2in stroke with integrally cast steam passage and single piece valve chest. The flywheel has "S" spokes and the cast iron bed has mouldings supporting the main single-throw crankshaft pedestals and four decorated entablature columns. Finished in green and polished brightwork, mahogany plinth, 211/4in (54cm) high x 141/4in (36cm) wide

£3,000 - 5,000 €3,300 - 5,500 US\$3,600 - 6,100

Described as one of his "Industrial Engines" the engine is illustrated in "An Ancient Air" by Harold Penrose, the most comprehensive biography of the Victorian aeronautical pioneer, John Stringfellow of Chard (1799-1883).

Provenance

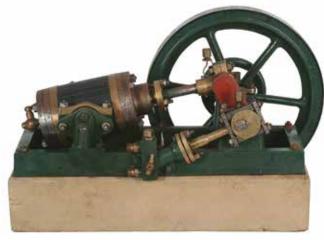
Property of The British Engineerium, Hove.



65



66



68





67 TP Y

AN EARLY TIDMAN FAIRGROUND VERTICAL ORGAN ENGINE, CIRCA 1875,

with inverted mahogany-lagged brass cylinder, twin front turned support columns and cast rear column incorporating crosshead slipper with brass guides. Marine-style connecting rod, spoked heavy flywheel and V belt disc pulley, 30in (76cm) high x 13in (33cm) long

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Provenance

Property of The British Engineerium, Hove.

68 Y

A FULL-SIZE SINGLE CYLINDER OSCILLATING WORKSHOP ENGINE, CIRCA 1875,

the horizontal brass-bound, mahogany-lagged cylinder is 2% in bore x 4in stroke, has a cover-mounted draincock and runs between frame-mounted cast bronze capped trunnions. The piston rod has a shaped gunmetal split bearing, driving a round webbed crank with fly and pulley wheels, box cam-driven inclined feed pump with manual air valve. Finished in green and brightwork, 13% in (34cm) high x 21% in (55cm) wide

£2,000 - 3,000 €2,200 - 3,300 US\$2,400 - 3,600

Provenance

Property of The British Engineerium, Hove.

69 Y

A MODEL OF A SHIP'S DERRICK, ENGLISH, LATE 19TH CENTURY,

complete with brass and mahogany cast guyed-mast and boom supported by guyed ropes and brass pulleys, complete with lifting platform, 38in (97cm) high

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

70

AN AGRICULTURAL SHOW MODEL OF A TASKERS' HOE, CIRCA 1880,

the frame is carried on four cast wheels with the front swivelling. The front axle is steered by a lever encasing the direct towing links. Wrought iron curved arms support zinc tines wedged into slots in the frame. A seat is provided over the handle frame. Finished in Tasker green and red, 8½in (22cm) high x 26½in (67cm) long

£300 - 500 €330 - 550 US\$360 - 610

Believed to have been made by Taskers, Andover, for demonstration purposes at Agricultural shows.

Provenance

71 Y

A BRASS MODEL OF A SINGLE CYLINDER FOUR PILLAR BEAM ENGINE, BY LUCAS AND DAVIS CIRCA 1870,

with copper boiler on the same mahogany plinth. The brass beam is supported on decorative Gothic frames with brass parallel motion and connecting rod. The crankshaft carries a flywheel and triple pulley, a pedestal mounted governor and adjustable eccentric-driven valve gear. The copper centre-flue boiler with level test cocks, main stop valve, lever-type safety valve, filler plug and decorative chimney, 13in (33cm) high x 12in (30cm) wide

£3,000 - 5,000 €3,300 - 5,500 US\$3,600 - 6,100

Provenance

Property of The British Engineerium, Hove.

72

A SMALL, FULL-SIZE SINGLE CYLINDER HORIZONTAL STATIONARY ENGINE, BUILT BY READING IRONWORKS, CIRCA 1880,

the overhung cylinder, 21/ain bore x 41/2in stroke, is fitted with a two-piece valve chest with governor butterfly valve, main stop valve (dated 1880) and hexagonal screw glands. The piston rod crosshead runs on a slide integrally cast with the main bed with adjustable dovetailed guides. The connecting rod drives a painted forged crank with cast iron eccentrics and straps for the valve and inclined feed pump. Spoked flywheel and governor, arch-bracket mounted. Finished in dark green with polished brightwork, pitch pine plinth, 161/2in (42cm) high x 30in (76cm) wide

£1,000 - 2,500 €1,100 - 2,700 US\$1,200 - 3,000

Provenance

Property of The British Engineerium, Hove.

