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Montpelier Street, London | Wednesday 15 September, 2021 at 2pm

BONHAMS
Montpelier Street
Knightsbridge
London SW7 1HH
bonhams.com

SALE NUMBER
26913
Lots 1 - 199

CATALOGUE: £15

ILLUSTRATIONS
Front Cover: lots 131,136,148
Inside Front Cover: lot 57
Inside Back Cover: lot 57
Back Cover: Various Lots: 166-169, 171-174, 176, 177, 180, 181, 183, 184

VIEWING
Sunday 12 September,
11am-3pm
Monday 13 September,
9am-4.30pm
Tuesday 14 September,
9am-4.30pm
Wednesday 15 September,
9am-11am

ENQUIRIES
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BIDS
- Bid online/APP
Register to bid online by visiting
www.bonhams.com/26913

- Bid through the app. Download now for android and iOS

- Bid by telephone/absentee
We require a completed Bidder Registration Form returned by email to bids@bonhams.com.

The form can be found at the back of every catalogue and on our website at www.bonhams.com

Please note we cannot guarantee bids within 24 hours of the sale.

Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £1,000.

- Bid in person
You can pre-register online at Bonhams.com or obtain a paddle at our Registration Desk.

- New Bidders
You must provide proof of identity when submitting bids. A copy of a government-issued photo identification (driving licence or passport) showing your full name and date of birth, and, if not shown on the ID document, proof of your current address (utility bill or bank statement).

For company account or other entities, please contact us in relation to the documents you will need to provide.

Failure to do this may result in your bids not being processed.

For all other enquiries, contact our Client Services department on:
+44 (0) 207 447 7447 or bids@bonhams.com

Please see back of catalogue for important notice to bidders

To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a * or Ω) lots must be exported within 30 days of Bonhams’ receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.

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BIDS
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PAYMENTS
Buyers
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Sellers
Payment of sale proceeds
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TAXATION & HERITAGE
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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP
All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP on day date Month 2021 & will be available for collection from time day date Month 2021 and then every working day between 9.30am and 4.30pm by appointment only

A booking email or phone call are 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 for you written authorisation is required in advance from you and photographic ID of the third party is 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.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE
Storage
Storage will be free of charge from & including the sale date day date Month 2021.
Charges will apply from 9am day date Month 2021.

Storage Charges
Large Pictures & Large Objects: £6.05 per day + VAT
(Please note that charges apply every day including weekend & public holidays)

Handling
After the first 14 calendar days following the sale, the following handling charges apply:
£45.00 +VAT per lot for Large Pictures & Large Objects

Loss and Damage
Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges. (Please note: Charges apply every day including weekends and Public Holidays).

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer’s premium.
† 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

POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK
Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer’s Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers?
If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

What do the Star (†) and Omega (Ω) symbols mean? If you buy in this sale you will pay import VAT of 5% († symbol) or 20% (Ω symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 days of full payment of your invoice.
**NOTICE TO BIDDERS**

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (Including any eventual purchaser of the Lot). For ease of reference we refer to such persons as “Bidders” or “you”. Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. You are strongly advised to read and understand this notice which are in the List of Definitions, they are printed in italics. IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue in the Contractual Description 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 orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

**1. OUR ROLE**

It is not for Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bider. Bonhams does not act for Buyers or Bidders in respect of a Sale and does not give advice to Buyers or Bidders. When it or its staff make statements about a Lot or its Condition Report, Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

The Seller has authorised Bonhams to sell the Lot as agent on its behalf and, where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation which we make in the Catalogue about the Seller’s behalf and, unless Bonhams sells as a Lot principal, not on our behalf and any Contract for Sale is between the Buyer and the Seller and not with us, if Bonhams sells as the Lot principal this will either be stated in the Catalogue or an appropriate item will be struck out. An effect that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or in the Catalogue.

