Bonhams
SKINNER

The William Dana Lippman Collection:
Splendor of American Furniture

Marlborough, Massachusetts | 14 November, 2023
The William Dana Lippman Collection: Splendor of American Furniture

Marlborough, Massachusetts I Tuesday 14 November 10am EST, 2023

BONHAMS SKINNER
274 Cedar Hill Street
Marlborough
MA 01752
skinner.bonhams.com

SALE NUMBER
28638
Lots 1 - 109

ILLUSTRATIONS
Front Cover: Lot 32
Inside Front Cover: Lot 7
Inside Rear Cover: Lot 14
Rear Cover: Lot 89

PREVIEW
Wednesday, November 8
10:30am-4:30pm
Thursday, November 9
10:30am-4:30pm
Friday, November 10
10:30am-4:30pm
Saturday, November 11
12:00pm-4:00pm
Sunday, November 12
12:00pm-4:00pm
Monday, November 13
10:30am-4:30pm

63 Park Plaza, Boston
Wednesday, November 1
11:00am-3:00pm
(by appointment only)

Expanded preview hours available by appointment

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BIDS
Bid online/APP
Register to bid online by visiting
www.bonhams.com/28638

Bid through the app. Download now for android and ios

Alternatively, contact our Client Services department at:
bids@bonhamskinner.com
+1 (508) 970 3000

IMPORTANT NOTICES
Please note that all customers, irrespective of any previous activity with Bonhams Skinner, are required to have proof of identity when submitting bids. Failure to do this may result in your bid not being processed. For absentee and telephone bids we require a completed Bidder Registration Form in advance of the sale. The form can be be requested from and should be returned to bids@bonhamskinner.com. Please note we cannot guarantee bids within 24 hours of the sale.

bonhams.com/stories/34925/

SHIPPING & COLLECTION
Purchases must be paid for in full and removed from the premises of the sale on the day of the sale. If you are unable to collect personally, our Client Services team can provide a list of third-party packers and shippers upon request. A pickup appointment must be booked in advance; please contact our Client Services team for scheduling. Bonhams Skinner requires a completed release for all property not collected by the invoiced purchaser using our online release form. Successful bidders will be sent links to the relevant forms & additional information upon invoicing.

form.jotform.com/210946378284061
A. Conditions of Sale

The following Conditions of Sale, as amended by any published or posted notices or verbal announcements during the sale, constitute the entire terms and conditions on which property listed in the catalog (including web-catalog) shall be offered for sale or sold by Skinner Auctions, LLC and any consignor of such property for whom Skinner acts as agent. By participating in the sale, you agree to be bound by these terms and conditions. As used herein, “Skinner,” “we,” “us” or “our” refer to Skinner Auctions, LLC.

1. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum bid price agreed upon by the consignor and Skinner below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in cases where the reserve exceeds the estimates listed, a representative of Skinner will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise or lower the reserve at the discretion of Skinner.

2. All property is sold “AS IS” and neither Skinner nor any consignor makes any warranties or representation of any kind or nature with respect to the property. Any statements contained in the catalog or in any advertisement, bill of sale, announcement, condition report, invoice or elsewhere as to period, culture, source, origin, media, measurements, size, quality, rarity, provenance, importance, exhibition and literature of historical relevance, merchantability, fitness for a particular purpose, or physical condition ARE QUALIFIED STATEMENTS OF OPINION AND NOT REPRESENTATIONS, WARRANTIES, OR ASSUMPTION OF LIABILITY. Neither Skinner nor the consignor shall be responsible for any error or omission in the catalog description of any property. No employee or agent of Skinner is authorized to make on our behalf or on that of the consignor any representation or warranty, oral or written, with respect to any property.

3. Except as provided in paragraph 1 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her discretion, withdraw the lot or reoffer the lot for sale. The auctioneer shall have sole discretion to refuse any bid, or refuse to acknowledge any bidder. Any bidder that plans on spending in excess of US $100,000 should make arrangements with the accounting department at least five (5) days in advance of the sale, as a deposit may be required to participate.

4. All property purchased must be paid for and removed from the premises of the sale on the day of the auction. Skinner may impose, and the purchaser agrees to pay, a monthly late charge of 1.5% of the purchase price of any lot or item lot not paid for within thirty-five (35) days of the date of sale. Skinner shall have no liability for any damage or loss to property left on its premises for more than seven (7) days from the date of sale. If any property has not been removed within seven (7) days from the date of sale, at the option of Skinner (a) Skinner reserves the right to charge a minimum storage fee of US $10 per lot per day, and may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed within the seven (7) days, and/or (b) Skinner may place the property in a subsequent auction, without reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.