73

A MODEL OF A THAMES IRONWORKS PADDLE ENGINE OF THE 1890'S, BUILT BY G WOODCOCK, 1965,

the diagonal compound reversing cylinders are 1½in and 2in bores x 2½in stroke with main stop and simpling valves. Four diagonal pillars join the cylinders to the crank frame, incorporate square crosshead guide sections and gunmetal valve spindle guides. Stephenson link gear reverse is operated by handwheel and worm with a cutoff locking lever. All bearings are furnished with lubricators and the crankshaft is flanged at either side for the paddle shafts, 12in (30.5cm) high x 28in (71cm) wide

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400

Provenance

Property of The British Engineerium, Hove.



72



73



71









A GROUP OF STEAM ENGINE WHISTLES,

including one from Foster Traction Engine no. 14638 "Little Gem", 10in (25.5cm) high (5)

£300 - 500 €330 - 550 US\$360 - 610

Provenance

Property of The British Engineerium, Hove.

75

A MODEL OF A VERTICAL PETROL ENGINE, CIRCA 1930,

the water-cooled, exposed crank engine with a cylinder of 1½in bore x 2¼in stroke, fitted with a carburettor, rocker arm driven inlet valve actuated by a gear-driven cam and engaged or disengaged by a spring adjustable cross arm governor, mounted vertically on the main bearing pedestal cap. The cylinder also has an adjustable camoperated exhaust valve and an automatic air inlet valve. Finished in green with polished brightwork, wooden decorated plinth, 14in (36cm) high x 11¾in (30cm) wide

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

Provenance

Property of The British Engineerium, Hove.

76

A WORKING MODEL OF A RENAISSANCE-STYLE WINCH OR CRANE, MODERN,

the hand-cranked and geared mechanism with pulleys on octagonal base, 14in (36cm) high

£150 - 250 €160 - 270 US\$180 - 300

Provenance

Property of The British Engineerium, Hove.

77 Y

A MECHANICAL MODEL DECK CHAIR, ENGLISH, CIRCA 1890,

possibly a patent or salesman's model, in mahogany and nickel-plated brass for outdoor use on tram, rail or steam boat, the sprung mechanism can close when raining to protect the seats and then fold out in fine weather conditions, on rectangular base, 11½in (29 cm) wide

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

78

A SMALL HORIZONTAL GAS ENGINE, CIRCA 1905,

the water-cooled open-crank engine is complete with a cylinder 1½in bore x 2in stroke with spark plug, automatic air inlet valve, camdriven exhaust valve, connecting rod, curved spoke flywheel, Tufnell cam gear, distributor and Tangye-type frame, wooden base 8¾in (22cm) high x 12½in (32cm) wide

£300 - 500 €330 - 550 US\$360 - 610

Provenance

AN EARLY WASHING MACHINE, ENGLISH, MID 19TH CENTURY,

complete with coopered water tub and geared mangle operated by handle on side, 49in (124cm) high

£600 - 800 €660 - 870 US\$730 - 970

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

80

AN AMERICAN LOCOMOTIVE FIVE CHIME WHISTLE AND VALVE LEVER,

the whistle was fitted to a locomotive in Australia and was designed to have an audible radius of 25 miles, in order to alert isolated sheep farm railway halts. The whistle was given by the New South Wales Government to Captain Howie during his visit there to commemorate the building of the Romney Hythe and Dymchurch Railway.

£400 - 600 €440 - 660 US\$490 - 730

Provenance

Property of The British Engineerium, Hove.

81

A 'TYPHON' HAND-PUMP FORGHORN KOCKUMS MEK VERKSTAD, SWEDEN,

the floor standing foghorn with cylindrical pump operated by hand above and mounted on the side with conical brass horn, 29in (74cm) high

£200 - 300 €220 - 330 US\$240 - 360

Provenance

Property of The British Engineerium, Hove.