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

**2. LOTS**

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold ‘as is’ on an “as is” basis, with all faults and imperfections. A photograph, if any, illustration, or other visual representation may not reflect an accurate reproduction of the colour(s) or true condition of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price including the Hammer Price. It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not match that of its appearance, and that an aspect’s perceived condition may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example possibly concealed by upholstery or physical defects. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical equipment is sold as sold for the artists’ or craftsperson’s lifetime. Any reliance on such description is at your own risk and is not guaranteed. 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 affect the time at which a Lot you are interested in is put up for sale. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from 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, those do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organizing the Sale for advice on this.

**3. DESCRIPTIONS OF LOTS AND ESTIMATES**

**Contractual Description of a Lot**

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller of the Lot as corresponding only to its Contractual Description and 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. Any photographs of the Lot (when printed in black and white) represent 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 Lot as corresponding only to its Contractual Description and 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. Any photographs of the Lot (when printed in black and white) represent 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.

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 Report**

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 at a cost. Bonhams does not enter into a contract with you in respect of the Condition Report and accordingly does not accept any liability in respect of the Condition Report or any representation made by Bonhams in the Condition Report. This is because Bonhams represents reasonable opinion as to the Lot’s general condition in the terms stated in the particular report, and Bonhams does not undertake in respect of the Condition Report to include all aspects of the internal or external condition of the Lot. Neither does the Seller agree or owe to you as a Bider or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or expert instructed by you.

**The Seller’s responsibility to you**

The Seller does not agree or owe to you as a Bider or Buyer any representation or guarantee of any kind. If the Seller gives you any representation or guarantee, you should promptly notify it to Bonhams. Such items which the Seller represents or guarantees may not be visible and may not be original or may be repaired and you should not assume that a Seller represents or guarantees its condition. Such representation or guarantee, which is available for your inspection or expert instructed by you.

**4. CONDUCT OF THE SALE**

Our Sales are conducted by the Auctioneer, on which persons may partake and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises to or from the Sale and to remove any person from our premises and Sale, without stating a reason for doing so, if we reasonably believe that person is not entitled to be present. 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 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, those do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organizing the Sale for advice on this.

When a Reserve has been applied to a Lot, the Auctioneer may, in his discretion, sell it for a lower price than the Reserve price specified in the Contract for Sale, which is available for your inspection or expert instructed by you.

You are responsible to you in respect of the presence or absence of any Reserve or Reserve price specified in the Contract for Sale. Any Reserve, if any, will be strictly in accordance with the Reserve price specified in the Contract for Sale, which is available for your inspection or expert instructed by you.

Any reserve is in respect of any Lot, the Reserve price specified in the Contract for Sale, which is available for your inspection or expert instructed by you.

**5. BIDDING**

**Bidding by telephone**

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, you should contact our Bidding registration desk at the Sale venue and fill out a Registration and Bidding form on (or, if you require a separate number system, the day of the Sale). You should be a successful Bider and you will need to ensure that you have your call number which is clearly seen by the Auctioneer and that it is your number which is identified as the Buyer of the Bider. You should not let anyone else use your call number which is available for your inspection or expert instructed by you.

**Bidding by post or fax**

Absentee Bidding Forms can be found in the back of this Catalogue and can be found in the back of this Catalogue. Bidders can bid by post or fax for any Lots on which images of the Lot are available. Absentee Bidding forms are also available on our website. You should complete a Registration and Bidding form which is available from our offices or in the Catalogue. Please return it to the office 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 not available for the Sale. Should you not receive a bid confirmation by telephone, it is on the bidding company 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, 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 information is complimentary and without 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 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 attributable to any failure of the software or system, computer or mobile device. Bidding through an agent

Bids may be placed via a third party or 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 on your own behalf and with full

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details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to 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 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 begins, you will be 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.

Bonhams undertakes Client Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Proceeds) Regulations 2017 (the “Regulations”). Bonhams’ Interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.


On the Lot being brought 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 are therefore advised to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer’s Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to acquaint yourself with the terms of any sale up to the date 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% of the Hammer Price on the first £10,000; plus 25% of the Hammer Price from £10,001 and up to £45,000; plus 20% of the Hammer Price from £45,001 and up to £5,500,000; plus 14.5% of the Hammer Price above £5,500,000.
- VAT and storage 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%.