5. Payment for purchases must be made in US Dollars. Skinner’s preferred payment method is by wire transfer. For final purchases exceeding US $25,000, all payments must be in the form of wire transfer unless other arrangements have been approved in advance. For final purchases below US $25,000, payment may also be made in or by the following methods:
   (i) Cash. Please note that the amount of cash that can be accepted from a given purchaser is limited to US $5,000 per auction sale (whether by single or multiple related payments). If the amount payable exceeds that sum, the balance must be paid by another method.
   (ii) Cashier’s check, money order, or personal check with approved credit drawn on a U.S. bank. A US $25.00 processing fee will be assessed on any returned checks. Personal checks will be acceptable if from an account in the name of the buyer and if credit has been established with Skinner or if a bank authorization has been received guaranteeing a personal check. Skinner reserves the right to hold property purchased by personal check until the check has cleared Skinner’s bank.
   (iii) Visa, MasterCard, American Express or Discover debit or credit card issued in the name of the purchaser or record. Only one debit or credit card may be used for payment of an account balance. This method of payment may not be available to first time purchasers.

We reserve the right to refuse to accept payment from a source other than the registered bidder or buyer of record. Once an invoice is issued, we cannot change the buyer's name on an invoice.

6. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Skinner may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser’s breach, (b) offering at public auction, without reserve, any lot or item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale and/or (c) reveal the purchaser’s identity and contact details to the consignor.

Further, we reserve the right to cancel the sale of any property if: (i) you are in breach of your representations and warranties hereunder; (ii) we, in our sole discretion, determine that such transaction might be unlawful or might subject Skinner or the consignor to any liability to any third party; or (iii) there are any other grounds for cancellation under these Conditions of Sale.

7. If we are prevented by fire, theft or any other reason whatsoever from delivering any property to the buyer or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid therefor by the buyer and shall in no event include any compensatory, incidental or consequential damages.

In no event will the liability of Skinner to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.

8. Shipping is the responsibility of the purchaser. Upon request, our staff will provide the list of shippers who deliver to destinations within the United States and overseas. Some property that is sold at auction can be subject to laws governing export from the U.S., such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Obtaining licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute grounds for cancellation of the sale transaction or delay in payment for the total purchase price of these lots.

9. As used in these Conditions of Sale, the term “bid price” means the price at which a lot is successfully knocked down to the buyer. The term “purchase price” means the aggregate of (a) the bid price, (b) a PREMIUM retained by us and payable by the buyer (the “buyer’s premium”), EQUAL TO 28% OF THE FIRST US $50,000 OF THE BID PRICE, PLUS 14.5% OF THE AMOUNT OF THE BID PRICE ABOVE US $50,000 UP TO AND INCLUDING US $1,000,000, PLUS 21% OF THE AMOUNT OF THE BID PRICE ABOVE US $1,000,000 UP TO AND INCLUDING US $6,000,000, PLUS 14.5% OF THE AMOUNT OF THE BID PRICE ABOVE US $6,000,000, and (c) unless the buyer is exempt by law from the payment thereof, any state or local sales tax (or compensating use tax) and other applicable taxes. (Dealers, museums, and other qualifying parties may be exempt from sales tax upon submission of proper documentation.)

10. In order to bid at the sale, prospective bidders must be registered to bid and provide to Skinner any requested information or references in connection with such registration. We reserve the right to request, at any time, including after the conclusion of an auction, further information regarding the bidder or buyer, including regarding the source of funds, in order to complete bidder identification and registration procedures (including completing any anti-money laundering and/or anti-terrorism financing checks we may require) to our satisfaction. If our bidder identification and registration procedures are not satisfied, we may, in our sole discretion, decline to register any bidder or reject any bid or cancel any sale to such bidder.

Every bidder shall be deemed to act as a principal unless prior to the commencement of the sale there is a written acceptance by Skinner that the authorized bidding agent is acting on behalf of the named principal. Absent such written acceptance by Skinner, any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be jointly and severally liable with the principal under any contract resulting from the acceptance of a bid. Every bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances.

You represent and warrant that: (i) you have provided us, upon request, with correct copies of valid identification and proof of residence and, if applicable, financial and/or corporate documents; (ii) neither you, your principal (if applicable, and subject to Skinner’s prior written acceptance), nor any individual or entity with a beneficial or ownership interest in either the purchased property or in the purchase transaction is on the U.S. Department of the Treasury’s Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury nor subject to any other sanctions or embargo program or regulation in effect in the United States, European Union, England and Wales, or other applicable jurisdictions (such programs and regulations,
collectively, “Sanctions”); (ii) if you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that Skinner shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the consummation of the sale, and will make these records available for inspection upon Skinner’s request; (iv) neither the purchase transaction (including your bidding activity) nor the purchase funds are connected with nor derive from any criminal activity, and they are not designed to nor have they or shall they, violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction, or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud; and (v) property purchased by you or your principal (if applicable) hereunder is not and will not be transferred to or used in a country in contravention of any Sanctions. You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

11. Bidding on any item indicates your acceptance of these terms and all other terms published, posted, or announced at the time of sale whether bidding in person, through a representative, by phone, online by Internet, or other absentee bid. Additional information regarding online bidding is provided in the Buyer’s Guide section.