82

A FOOT-OPERATED BELLOWS, GRIFFIN & GEORGE LTD,

on wooden base with spring, 28in (51cm) long

£200 - 300 €220 - 330 US\$240 - 360

Provenance















A HOPKINSON'S IMPROVED ALBION PRINTING PRESS NO.1007, MANUFACTURED BY JONATHAN AND JEREMIAH BARRETT, ENGLISH, DATED 1836,

with distinctive toggle action printing lever and cast-iron frame with crown finial, 76in (193cm) high

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Originally designed by Richard Whittaker Cope, the Albion printing press was made under license by a number of manufacturers until the 1930's. They were used for commercial book-printing until the middle of the nineteenth century, and thereafter chiefly for proofing, jobbing work and by private presses. This example was used by the British Engineerium Press, Hove until the beginning of the 21st century.

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

84

A HADDON'S IMPROVED VICTORIA PRINTING PRESS, 46in (117cm) high

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

85

A MODEL OF WILLIAM MURDOCK'S STEAM LOCOMOTIVE, MODERN,

in oak, painted metal and wood, 29in (48cm) long

£400 - 600 €440 - 660 US\$490 - 730

Provenance



A HENRY WATTS COLUMBIAN CAST IRON PRINTING PRESS NO.183, ENGLISH, CIRCA 1860,

oval brass plaque engraved Columbian Press No. 183 Manufactured by Henry Watts..., the ornately cast-iron frame complete with cast iron eagle counterweight and operating lever, 88in (223cm) high

£6,000 - 9,000 €6,600 - 9,800 US\$7,300 - 11,000

Invented in 1813 by the American George Clymer, the Columbian Press was one of the first iron printing presses and had a notable advantage over other iron hand presses, of that period. Clymer's innovative and powerful combination of levers greatly increased the pressure that could be applied to the printing form, without causing undue physical strain to the pressman.

Provenance

Property of The British Engineerium, Hove.

Please note that, due to its size and weight, this lot can only be viewed onsite at The British Engineerium in Hove. Viewing will be on 10th, 12th, 17th and 19th September 2019 between 10am and 3pm.

Please see sale information at the front of the catalogue.

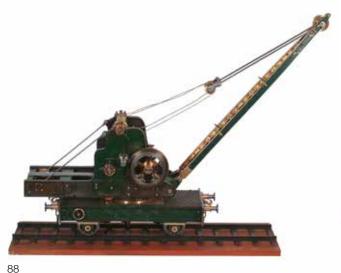
87 TP

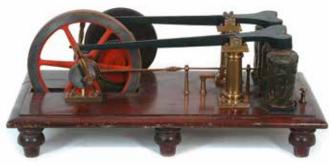
A 2-INCH SCALE MODEL OF A PORTABLE ENGINE, CIRCA 1865,

in the style of Turner Engineers, Ipswich. The fully riveted copper boiler supports an inclined feed-pump with bypass, curved crankshaft and guide bar brackets. The saddled cylinder is mounted on the firebox wrapper. Fittings include a Salter safety valve, sight glass fittings and level test cocks, whistle and blowdown valves. The cast wheels are shaped to simulate wooden ones. Several separate loose pieces, 25½in (65cm) high x 17in (43cm) wide

£800 - 1,200 €870 - 1,300 US\$970 - 1,500

Provenance









88 TP

A PARTIALLY COMPLETED 3 1/2-INCH GAUGE EXHIBITION MODEL OF A RAILWAY STEAM CRANE, STOTHERT & PITT,

the 0-4-0 chassis has cast side frames and steel buffer beams. Both front and back axles are powered by bevel gears from the crane above, handwheels either side control brakes. The swivelling steam crane chassis supports the elevating riveted brass jib. The four shafts consist of the main cable drum forward with a cast iron cable and brake drums. The top shaft is worm-driven and the cable drum carries two gun-tackle cables shackled back to the swivel. The central shaft is fitted with main pinion and four bevel gears with sliding dog clutches. The main cable drum has a similarly clutched drive pinion. The fourth shaft is furnished with a bevel gear for slew control. Finished in green and polished brightwork with black chequer plate, sleepered show track, 25½in (65cm) high x 32in (81.3cm) long

£1,500 - 2,000 €1,600 - 2,200 US\$1,800 - 2,400

Provenance

Property of The British Engineerium, Hove.