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 bank or building society; all cheques received before you place 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.

Credit cards: you may pay for Lots purchased by you at this Sale with credit or debit cards issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to (i) the approval by Bonhams of your credit card details; and (ii) a successful telephone connection is made.

Credit cards: you may also pay for Lots purchased by you at this Sale with credit or debit 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.

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.

If you have any questions with regards to card payments, please contact our Customer Services Department. We reserve the rights to retain 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

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 scenarios, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer’s Premium: VAT at the prevailing rate on Hammer Price and Buyer’s Premium VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer’s Premium VAT on imported items at the prevailing rate on 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 Buying Price on Lots for first time buyers. If the amount payable by you for VAT attracts a zero rate, the balance must be paid by other means.

From €350,000.01 to €500,000  0.5%

For the above purpose, the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale, the Buyer’s Agreement relates to 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 2005. 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, 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 £50,001.00 to £100,000  3%
From £100,001.00 to £200,000  2.5%
From £200,001.00 to £500,000  1%
Exceeding £500,000  0.5%
Exceeding £500,000  0.25%

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 retain 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
17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

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, or for (b) ammunitions 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 ammunitions.

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. Proof 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 viewing and measurements only if accompanied with a guarantee statement confirming the details of the firearm and with the original record. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to convey the original specification and data of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and will remind you that, in the case of firearms or shotguns subject to certification to conformance with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer’s certificate / shot gun certificate / firearms certificate / proof certificate. Shotguns and Firearms are subject to the 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 allowing 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 deposit will be reoffered by Bonhams in the next upcoming 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 advise 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 certification 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 ‘S25’ and bearing marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a ‘505’ 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 call 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 guarantees 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. Sophisti and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently oiled or resin set 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 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 and their treatments. It is not the responsibility of Bonhams to confirm that the gemstones are natural. The treatment of each gemstone will be disclosed in the Catalogue. As a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain lots, particularly those sold at hammer prices. 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 Saleroom Company Ltd makes any effort to ensure accuracy, the date shown on the Dated Plate or Dated Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the piece.

20. PHOTOS

If it is occasionally possible to provide a pre-sale testing for larger paras (as detailed below), this is generally limited to more recent and expensive items. It is not our policy to inspect every unopened case. In the case of wires 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, Albarde, German and Cognac shaped bottles when greater than 4 centimeters (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 (S) or up to 5cm
Over 30 years old – high shoulder (H) or up to 6cm

The level should be noted at the auctioneer’s 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 Harmer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Harmer 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.

Bonhams Details and Corks for Sale

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

• GB – Glass bottled
• DB – Domaine bottled
• Est – Estate bottled
• BB – Bordeaux bottled
• BE – Belgian bottled
• FB – French bottled
• GB – German bottled
• OB – Oregon bottled
• UK – United Kingdom bottled
• w.o – without cork
• i.e.w – 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 Table with contact details 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.

A Wines lying in Bond.

D An Additional Premium will be payable to us by the Buyer to cover our expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on
a successful Sale or a financial loss if unsuccessful.

Bonhams owns this 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.

1. 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 or and/or by notices at the Sale venue and/or on Bonhams’ website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders and/or the Contract for Sale of the Lot sold by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract. A copy of the Definitions and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Abbreviations, they are defined in it.

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you Bidders and Buyers in the Notice to Bidders and/or the Contract for Sale of the Lot which is not at an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made in any notice by the Auctioneer, or by a Notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

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

2 SELLER’S WARRANTIES AND 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 Notice for the Lot in the Catalogue or 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.

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2 SELLER’S WARRANTIES AND Undertakings

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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 Notice for the Lot in the Catalogue, the Seller has full title or is entitled to sell the Lot free from any encumbrance, including any charge, lien, pledge, mortgage, or any other interest or right of whomsoever in, or over, the Lot, and all duties and taxes in respect of the export or import of the Lot have been paid to the extent of the Seller’s knowledge, and the Seller has the full right to sell the Lot, and the Seller is free to deal with the Lot at the sole discretion of the Seller without any consent or notice or the Seller, and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made in any notice 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.