Skinner may, in our discretion, as a courtesy and free of charge, execute bids on a bidder’s behalf if so instructed by the bidder, provided that neither Skinner nor our employees or agents will be liable for any error or default in doing so or for failing to do so. Without limiting the foregoing, Skinner (including our agents and employees) shall not be responsible for any problem relating to telephone, online, or other bids submitted remotely through any means, including without limitation, any human error, telecommunications or internet fault or failure, or breakdown or problems with any devices or online platforms, including third-party online platforms, regardless of whether such issue arises with our, the bidder’s, or such third-party’s technology, equipment, or connection. By participating at auction by telephone or online, bidders expressly consent to the recording of their bidding sessions and related communications with Skinner and our employees and agents, and acknowledge their acceptance of these Conditions of Sale as well as any additional terms and conditions applicable to any such bidding platform or technology.

12. Skinner and its consignors make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. Skinner expressly reserves the right to reproduce any image of the lots sold in the catalog. The copyright in all images, illustrations and written material produced by or for Skinner relating to a lot, including the contents of the catalog, is, and shall remain at all times, the property of Skinner and/or their respective licensors and shall not be used by the purchaser, nor by anyone else, without our prior written consent.

13. These Conditions of Sale shall be governed by the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Skinner in connection with the transactions contemplated by this agreement shall be brought, in the courts of the Commonwealth of Massachusetts or any federal court sitting therein. The bidder/buyer consents to the exclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.

14. These Conditions of Sale shall bind the successors and assigns of all bidders and buyers and inure to the benefit of our successors and assigns. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by us. No act or omission of Skinner, its employees or agents, nor any failure thereof to exercise any remedy hereunder, shall operate or be deemed to operate as a waiver of Skinner’s rights under these Conditions of Sale. If any part of these Conditions of Sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

15. You accept and agree that Skinner will hold and process your personal information and may share and use it as required by law and as described in, and in line with our Privacy Policy, available online at www.bonhams.com/legals/9945/. If you desire access, update, or restriction to the use of your personal information, please email data.protection@bonhams.com.

16. ALL PROPERTY IS SOLD “AS IS.” NEITHER SKINNER NOR THE CONSIGNOR MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR CONDITION OF THE PROPERTY OR AS TO THE CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR PERIOD OF THE PROPERTY OR AS TO WHETHER THE BUYER ACQUIRES ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD OR AS TO WHETHER A WORK OF ART IS SUBJECT TO THE ARTIST’S MORAL RIGHTS OR OTHER RESIDUAL RIGHTS OF THE ARTIST. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL SKINNER BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SKINNER AND ITS CONSIGNOR TO A PURCHASER EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR A DISPUTED ITEM OF PROPERTY.
B. Conditions of Sale: Wines & Spirits

The following Conditions of Sale, as amended by any published or posted notices or verbal announcements during the sale, constitute the entire terms and conditions on which property listed in the catalog (including web-catalog) shall be offered for sale or sold by Skinner Auctions, LLC, (“Skinner”) and Lower Falls Wine Co. (“Lower Falls”) and any consignor of such property for whom Skinner and Lower Falls acts as agent. As used herein, “we”, “us” or “our” refer to Skinner and/or Lower Falls, as applicable. By participating in the sale, you agree to be bound by these terms and conditions.

1. All bidders and buyers of wine must be at least 21 years of age and shall present satisfactory, government issued identification or other adequate legal documentation of this prior to the auction. In the event the buyer is a partnership or corporate entity, the receiver of the wine shall furnish proof of the buyer’s age.

2. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum bid price agreed upon by the consignor and us below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. Our representative will execute such reserves by bidding for the consignor. In any event, and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.

3. All property is sold “AS IS,” and neither Skinner, Lower Falls, nor any consignor makes any warranties or representation or any kind or nature with respect to the property. Any statements contained in the catalog or in any advertisement, bill of sale, announcement, condition report, invoice or elsewhere as to period, culture, source, origin, media, measurements, size, quality, rarity, provenance, importance, exhibition and literature of historical relevance, merchantability, fitness for a particular purpose, or physical condition ARE QUALIFIED STATEMENTS OF OPINION AND NOT REPRESENTATIONS, WARRANTIES, OR ASSUMPTION OF LIABILITY. Neither Skinner, Lower Falls nor the consignor shall be responsible for any error or omission in the catalog description of any property. No employee or agent of Skinner or Lower Falls is authorized to make on our behalf or on that of the consignor any representation or warranty, oral or written, with respect to any property.

4. Except as provided in paragraph 2 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may also, at his or her election, withdraw the lot and reoffer the lot for sale. The auctioneer shall have sole discretion to refuse any bid, or refuse to acknowledge any bid. Please note Massachusetts state law requires all purchasers of alcoholic beverages be at least 21 years of age. Any bidder that plans on spending in excess of US $100,000 should make arrangements with the accounting department at least five (5) days in advance of the sale, as a deposit may be required to participate.

5. All payments for purchased property must be made directly to Skinner. Payment for purchased property must be remitted on the day of the auction. All purchased property must be removed from Lower Falls within 45 days of the auction, and in no event shall Skinner or Lower Falls have any liability for any damage to property left on its premises for more than 14 days after the sale. Lower Falls may impose, and the purchaser agrees to pay, a monthly storage fee per lot as determined by Lower Falls (see Collection of Wines in the Buyer’s Guide section). If any property has not been removed within 45 days from the date of sale, at the option of Skinner and Lower Falls (a) the property may be transferred to and stored at a bonded warehouse and the purchaser agrees to pay all transfer and storage expenses, and/or (b) Skinner and Lower Falls may place the property in a subsequent auction, without reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.