88

A 1 1/2-INCH GAUGE LIVE STEAM MODEL OF THE LNER 4-6-2 LOCOMOTIVE AND TENDER CITY OF DURHAM, 20TH CENTURY,

the cab with set of controls, finished in apple green, on wooden display shelf, the model 27in (69cm) long

£800 - 1,200 €870 - 1,300 US\$970 - 1,500 90 Y

90

A RARE BOURBOUZE-TYPE DOUBLE BEAM MAGNETIC ENGINE, CIRCA 1865,

each beam has two magnetic coils working onto the beam ends, supported on turned gunmetal columns with connecting rods working disc cranks, central spoked flywheel. The magnet coils are energised by a "slide valve" driven by an eccentric, mahogany base on turned feet, 101/4in (26cm) high x 26in (66cm) wide

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800

Provenance

Property of The British Engineerium, Hove.

91

A 3 1/2 INCH GAUGE BRASS LIVE STEAM MODEL 2-2-2 LOCOMOTIVE,

complete with burner and reservoir, cab with controls and drain cocks, whistle and condensing dome, mounted on length of track, 18½ in (47cm) long

£1,000 - 1,500 €1,100 - 1,600 US\$1,200 - 1,800



92 TP

92

A 5IN GAUGE EXHIBITION MODEL OF S.E. & C.R. 4-4-0 LOCOMOTIVE NO. 516, THIS CLASS "E" MODEL WAS BUILT BY J.E. KELLY OF CHATHAM AND WAS WINNER OF THE MODEL ENGINEER EXHIBITION "CHAMPIONSHIP CUP" IN 1969,

the superheated copper boiler is complete with Ramsbottom safety valves, injector valves, blower and brake valves, whistle and regulator valves. The chassis contains twin inside cylinders with valve chests over with the spindles linked to suspended connecting rods via a rocking weigh shaft. The slotted valve links are controlled by a steam/ hydraulic engine controlled in the cab via an external hollow swivelling reach rod controlling both steam and hydraulic valves and containing an internal slide rod controlling the steam slide valve. The cylinder is fitted with a lubricator and the valve actuating lever is complete with a cab indicator dial. Further chassis fittings include displacement lubricators, sanding boxes, steam cylinder lubricating pump, axle box oilers, grained cab interior, two-part footplate doors and twin injectors. The front bogey wheels have leaf springs as do the rear drivers and the front drivers are fitted with coil springs. Tender fittings include twin scale size water valves, brake, door latches, footplate flap, leaf sprung axles with well detailed axle boxes, vacuum pipe, firing iron and lamp brackets and water filler with hand feed pump. Finely finished in South East & Chatham Railway green and maroon with pale green and straw lining, 141/2in (37cm) high x 593/4in (152cm) long

£30,000 - 40,000 €33,000 - 44,000 US\$36,000 - 48,000 93

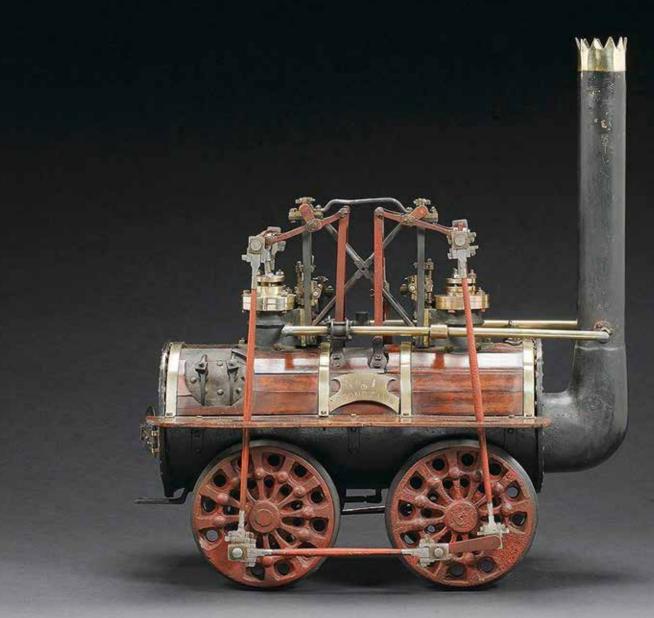
AN EXHIBITION CLASS MODEL OF AN UNDERTYPE STATIONARY STEAM ENGINE, BUILT BY J. E. KELLY OF CHATHAM,

the boiler is fitted with twin clack valves fed from within the gunmetal bed by an injector and a duplex steam feed pump. Further fittings include a Ramsbottom twin safety valve, Dewrance-style sight glasses, locomotive-type regulator and injector, blower and whistle valves, sliding fire doors. The engine has twin 'simple' cylinders 1 in bore x 1 in stroke with scale size lubricators, Joy valve gear with notched reversing lever. The connecting rods are tapered rectangular section locomotive style with big end lubricators. The crankshaft is carried on main bearings rising from plinth bosses, integrally cast like all others. Both fly and pulley wheels have curved spokes. The elaborate cast gunmetal plinth houses the draincock reach rods, injector and water control lever. The duplex pump has steam and bypass valves. Finished in green and black with polished brightwork, 11½in (29cm) high x 27in (69cm) wide

£5,000 - 8,000 €5,500 - 8,700 US\$6,100 - 9,700



93



Q/Y

AN IMPORTANT 8 3/4-IN GAUGE MODEL OF GEORGE STEPHENSON'S "NO. 1" 0-4-0 "LOCOMOTION", PERPORTED TO HAVE BEEN CONSTRUCTED BY GEORGE STEPHENSON AND 'A FRIEND',

the mahogany lagged and brass bound horizontal centre flue boiler is fitted with fire door, copper riveted back and front end plates, inspection door and lever safety valve. The two cylinders are set vertically in the boiler and are retained by flanges with the square nuts and bolts that appear throughout the construction. There is a central frame which supports the valve weighshafts actuated by lift-off eccentric connecting rods. The exhaust pipes run either side of the frame, have expansion joints between the cylinders and terminate in the crowned chimney. Parallel motion is imparted to the crossheads by three part pivoted horizontal links, retained by vertical braced rocking frames and pivot axles with return cranks. The four connecting rods have strapped gib and cottered big and little ends and drive both pairs of wheels at 90 degrees. The coupling rods are driven by extended stub axles at the rear and a return crank at the front. Finished in French polish, Stephenson red and black with polished brightwork, 211/2in (55cm) high x 191/2in (50cm) long

The model was apparently acquired from the family in the 1840's and was exported to Australia, where it became part of a travelling show of "spectacular objects and curiosities". There are the remains of an Accession Number on the right-hand running board.

"Locomotion" was the first of two locomotives ordered from George Stephenson for delivery in 1825 ready for the opening of the first railway, the Stockton & Darlington Railway. "Locomotion" remained in service until 1846 and then was used as a stationary pumping engine for a further 11 years. Fortunately the North Eastern Railway, which took over the Stockton & Darlington, had recognised the significance historically of this engine and ensured its preservation.

Provenance

Property of The British Engineerium, Hove.

£40,000 - 60,000 €44,000 - 66,000 US\$48,000 - 73,000



95 TP

AN IMPORTANT 8 1/4-INCH GAUGE MODEL OF ROBERT STEPHENSON'S 2-2-2 ENGINE AND HORSESHOE TENDER,

the wrought iron riveted boiler is fitted with fire-hole door, the remains of gauge glass and regulator and gold leafed steam dome, with whistle fragments and safety valves. There are also clack and blowdown valves, a filler funnel and brass band retained the cladding. The firebox and smokebox carry bearing brackets which would have held a draincock reach-rod, connected to the cylinders via a rod passing through the front footplate. Chassis fittings include finely fletched wrought iron frames with riveted axle keeps, incorporating the underslung springs and braced by faceted stay-bars. The cylinders have overtype valve chests in the base of the smokebox and the spindles are operated via rocking levers actuated by the twin-eccentric link motion. Feed pumps are mounted horizontally and driven by the "Stephenson" crossheads. The front and rear buffer beams are missing, and the footplate is furnished with finely turned and scrolled railings with brass corner and end finials. The 4-wheeled horseshoe tender is fitted with finely adjustable water controls and the rear buffer beam carries examples of the buffer construction both front and rear. The frame is wooden and, as with the engine, the axle carriers are stayed and contain the leaf springs within. The locomotive still has its original painting and lining which was a deep blue-green with polished fletched frames and splashers. Stephensonred wheels with black lining and gold leafed steam dome. The lining and arms on the tender are those of Chile, but the colours, as designed by the English artist Charles Wood Taylor in 1834, have mistakenly been reversed from top to bottom, 21in (53cm) high x 48in (122cm) long

£50,000 - 70,000 €55,000 - 76,000 US\$61,000 - 85,000 Jonathan Minns suggested that the model was sent to Chile as a demonstration sales model in the middle of the 1840's, where it was near worn out through running and clearly suffered several severe collisions. It is particularly important in that the boiler, fletched and wrought iron frames and Stephenson spokes are identical to his standard 2-2-2 locomotive of 1835. The significant difference however, is that whilst the original was fitted with typical gab valve gear, this locomotive has the earliest known example of so-called Stephenson link motion which was actually invented by his foreman, Mr Howe, in 1843 and sadly for all concerned, was never patented.

Provenance

Property of The British Engineerium, Hove.



96 TP

A CONTEMPORARY 9 3/4-INCH GAUGE MODEL OF AN N.E.R. HAWTHORN LESLEY 2-2-2 LOCOMOTIVE, CIRCA 1850,

the chassis carries twin gunmetal cylinders with inward-looking valve chests, the valve spindles have hanging guides suspended from a crosspiece bolted to the bar-type crosshead guides. The forked valve connecting rods are lifted up and down by the weigh shaft lever and the slotted links are radiused facing forward. Two sets of eccentrics drive flat tapered connecting rods and are set to line up with the shaped links. The crosshead guide bars are bolted to a central spectacle plate with tapered rectangular section con-rods. The leading and trailing axle springs are housed within the outer frames. The central drivers have leaf springs set above the curved frame, which is painted black and red with straw lining and supports pierced splashers painted pale green and black with straw lining. The smokebox contains the steam manifold and exhaust nozzle pipes, a typical Hawthorn Lesley steam dome cover again painted green and black with straw lining. With a brass beaded riveted North Eastern Railway style cab, 29in (74cm) high x 411/2in (105.5cm) long

97 TP

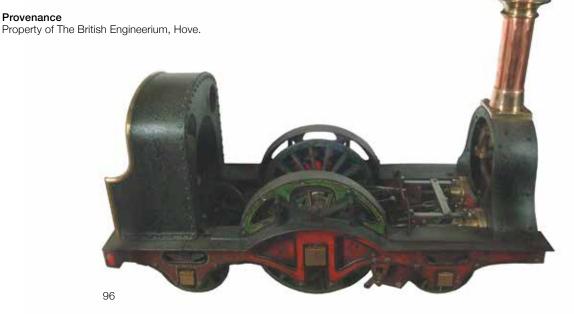
A 3 1/4-INCH GAUGE ELECTRIC MODEL OF THE 4-6-4 LOCOMOTIVE AND TENDER 'EXPERIMENT', 20TH CENTURY,

with electric motor powering the drive wheels, finished overall in black with red and yellow lining, together with eight goods wagons and a basket containing a variety of accessories, locomotive and tender 38in (97cm) long

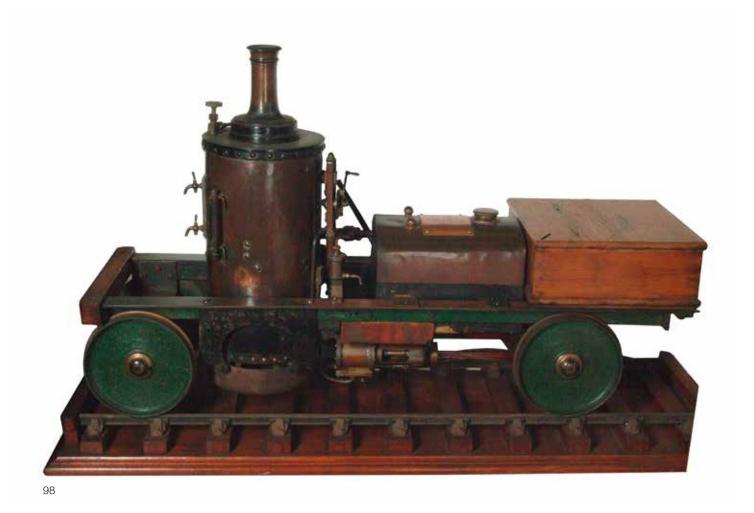
£2,000 - 3,000 €2,200 - 3,300 US\$2.400 - 3.600

£4,000 - 6,000 €4,400 - 6,600 US\$4,800 - 7,300

Provenance



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



98 TP Y

A UNIQUE 8 3/4-INCH GAUGE GARDEN RAILWAY 2-2-0 LOCOMOTIVE, BUILT APPROX. 1848 FOR JOHN J. THORNYCROFT BY HIS FATHER THOMAS THORNYCROFT, SCULPTOR,

the locomotive, unlike virtually anything else at the time, incorporates a vertical riveted multi-tube copper boiler suspended between the "angle iron" and fitted with pressure and water gauges, level test cocks, blower and clack valves. The boiler is fed by horizontal hand feed pump. Steam is supplied to the engine by a spring-loaded vertical piston valve with displacement lubricator. The twin cylinder engine is carried horizontally beneath the frame on a curved bridge and has gunmetal cylinders approximately 11/2in bore x 11/2in stroke with valve chest under and trunk guides supported by a spectacle plate. The driving axle has two eccentrics with curved pushrods. The solid wheels are cast brass. Moulded mahogany stand, iron rails in cast chairs with wooden wedges, 23%in (60cm) high x 40in (102cm) long

£5,000 - 8,000 €5,500 - 8,700 US\$6,100 - 9,700

The locomotive was reconditioned by John J. Thornycroft and Company Limited Engineers at their Pulford Street Works in 1920 and driven by Sir John J Thornycroft on the celebration of his Golden Wedding the same year. It is interesting to note that the layout would seem to be the precursor of the under-type steam wagons later made by Thornycroft and other manufacturers.

Provenance

Property of The British Engineerium, Hove.

Bonhams AUCTIONEERS SINCE 1793

The Contents of King Henry VII Hunting Lodge The Nicky Haslam Collection

New Bond Street, London | 19 November 2019 at 6pm

ENQUIRIES

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Simon Upton/The Interior Archive

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

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will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

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

Estimates

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

Condition Reports

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We 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 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 Buver'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 preregistered 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 Buver'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 Σ 2,500 of the Hammer Price 25% of the Hammer Price above Σ 2,500 and up to Σ 300,000 20% of the Hammer Price above Σ 300,000 and up to Σ 3,000,000 13.9% of the Hammer Price above Σ 3,000,000

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

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

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

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

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

8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buver'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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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 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 Σ 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 would 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 pubil:
- "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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www. bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@honhams.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, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/ or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms 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.

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.

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

4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

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

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

6 PAYMENT

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

COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract:
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- a.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;
- 3.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

- 1.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams: and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its ballee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;

- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 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.
- 0.12 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.

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.
- 0.5 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 and following completion of our enquiries pursuant to paragraph 3.11;
- 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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;

- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams
- 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:
- 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. Departure 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
- 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.
- 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 or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 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;

- 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;
- 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
- 3.10.5 that you consent to Bonhams 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.
- 3.11 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 antiterrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all

- charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:

- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment:
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof.
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

- You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

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

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

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

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 ILL USTRATIONS

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 ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

If we are reasonably satisfied that a Lot is a 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.
- 2.11 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

- "Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.
- "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)

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.

"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 accordinaly.

"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
- (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;
 - 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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