1.3.1 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 been paid to the extent of the Seller’s knowledge, and the Seller has the full right to sell the Lot, and the Seller is free to deal with the Lot at the sole discretion of the Seller without any consent or notice or the Seller, and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made in any notice 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.

2.1.3.1 except as provided in paragraph 2.1.5, the Seller does not make or give any or make any contract or promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Lot or the contents of the Catalogue or any other in relation to any Lot in the Catalogue or any other in relation to any Lot to which the Seller has any connection, including in any legal, costs, 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.

8.1.2 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; to retain possession of the Lot; to terminate immediately the Contract for the Sale of the Lot for your breach of contract;

8.1.3 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; to retain possession of the Lot; to terminate immediately the Contract for the Sale of the Lot for your breach of contract;

8.1.4 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.5 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.6 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.7 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.8 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.9 to be paid interest on your failure to pay or to any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or 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 any legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the title to 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 8.2 in full or in part satisfaction of any amounts owed to the Seller or to Bonhams 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 charges and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

8.4 No right to compensation arises when the hammer in respect of the Lot rises.

9 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 in the Notice to Bidders or orally, writing, including in the Catalogue, or on the Website, or orally, by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, by or on behalf of the Seller) or any personal 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 for whom the Seller is legally responsible, or (iii) your failure to take such precautions as you would reasonably have taken in this agreement and under the law.

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 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 of the Lot's Description.

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 as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following consequences:

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 2.1.6;

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 under the Contract and following completion of our enquiries pursuant to paragraph 3.1.1;

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 any guarantees to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Descriptive 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 or under your instruction, 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 publishing of any 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 and is made without references to the Seller as principal made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You will be wholly responsible for packing, handling and moving the Lot to and from the venue and will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 BONHAMS' HABITUAL ACTS

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 the Purchase Price for the Lot.

3.2 A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each Lot, and 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.

3.3 You must also pay us on demand any Expenses payable in respect of the Sale and the Contract for Sale.

3.4 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, and only in cleared funds and cleared by us 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 invoices to the principal.

3.5 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, and part of the contract.

3.6 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 incurred until payment to the Seller.

3.7 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 right set off paragraph 3.7.

3.8 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 Expenses due to Bonhams.

3.9 You warrant that neither you nor - if you are a company, your directors, officers or your employee or directors or shareholders - any person who controls your entity 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. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, or other relevant sanctions authority (“Sanctions” and a “Sanctioned Party”); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, but not limited to, the country or territory in which the Lot is located (as defined in paragraph 1 or if no date is specified, by 4.30pm on the seventh day after the Sale) and/or any country or territory subject to any Sanctions, and/or on the Security and/or Defence lists or U.S. Treasury Department’s Specially Designated Nationals and Blocked Persons List。“

3.8.3 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”) and your Principal is a Sanctioned Party, or if you are enquiring as to the status of your Principal, you must promptly provide us with information as to whether or not your Principal is a Sanctioned Party and, if so, the nature of the Sanctions.

3.11 You have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations, and the Seller is not a Sanctioned Party, you have conducted suitable due diligence on, and are aware of any express alteration to your Principal as referred to in paragraph 2.1.5).

3.12 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; and

3.13 funds used for your or your Principal’s purchase are not connected with or obtained from any criminal activity including without limitation tax evasion, money laundering or terrorist financing.

3.14 Lots sold 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

3.15 You have not conducted any 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.

3.16 We reserve the rights to make enquiries about any person transacting with us and to identify the monies we receive from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the 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 and incur any costs reasonably incurred by us, 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 us, in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.1.1, 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 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 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 Seller will either be held by us as Storage Contractor on behalf of the Seller or 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, and to give us at all times such assistance as we may require for the purpose of inspecting the Lot.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection under any Storage Contract and your rights set out in paragraph 3.7 will not affect your liability to pay 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 4.5. You will be responsible for 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 and at the same time as you take delivery of the Lot or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot from our premises or the end of the Storage Contract. Any information 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) is subject to paragraph 1 or if no date is specified, by 4.30pm on the seventh day after the Sale), we will not be liable 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 specified in the Notice to Bidders or at the 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.
you have not paid for the Lot in accordance with paragraph 3, and you have not moved to any third party’s premises, the Lot will be held by us under the provisions of our Stock & Sale Agreement 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 To the extent you wish to sell to you (i) 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.