6. Payment for purchases must be made in US Dollars. Skinner’s preferred payment method is by wire transfer. For final purchases exceeding US $25,000, all payments must be in the form of wire transfer unless other arrangements have been approved in advance. For final purchases below US $25,000, payment may also be made in or by the following methods:

(i) Cash. Please note that the amount of cash that can be accepted from a given purchaser is limited to US $5,000 per auction sale (whether by single or multiple related payments). If the amount payable exceeds that sum, the balance must be paid by another method.

(ii) Cashier’s check, money order, or personal check with approved credit drawn on a U.S. bank. A US $25.00 processing fee will be assessed on any returned checks. Personal checks will be acceptable if from an account in the name of the buyer and if credit has been established with Skinner or if a bank authorization has been received guaranteeing a personal check. Skinner reserves the right to hold property purchased by personal check until the check has cleared Skinner’s bank.

(iii) Visa, MasterCard, American Express or Discover debit or credit card issued in the name of the purchaser or record. Only one debit or credit card may be used for payment of an account balance. This method of payment may not be available to first time purchasers.

We reserve the right to refuse to accept payment from a source other than the registered bidder or buyer of record. Once an invoice is issued, we cannot change the buyer’s name on an invoice.

7. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it is the highest successful bidder, Skinner and Lower Falls may exercise all of their rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser’s breach, (b) offering at public auction, without reserve, any lot or item for which the purchaser has breached any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale and/or (c) reveal the purchaser’s identity and contact details of the consignor.

Furthermore, we reserve the right to cancel the sale of any property if: (i) you are in breach of your representations and warranties hereunder; (ii) Skinner and Lower Falls, in our sole discretion, determine that such transaction might be unlawful or might subject Skinner or Lower Falls to the consignor to any liability to any third party; or (ii) there are any other grounds for cancellation under these Conditions of Sale.

8. If Skinner or Lower Falls is prevented by fire, theft or any other reason whatsoever from delivering any property to the buyer or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid theretofor by the buyer and shall in no event include any compensatory, incidental or consequential damages. In no event will the liability of Skinner and Lower Falls to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.

9. Lower Falls may, in their discretion and at purchaser’s request, package and arrange for delivery as directed by the purchaser. In such event, purchaser agrees that: (a) all such packaging, handling and delivery is at the sole risk of the purchaser and that Skinner and Lower Falls shall have no liability for any loss or damage to such items, and (b) purchaser shall pay in advance, all packaging expenses, including labor, materials, carriers’ fees and all insurance charges. Please arrange 72 hours in advance for collection and delivery.

Purchaser shall make itself aware of the limitations and restrictions imposed by various states in regards to the transportation and importation of alcoholic beverages and purchaser has the sole responsibility to research and comply with all permit and licensing requirements. Neither Skinner nor Lower Falls shall be responsible for obtaining any permits or licenses on behalf of purchaser and no sale shall be cancelled or refunded for lack of purchaser’s noncompliance with permitting and licensing issues. (Please see Collection of Wines in the Buyer’s Guide section.)

10. As used in these Conditions of Sale, the term “bid price” means the price at which a lot is successfully knocked down to the buyer. The term “purchase price” means the aggregate of (a) the bid price, (b) a PREMIUM retained by us and payable by the buyer (the “buyer’s premium”), EQUAL TO 25% OF THE AMOUNT OF THE BID PRICE, and (c) unless the buyer is exempt by law from the payment thereof, any state or local sales tax (or compensating use tax) and other applicable taxes.

11. In order to bid at the sale, prospective bidders must be registered to bid and provide to Skinner any requested information or references in connection with such registration. Skinner and Lower Falls reserve the right to request, at any time, including after the conclusion of an auction, further information regarding the bidder or buyer, including regarding the source of funds, in order to complete bidder identification and registration procedures (including completing any anti-money laundering and/or anti-terrorism financing checks we may require) to our satisfaction. If our bidder identification and registration procedures are not satisfied, we may, in our sole discretion, decline to register any bidder or reject any bid or cancel any sale to such bidder.

Every bidder shall be deemed to act as a principal unless prior to the commencement of the sale there is a written acceptance by us and that the authorized bidding agent is acting on behalf of the named principal. Absent such written acceptance by us, any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be jointly and severally liable with the principal under any contract.
resulting from the acceptance of a bid. Every bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances.

You represent and warrant that: (i) you have provided to us, or will provide upon request, true and correct copies of valid identification and proof of residence and, if applicable, financial and/or corporate documents; (ii) neither you, your principal (if applicable, and subject to our prior written acceptance), nor any individual or entity with a beneficial or ownership interest in either the purchased property or in the purchase transaction is on the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury nor subject to any other sanctions or embargo program or regulation in effect in the United States, European Union, England and Wales, or other applicable jurisdictions (such programs and regulations, collectively, “Sanctions”); (iii) if you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that we shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the consummation of the sale, and will make these records available for inspection upon our request; (iv) neither the purchase transaction (including your bidding activity) nor the purchase funds are connected with nor derive from any criminal activity, and they are not designed to nor have they or shall they, violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction, or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud; and (v) property purchased by you or your principal (if applicable) hereunder is not and will not be transferred to or used in a country in contravention of any Sanctions. You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

12. Bidding on any item indicates your acceptance of these terms and all other terms published within, posted, or announced at the time of sale whether bidding in person, through a representative, by phone, online by Internet, or other absentee bid. Additional information regarding bidding in online sales is provided in the Buyer’s Guide section, below.

We may, in our discretion, as a courtesy and free of charge, execute bids on a bidder’s behalf if so instructed by the bidder, provided that neither we nor our employees or agents will be liable for any error or default in doing so or for failing to do so. Without limiting the foregoing, we (including our agents and employees) shall not be responsible for any problem relating to telephone, online, or other bids submitted remotely through any means, including without limitation, any human error, telecommunications or internet fault or failure, or breakdown or problems with any devices or online platforms, including third-party online platforms, regardless of whether such issue arises with our, the bidder’s, or such third-party’s technology, equipment, or connection. By participating at auction by telephone or online, bidders expressly consent to the recording of their bidding sessions and related communications with us and our employees and agents, and acknowledge their acceptance of these Conditions of Sale as well as any additional terms and conditions applicable to any such bidding platform or technology.

13. Skinner, Lower Falls and the consignors make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. We expressly reserve the right to reproduce any image of the lots sold in the catalog. The copyright in all images, illustrations and written material produced by or for us relating to a lot, including the contents of the catalog, is, and shall remain at all times, the property of Skinner, Lower Falls and/or their respective licensors, and shall not be used by the purchaser, nor by anyone else, without our prior written consent.

14. These Conditions of Sale shall be governed by the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law). The buyer/bidder agrees that any suit for the enforcement of this agreement may be brought, and any action against Skinner or Lower Falls in connection with the transactions contemplated by this agreement shall be brought, in the courts of the Commonwealth of Massachusetts or any federal court sitting therein. The bidder/buyer consents to the exclusive jurisdiction of such courts and waives objections that it may now or hereafter have to the venue of any such suit.

15. These Conditions of Sale shall bind the successors and assigns of all bidders and buyers and inure to the benefit of our successors and assigns. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by us. No act or omission of Skinner or Lower Falls, our employees or agents, nor any failure thereof to exercise any remedy hereunder, shall operate or be deemed to operate as a waiver of our rights under these Conditions of Sale. If any part of these Conditions of Sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

16. You accept and agree that we will hold and process your personal information and may share and use it as required by law and as described in, and in line with our Privacy Policy, available online at www.bonhams.com/legals/9945/. If you desire access, update, or restriction to the use of your personal information, please email data.protection@bonhams.com.

17. ALL PROPERTY IS SOLD “AS IS.” NEITHER SKINNER, LOWER FALLS NOR THE CONSIGNOR MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR CONDITION OF THE PROPERTY OR AS TO THE CORRECTNESS OF DESCRIPTION, GENUINENESS, ATTRIBUTION, PROVENANCE OR PERIOD OF THE PROPERTY OR AS TO WHETHER THE BUYER ACQUIRES ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN LOTS SOLD OR AS TO WHETHER A WORK OF ART IS SUBJECT TO THE ARTIST’S MORAL RIGHTS OR OTHER RESIDUAL RIGHTS OF THE ARTIST. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL SKINNER OR LOWER FALLS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SKINNER, LOWER FALLS AND THE CONSIGNOR TO A PURCHASER EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR A DISPUTED ITEM OF PROPERTY.
C. Conditions of Sale: Firearms

The following Conditions of Sale, as amended by any published or posted notices or verbal announcements during the sale, constitute the entire terms and conditions on which property listed in the catalog (including web-catalog) shall be offered for sale or sold by Skinner Auctions, LLC and any consignor of such property for whom Skinner acts as agent. By participating in this sale, you agree to be bound by these terms and conditions. As used herein, “Skinner,” “we,” “us” or “our” refer to Skinner Auctions, LLC.

1. Some of the lots in this sale are offered subject to a reserve. The reserve is a confidential minimum bid price agreed upon by the consignor and Skinner, below which the lot will not be sold. In most cases, the reserve will be set below the estimated range, but in no case will it exceed the estimates listed. A representative of Skinner will execute such reserves by bidding for the consignor. In any event and whether or not a lot is subject to a reserve, the auctioneer may reject any bid or raise not commensurate with the value of such lot.

2. All property is sold “AS IS” and neither Skinner nor any consignor makes any warranties or representation of any kind or nature with respect to the property. Any statements contained in the catalog or in any advertisement, bill of sale, announcement, condition report, invoice or elsewhere as to period, culture, source, origin, media, measurements, size, quality, rarity, provenance, importance, exhibition and literature of historical relevance, merchantability, fitness for a particular purpose, or physical condition ARE NOT WARRANTIES OR REPRESENTATIONS, OR ASSUMPTION OF LIABILITY. Neither Skinner nor the consignor shall be responsible for any error or omission in the catalog description of any property. No employee or agent of Skinner is authorized to make on our behalf or on that of the consignor any representation or warranty, oral or written, with respect to any property.

Further, Skinner makes no warranties or representations whatsoever concerning any firearms or antique arms, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, as well as any express or implied warranties or representations regarding the operation, condition, reliability, safety to store or transport, or legality to purchase, own, store, transport or possess any firearms or antique arms. Use of any firearm or antique arm purchased through Skinner is entirely at the user’s risk. Skinner recommends that all firearms purchased at auction be examined by a competent gunsmith if the buyer is not qualified to undertake such examination. Skinner disclaims any liability whatsoever for accident, injury or damage resulting to any person or property from the purchase, sale, transport, storage or use of any firearm or antique arm purchased through Skinner.

3. Except as provided in paragraph 1 above, the highest bidder as determined by the auctioneer shall be the purchaser. In the case of a disputed bid, the auctioneer shall have sole discretion in determining the purchaser and may, at his or her election, withdraw the lot or re-offer the lot for sale. The auctioneer shall have sole discretion to refuse any bid, or refuse to acknowledge any bidder. Any bidder that plans on spending in excess of US $100,000 should make arrangements with the accounting department at least five (5) days in advance of the sale, as a deposit may be required to participate.

4. All property purchased must be paid for and removed from the premises of the sale on the day of the auction. Skinner may impose, and the purchaser agrees to pay, a monthly late charge of 1.5% of the purchase price of any lot or item not paid within 35 days of the date of sale. Skinner shall have no liability for any damage or loss to property left on its premises for more than seven (7) days from the date of sale. If any property has not been removed within seven (7) days from the date of sale, at the option of Skinner (a) Skinner reserves the right to charge a minimum storage fee of US $10 per lot per day, and may impose, and the purchaser agrees to pay, a monthly storage charge of 1.5% of the purchase price of any lot or portion of a lot not removed within the seven (7) days, and/or (b) Skinner may place the property in a subsequent auction, without reserve, to be sold to the highest bidder, and after deducting the standard commission and any additional charges that may apply, remit the proceeds to the purchaser.

5. Payment for purchases must be made in US Dollars. Skinner’s preferred payment method is by wire transfer. For final purchases exceeding US $25,000, all payments must be in the form of wire transfer unless other arrangements have been approved in advance. For final purchases below US $25,000, payment may also be made in or by the following methods:

   (i) Cash. Please note that the amount of cash that can be accepted from a given purchaser is limited to US $5,000 per auction sale (whether by single or multiple related payments). If the amount payable exceeds that sum, the balance must be paid by another method.

   (ii) Cashier’s check, money order, or personal check with approved credit drawn on a U.S. bank. A US $25.00 processing fee will be assessed on any returned checks. Personal checks will be acceptable if an account in the name of the buyer and if credit has been established with Skinner or if a bank authorization has been received guaranteeing a personal check. Skinner reserves the right to hold property purchased by personal check until the check has cleared Skinner’s bank.

   (iii) Visa, MasterCard, American Express or Discover debit or credit card issued in the name of the purchaser. At the option of Skinner, any person placing a bid on Skinner’s bidding account, regardless of the circumstances.

6. If the purchaser breaches any of its obligations under these Conditions of Sale, including its obligation to pay in full the purchase price of all items for which it was the highest successful bidder, Skinner may exercise all of its rights and remedies under the law including, without limitation, (a) canceling the sale and applying any payments made by the purchaser to the damages caused by the purchaser’s breach, (b) offering at public auction, without reserve, any lot or item for which the purchaser has already fulfilled any of its obligations, including its obligation to pay in full the purchase price, holding the purchaser liable for any deficiency plus all costs of sale and/or (c) reveal the buyer’s identity and contact details to the consignor.

Further, we reserve the right to cancel the sale of any property if (i) you are in breach of any representations and warranties hereunder; (ii) we, in our sole discretion, determine that such transaction might be unlawful or might subject Skinner or the consignor to any liability to any third party; or (iii) there are any other grounds for cancellation under these Conditions of Sale.

7. If we are prevented by fire, theft or any other reason whatever from delivering any property to the buyer or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid therefor by the buyer and shall in no event include any compensatory, incidental or consequential damages.

In no event will the liability of Skinner to any purchaser with respect to any item exceed the purchase price actually paid by such purchaser for such item.

8. Shipping is the responsibility of the purchaser. Upon request, our staff will provide the list of shippers who deliver to destinations within the United States and overseas. Some property that is sold at auction can be subject to laws governing export from the U.S., such as items that include material from some endangered species. Import restrictions from foreign countries are subject to these same governing laws. Obtaining licensing for import or export of goods from local authorities is the sole responsibility of the buyer. Denial or delay of licensing will not constitute grounds for cancellation of the sale transaction or delay in payment for the total purchase price of these lots.

9. As used in these Conditions of Sale, the term “bid price” means the price at which a lot is successfully knocked down to the buyer. The term “purchase price” means the aggregate of (a) the bid price, (b) a PREMIUM retained by us and payable by the buyer (the “buyer’s premium”), EQUA TO 17.5% OF THE AMOUNT OF THE BID PRICE, and (c) unless the buyer is exempt by law from the payment thereof, any state or local sales tax (or compensating use tax) and other applicable taxes.

10. In order to bid at the sale, prospective bidders must be registered to bid and provide to Skinner any requested information or references in connection with such registration. We reserve the right to request, at any time, including after the conclusion of an auction, further information regarding the bidder or buyer, including regarding the source of funds, in order to complete bidder identification and registration procedures (including completing any anti-money laundering and/or anti-terrorism financing checks we may require) to our satisfaction. If our bidder identification and registration procedures are not satisfied, we may, in our sole discretion, decline to register any bidder or reject any bid or cancel any sale to such bidder.

Every bidder shall be deemed to act as a principal unless prior to the commencement of the sale there is a written acceptance by Skinner that the authorized bidding agent is acting on behalf of the named principal. Absent such written acceptance by Skinner, any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be jointly and severally liable with the principal under any contract resulting from the acceptance of a bid. Every bidder shall be responsible for any use of its assigned paddle or bidding account, regardless of the circumstances.

You represent and warrant that: (i) you have provided to us, or will provide upon request, true and correct copies of valid identification and proof of residence and, if applicable, financial and/or corporate documents; (ii) neither you, your principal (if applicable), nor any individual or entity with a beneficial ownership interest in either the purchased property or in the purchase transaction is on the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury nor subject to any other sanctions or embargo program or regulation in effect in the United States, European Union, England and Wales, or other applicable jurisdictions (such programs US/SKINNER/MAIN/19.5.2023
Conditions of Sale - continued

and regulations, collectively, “Sanctions”); (ii) if you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that Skinner shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the consummation of the sale, and will make these records available for inspection upon Skinner’s request; (iii) neither the purchase transaction (including your bidding activity) nor the purchase funds are connected with nor derive from any criminal activity, and they are not designed to nor have they or shall they, violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction, or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud; and (iv) property purchased by you or your principal (if applicable) hereunder is not and will not be transferred to or used in a country in contravention of any Sanctions.

You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

11. Bidding on any item indicates your acceptance of these terms and all other terms published, posted, or announced at the time of bidding in person, through a representative, by phone, online by Internet, or other absentee bid. Additional information regarding bidding in online sales is provided in the Buyer’s Guide section, below.

Skinner may, in our discretion, as a courtesy and free of charge, execute bids on a bidder’s behalf if so instructed by the bidder, provided that neither Skinner nor our employees or agents will be liable for any error or default in doing so or for failing to do so. Without limiting the foregoing, Skinner (including our agents and employees) shall not be responsible for any problem relating to telephone, online, or other bids submitted remotely through any means, including without limitation, any human error, telecommunications or internet fault or failure, or breakdown or problems with any devices or online platforms, including third-party online platforms, regardless of whether such issue arises with or, the bidder’s, or such third-party’s technology, equipment, or connection. By participating at auction by telephone or online, bidders expressly consent to the recording of their bidding sessions and related communications with Skinner and are responsible for checking all regulatory authorities and our employees and agents, and acknowledge their acceptance of the Conditions of Sale as well as any additional terms and conditions applicable to any such bidding platform or technology.

12. Skinner and its consignors make no warranty or representation, express or implied, that the purchaser will not possess a valid Federal Firearms License, you must arrange for the transfer of the firearm from Skinner to a dealer in Massachusetts holding a Federal Firearms Dealer License of your choice who will then conduct the necessary background check and document the transfer in accordance with Massachusetts law. Any such fees charged by a dealer are solely the responsibility of the buyer.

20. If you live in a state other than Massachusetts, you must arrange for the shipment of firearms lots classified as “Curio/Relic,” “Modern firearm,” or “Modern handgun” to a dealer in your state holding a Federal Firearms Dealer License who will then transfer the firearm to you. A holder of a valid Federal Firearms Dealer License who lives in another state is permitted to pick up firearms lots designated as “Curio/Relic,” “Modern firearm,” or “Modern handgun.” A holder of a valid Federal Firearms Collector of Curios & Relics License who lives in another state is permitted to pick up firearm lots designated as “Curio/Relic” at Skinner’s Marlborough office. Some states have restrictions on transfers to Federal Firearms Collector of Curios & Relics license holders. It is the buyer’s responsibility to be familiar with all applicable laws and regulations. To purchase with a Federal Firearms Collector of Curios & Relics License, the firearm must be listed as acceptable on the ATF list for collectors of curios, accessible at: https://www.atf.gov/file/128116/download and https://www.atf.gov/file/2025/download. Buyers are responsible for checking all regulatory authorities regarding any applicable restrictions and/or license/permit requirements before shipping any lot.

21. Pickup of purchased lots is by appointment only. Appointments can be arranged by visiting https://skinner.appoint.com/.
D. Buyer’s Guide

Online Bidder Registration
We offer live online bidding for most auctions and accept absentee bids online for all our auctions.

In order to bid online in a sale, you must be 18 years old or over except that all bidders of wine must be at least 21 years and you must register to bid via MyBonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Online Bidding Registration for Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact the Skinner Client Services Department for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to the Client Services Department; (ii) to provide such information as we require to enable us to complete bidder identification and registration procedures (including completing any anti-money laundering and/or anti-terrorism financing checks) on that third party; and (iii) that where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid (whether or not you have disclosed that fact or the identity of the principal). Where you are the successful bidder for any lot with a hammer price equal to or in excess of US $10,000, and if you have not provided such documents previously, you will be required to upload or provide to the Client Services Department your government issued photo ID and if not on the ID proof of your address before the purchased lot can be released to you. Notwithstanding the foregoing, we reserve the right to request ID documentation from any bidder or buyer and to refuse to release any purchased lot until such documentation is provided.

Online Bidding Registration for Companies or Other Legal Entities: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the entity. You must provide a credit card for verification either in your name or the name of the entity but payment must be made from an account in the entity’s name. If your credit card fails verification, you will not be permitted to bid and should contact the Client Services Department for assistance. We may, in addition, require a bank reference or deposit prior to letting you bid. For all successful bids, we require the entity’s certificate of formation/incorporation or equivalent documentation confirming the entity’s name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bid Increments
Skinner generally uses the following increment multiples as bidding progresses:

- $50-200…………………..by $10s
- $200-500…………………by $20/50/80s
- $500-1,000……………….by $50s
- $1,000-2,000…………….by $100s
- $2,000-5,000………………by $200/500/800s
- $5,000-10,000…………..by $500s
- $10,000-20,000…………..by $1,000s
- $20,000-50,000…………by $2,000/5,000/8,000s
- $50,000-100,000…………by $5,000s
- $100,000-200,000………by $10,000s
- above $200,000……………at auctioneer’s discretion

The auctioneer may split or reject any bid at any time at his or her discretion as outlined in the Conditions of Sale.

Currency Converter
Solely for the convenience of bidders, a currency converter may be provided at Skinner auctions. The rates quoted for conversion of other currencies to U.S. Dollars are indications only and should not be relied upon by a bidder, and neither Skinner nor its agents shall be responsible for any errors or omissions in the operation or accuracy of the currency converter.

COLLECTION OF WINE

Your Lots
Lower Falls Wine Co. will release your goods to you as quickly as possible. The inherent nature of fine wine and spirits requires due care be taken in storage and transport. We request your partnership in making sure no harm arises during storage, collection or transportation. Bottles that are old or unusually shaped need to be collected in person. Skinner and Lower Falls Wine has the right to use discretion when the circumstance arises.

Pick-up
Collection is available by prior arrangement only at:

Lower Falls Wine Co.
2366 Washington Street Newton
Lower Falls, MA 02462

Please schedule your pick up with Lower Falls Wine Co. using the automated scheduler (included with your payment confirmation) a minimum of 3 business days in advance after payment has been received by Skinner. Full payment of all applicable charges must be received prior to release of any goods. Goods will only be released to those over twenty-one years of age. Valid government issued proof of age will be required.

Local Delivery
Lower Falls Wine Co. will deliver inside Route 495 for a fee. Deliveries are made Monday through Friday during normal business hours. All fees associated with delivery must be paid in advance. Lower Falls Wine Co. reserves the right to (re)package items if deemed necessary for a nominal fee. Goods will only be delivered to, and must be signed for by, someone over 21 years of age.

Transportation
All bidders should make themselves aware of the restrictions imposed by individual states and countries with regard to the importation of alcoholic beverages prior to participation in any auction to ensure compliance with local and federal statutes. Buyers are responsible for researching, understanding, and complying with all permit or license requirements before the collection and transport of purchases. For non-local delivery it is the buyer’s sole responsibility to contract a third-party for collection and delivery service and ensure the third party is correctly licensed to transport alcohol.

For any third-party collections, an Authorized Release Form must be signed and submitted to Lower Falls Wine Co. prior to pick-up.

Storage
All merchandise purchased must be paid for and removed from Lower Falls Wine's premises within thirty days of the auction. Lower Falls Wine Co. may impose a monthly interest charges of 1.5% of the purchase price of any item not removed within thirty days of the date of sale.

When using a shipping company or someone other than the invoiced party to collect your purchases, the release form needs to be completed. Lots will not be released to anyone other than the invoiced or authorized party. Wine and spirits will only be released to those over 21 years of age. Valid government issued proof of age will be required.

Please keep in mind payment must be made to Skinner Auctions, LLC. once the auction has closed, and collection/ delivery arrangements can only be made after payment has been processed by Skinner via the auction scheduler for pick up (included with your payment confirmation), or at staff@lowerfallswine.com for delivery. We request a minimum of three (3) business days before collection. For questions please contact staff@lowerfallswine.com or finewines@skinnerinc.com. Any applicable fees to Lower Falls Wine Co. or the designated third party shipping company must be paid prior to the release of goods.