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 delivered to you in accordance with any purchase or upon collection of the Lot, and if you do not take delivery within 28 days of the date of such collection, the risk in the Lot falls upon you.

6.3 If you pay us only part of the sums due to us such payment

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

7.1 If all sums payable to us are not paid in full at the time they are due, we retain our lien over the Lot and:- if 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 have with such a lien).

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 (or where you have purchased more than one Lot, interest is charged pro-rata to the Lot or Lot at any time thereafter in payment of the purchase price, Buyer’s Premium, VAT and Expenses paid by you in respect of the Lot);

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 on a basis where you are granted an irrevocable license 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 in order 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 purchased or sold 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 Sale) and to apply any monies due to you as a result of such sale.

7.1.11 to 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 registering to do so with us at any future Sale in which case we will be entitled to accept such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot or Lots which we are entitled to sell.

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 the transaction.

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 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate then current of interest and either of the Purchase Price of the Lots, or have purchased more than one Lot pro-rata to the Buyer’s Premium on each Lot and thereby to all other sums due to us.

7.3 We will account to you in respect of any balance we hold remaining from the purchase price or any payments made by you in respect of the purchase price or any payments made by you in the purchase price, your rights in respect of those sums paid us by you, and we will refund to you any surplus of any tender payment of any Lot or Lots when we become liable to pay the same until payment by you.

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 we are advised to do so to recognize 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 leading expert in the field of the Lot 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 permitting the exercise of any of the above powers, and irrespective of whether the legitimacy of such a claim is later proven or not (or any sum you may be entitled to recover from the Seller) in respect of any other such claims, at your expense; and/or

8.1.5 to apply any monies received from you for any purpose (including other goods sold to you or with us for the said purpose) pro-rata to the Lot or Lot(s) as we may agree in writing.

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, whether such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator, or other government body;

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9  CONSIDERATIONS

9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies (a) to the Benefit of Sale, to the Buyer, to the Seller, to the artist, author or creator or for whom we are legally responsible, or (b) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (c) or any other liability to the extent the same may not be excluded or restricted as a matter of law or (d) where we are undertaking in paragraph 7 of these conditions.

10  BOOKS MISSING TEXT OR ILLUSTRATIONS

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

10.1 The original invoice was made out by us to you in respect of the Lot and in that invoice we have notified you 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) you may agree in writing to 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

10.2 Our duty to you while the Lot is at your risk and/or your property

10.2.1 to refrain from altering the Lot in any way whatsoever, our liability will be limited to payment of a sum equal to the Purchase Price and Buyer’s Premium paid by you in respect of the Lot.

10.3 The benefit of paragraph 10 is personal to, and incapable of assignment by, you.

10.4 Nothing set out above will be construed as excluding or restricting 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 for any person, which will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price or any expenses (less any sum you may be entitled to recover from the Seller) in respect of any other such claims, at your expense; and/or

12  MISCELLANEOUS

12.1 You may 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 be construed as excluding or restricting 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 for any person, which will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price or any expenses (less any sum you may be entitled to recover from the Seller) in respect of any other such claims, at your expense; and/or

12.3 If either of this agreement is prevented from performing that party’s respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, war/deterioration, terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances (give rise to 

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or otherwise in first class post 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. If any or all of the conditions 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 this relevant term.

13. References to the singular will include reference to the plural and vice versa and any one gender will include reference to the other.

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

15. In this agreement “including” means “including, without limitation”.

16. References to the singular will include reference to the plural and vice versa and any one gender will include reference to the other.

17. Paragraphs numbered from 1 to 235 are divided into paragraphs which enable the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

18. The limits of any insurance cover purchased by Bonhams will be as described in the written description in the catalogue. Where no cover is indicated in the catalogue, it is assumed that no cover has been purchased.

19. This agreement is governed by the laws of England and Wales and the United Kingdom.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases 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 connection with the Contract for Sale, will be paid (and any sums paid by Bonhams, or acting as principal, on behalf of the Buyer may have been allocated to the account at your request, 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 form info@bonhams.com.

“Conditions of Sale” the Notice to Bidders, Contract for Sale, Buyer’s Agreement and Definitions and Glossary.

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

“Consumer” a natural person who is acting for the relevant purpose outside trade, business or profession.

“Contract Form” the letter and vehicle Entity form, as applicable, signed or by on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

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

“Draft Description” a draft description of a Lot as per the “Description” section of the Catalogue or as requested by the Buyer.

“Expenses” includes any act or threatened act of terrorism, whether by a non- specialist member of an organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intent to influence the government or the public or any section of the public into fear.

“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, the individual items comprised in a group or more items offered for sale as one Lot).

“Motorising Catalogue Fee” a fee payable by the Seller to Bonhams in connection with the sale of Motor vehicles by Bonhams in accordance with the catalogue of the marketing of motor vehicles and in respect of the promotion of Sales of motor vehicles.

“Notice to Bidders” the notices printed at the back of front of our Catalogues.

“Participation” 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.

“Postal Charge” the minimum price at which a Lot may be sold (whether at auction or by private treaty).

“Sale” the auction or contract for the sale at which a Lot is offered for sale by Bonhams.

“Sale Proceeds” the net amount due to the Seller from the Sale of that Lot after the expenses (and any exchange charges) have been deducted therefrom. Expenses and any other amount due to us in whatever capacity and however arising.

“Seller” the person who consented to the sale of 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 the Seller, “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 Stamps offered for Sale at a Specialist Stamp Sale.

“Standard Examination” a visual examination of a Lot by a non- specialist member of an organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intent to influence the government or the public or any section of the public into fear.

“Terrorism” means any act or threatened act of terrorism, whether by a non- specialist member of an organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intent to influence the government or the public or any section of the public into fear.

“VAT” value added tax added at the prevailing rate at the date of the Sale in the United Kingdom.


“Withdrawal Notice” the Seller’s written notice to Bonhams revoking their 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 or its set up in the Artists Resale Rights Regulations 2006.

“buyer”: a person to whom goods are entrusted.

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

“interim 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.

“right of way”: 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.

“transferred” a legal wrong done to someone to whom the wrong does a duty of care.

“warranty”: a legal assurance or promise, upon which the person to whom the warranty has given the right to rely.

SALE OF GOODS ACT 1979

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

Section 12 Implied terms about title and description of goods

(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 the seller has a right to sell the goods, and in the case of an agency agreement 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 a right for the person who has possession of the goods to a right for the person who has possession of a Lot to retain possession of it.

(3) In the case of goods, unless and except to which subsection (3) below applies, there is an implied term that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed 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.

(4) This subsection applies to a contract of sale in the case of which there appears from the contract or to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(5) In a contract to which subsection (3) below applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer may have been disclosed to the buyer before the contract is made.

(6) In a contract to which subsection (3) below applies there is an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely:

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance so disclosed or known to the buyer before the contract is made,

(b) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance so disclosed or known to the buyer before the contract is made.

UK/08/19
Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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

Data protection – use of your information
Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consents 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 e-mail from info@bonhams.com.

We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel may be of interest to you including those provided by third parties.

If you do not want to receive such information (except for information you specifically requested) please tick this box.
Would you like to receive e-mailed information from us? if so please tick this box.

Notice to Bidders.
At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful
I will collect the purchases myself

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

If registered for VAT in the EU please enter your registration here:

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

Please note that all telephone calls are recorded.

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<th>Brief description</th>
<th>MAX bid in GBP (excluding premium &amp; VAT)</th>
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FOR WINE SALES ONLY

Please leave lots “available under bond” in bond

Please include delivery charges (minimum charge of £20 + VAT)

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

Bidder/Agent’s (please delete one) signature:

Date: