

IMPORTANT INFORMATION

REGISTRATION

If you wish to bid at this auction you will need to register online and provide two forms of identification;

- 1: Photographic identification – either a current passport or photographic driving licence
- 2: Proof of address – either a utility bill or official document showing your name and address

Please visit www.alastairgibsonauctions.com and complete the online registration form.

Identification can be provided to us in person or by email to info@alastairgibsonauctions.com

Please note: registering through thesaleroom.com does not automatically register you to bid with us.

You may be asked to pay a deposit and any deposit must be paid by bank transfer prior to the sale. Alastair Gibson Auctions must have cleared funds no later than 12 noon on the day before the sale. If you are not successful you will be refunded without interest within seven working days. Please note that refunds of payments made from non UK bank accounts may be subject to currency fluctuations.

Bank transfers should be sent to: Lloyds Bank, Week Street, Maidstone

Account name: Gibson Auctioneers

Sort Code: 30-95-37

Account: 73642760

BIC: LOYDGB21121

IBAN: GB68 LOYD 3095 3773 6427 60

Once registration is complete you will be provided with a paddle number.

CONDITION OF LOTS

Condition reports are available on request prior to the sale. Please note that the condition of lots is not stated in the catalogue descriptions. The absence of condition reports in the catalogue does not imply that the lot is free from imperfections or faults. All measurements given in the catalogue should be regarded as approximate.

LOT SYMBOLS

Lots marked with a dagger (†) are subject to VAT on the hammer price. Lots marked with an omega (Ω) have been temporarily imported from outside the UK and are subject to VAT at 5% on the hammer price and the buyers premium.

ENDANGERED SPECIES REGULATIONS

Lots marked λ will be subject to strict CITES regulations when being exported. Buyers should satisfy themselves prior to bidding that they are able to comply with these regulations before submitting any bids. For further information please visit <https://www.gov.uk/guidance/cites-imports-and-exports>

LIVE ONLINE BIDDING

Live online bidding is available via various online platforms. Additional commission on the hammer price will be payable for use of these live auction facilities. This charge will be added to your invoice automatically.

TELEPHONE BIDDING

If you wish to bid by telephone please register online at www.alastairgibsonauctions.com before 12 noon on the day before the sale. Registrations for telephone bidding may not be accepted after this time.

COMMISSION BIDDING

If you are unable to bid online or by telephone you can leave a commission bid. This will be executed on your behalf by the auctioneer who will purchase the lot as cheaply as possible taking into account any reserve price and other bids. If you wish to leave a commission bid please register online at www.alastairgibsonauctions.com before 12 noon on the day before the sale. Commission bid requests may not be accepted after this time.

PREMIUM LOTS

Bids on premium lots can be made by telephone bidding or commission bidding

In order to bid on premium lots, you will be required to complete a premium lot registration form and pay a deposit which must be made by bank transfer. This form must be completed and the deposit received before 12 noon the day before the auction.

BUYERS PREMIUM

The buyer shall pay the hammer price together with a premium of 25% plus VAT @ 20% (totalling 30% inclusive) on the first £500,000 and 12% plus VAT @ 20% (14.4% inclusive) thereafter.

PAYMENT AND CLEARANCE

Payment is due immediately after the auction and must be paid in pounds sterling.

Payments can be made by bank transfer or cash. We are unable to accept card payments.

Please note we can only accept cash payments up to a sterling equivalent of 10,000 euros and upon receipt of photographic identification and proof of address.

We cannot accept cash payments without proof of identification

Funds must be cleared in full before purchases can be released.

Bank transfers should be sent to:

Lloyds Bank, Week Street, Maidstone

Account name: Gibson Auctioneers Sort Code: 30-95-37

Account: 73642760

BIC: LOYDGB21121

IBAN: GB68 LOYD 3095 3773 6427 60

PACKING, COLLECTION AND SHIPPING OF LOTS

Please be aware that all lots are removed from the auction venue immediately after the sale by our nominated shipper.

Full information regarding collection and shipping will be provided with your purchase invoice.

We reserve the right to add storage charges to all lots not collected or shipped within 30 calendar days of the sale. This will include a handling fee of £25 (plus vat) per invoice and a storage charge of £5 (plus vat) per lot per day. No goods will be released until these charges have been paid.

EXPORTING YOUR PROPERTY FROM THE UK

If you intend to export your property, import taxes, customs duties and other fees may apply at the country of destination. It is your responsibility to ensure that your shipment can be lawfully imported to the destination country. All fees relating to this are the responsibility of the buyer.

In order to qualify for a VAT refund, your lots must be exported by a shipping agent and valid export documentation must be provided prior to the VAT refund being applied.

Please note that due to the withdrawal of the Retail Export Scheme by HMRC, we are unable to provide VAT refund documentation (C88) for hand-carried exports.

SOCIETY OF FINE ART AUCTIONEERS AND VALUERS and the ROYAL INSTITUTION OF CHARTERED SURVEYORS

CONDITIONS OF BUSINESS

INFORMATION FOR BUYERS

1. Introduction. The following informative notes are intended to assist Buyers, particularly those inexperienced or new to our salerooms. All sales are conducted on our printed Conditions of Sale which are readily available for inspection and normally accompany catalogues. Our staff will be happy to help you if there is anything you do not fully understand.

2. Agency. As auctioneers we usually contract as agents for the seller whose identity, for reasons of confidentiality, is not normally disclosed. Accordingly if you buy your primary contract is with the seller.

3. Estimates. Estimates are designed to help buyers gauge what sort of sum might be involved for the purchase of a particular lot. The lower estimate may represent the reserve price and certainly will not be below it. Estimates do not include the Buyer's Premium or VAT (where chargeable). Estimates are prepared some time before the sale and may be altered by announcement before the sale. They are in no sense definitive.

4. The purchase price. The Buyer shall pay the hammer price together with a premium thereon of 25% plus VAT @20% (totalling 30% inclusive) on the first £500,000 and 12% plus VAT @20% (14.4%) inclusive thereafter.

5. VAT. (†) indicates that VAT at the current standard rate is payable by the purchaser on the hammer price as well as being an element in the buyer's premium. This imposition of VAT is likely to be because the seller is registered for VAT within the European Union and is not operating the Dealers Margin Scheme or because VAT is due at 20% on importation into the UK. The symbol (Ω) indicates that the lot has been imported from outside the European Union and the present position is that these lots are liable to a reduced rate of VAT (5%) on the gross lot price (i.e. both the hammer price and the buyer's premium). Lots which appear without either of the above symbols indicate that no VAT is payable on the hammer price. This is because such lots are sold using the Auctioneers' Margin Scheme and it should be noted that the VAT included within the Premium is not recoverable as input tax. (As at 31st December 2020. Please refer to SOFAA website for updates to the Terms and Conditions).

6. We are, primarily, agents for the seller. We are dependent on information provided by the seller and whilst we may inspect lots and act reasonably in taking a general view about them we are normally unable to carry out a detailed or any examination of lots in order to ascertain their condition in the way in which it would be wise for a buyer to do. Intending buyers have ample opportunity for inspection of goods and, therefore, accept responsibility for inspecting and investigating lots in which they may be interested. Please note carefully the exclusion of liability for the condition of lots contained in the Conditions of Sale. Neither the seller nor we, as the auctioneers, accept any responsibility for their condition. In particular,

mechanical objects of any age are not guaranteed to be in working order. However, in so far as we have examined the goods and make a representation about their condition, we shall be liable for any defect which that examination ought to have revealed to the auctioneer but which would not have been revealed to the buyer had the buyer examined the goods. misdescribed because they are 'deliberate forgeries' may be returned and repayment made. There is a 3 week time limit. (The expression 'deliberate forgery' is defined in our Conditions of Sale).

7. Electrical goods. These are sold as 'antiques' only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first.

8. Export of goods. Buyers intending to export goods should ascertain (a) whether an export licence is required for the goods to leave the U.K. and (b) whether there is any specific prohibition on importing the goods in question into the destination country because, e.g. they may contain prohibited materials such as ivory. Charges may be applicable for export licences. Ask us if you need help. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment.

9. Bidding. Bidders will be required to register before the sale commences and lots will be invoiced to the name and address on the registration form. Some form of identification will be required if you are unknown to us. Please enquire in advance about our arrangements for telephone bidding.

10. Commission bidding. Commission bids may be left with the auctioneers indicating the maximum amount to be bid excluding buyers' premium. They will be executed as cheaply as possible having regard to the reserve (if any) and competing bids. If two buyers submit identical commission bids the auctioneers may prefer the first bid received. Please enquire in advance about our arrangements for the leaving of commission bids by telephone or fax.

11. Methods of Payment. As a general rule any cheques tendered will need to be cleared before removal of the goods is permitted. Please discuss with our Office in advance of the sale if other methods of payment are envisaged (except cash).

12. Collection and storage. Please note what the Conditions of Sale state about collection and storage. It is important that goods are paid for and collected promptly. Any delay may involve the buyer in paying storage charges.

TERMS OF CONSIGNMENT FOR SELLERS

1. Interpretation. In these Terms the words 'you', 'yours', etc. refer to the Seller and if the consignment of goods to us is made by an agent we assume that the Seller has authorised the consignment and that the consignor has the Seller's authority to contract. Similarly the words 'we', 'us', etc. refer to the Auctioneers.

2. Commission is charged to sellers at the following rates:

15% + VAT on each lot sold for up to £999, 10% + VAT on each lot realising £1,000 and above.

3. Removal costs. Items for sale must be consigned to the sale room by any stated deadline and at your expense. We may be able to assist you with this process but any liability incurred to a carrier for haulage charges is solely your responsibility.

4. Loss and damage waiver. We are not regulated by the FSA for the provision of insurance to clients. However, we for our own protection assume liability for property consigned to us at lower pre-sale estimate. To justify accepting liability, we make a charge of 1.5% of the hammer price plus VAT or, if unsold, our mid estimate of the hammer price. If the owner of goods consigned instructs us in writing not to take such action, they then remain at owner's risk unless and until the property in them passes to the Buyer or they are collected by or on behalf of the owner, and clause 4 is inapplicable.

5. Illustrations. The cost of any illustrations is borne by you. If we consider that the lot should be illustrated your permission will usually be asked first. The copyright in respect of such illustrations shall be the property of us, the auctioneers, as is the text of the catalogue.

6. Minimum bids and our discretion. Goods may be offered subject to a reserve agreed between us before the sale in accordance with clause 7.

7. We may sell lots below the reserve provided we account to you for the same sale proceeds as you would have received had the reserve been the hammer price. If you specifically give us 'discretion' we may accept a bid of up to 10% below the formal reserve.

Reserves.

(a) You are entitled to place prior to the auction a reserve on any lot consigned, being the minimum

hammer price at which that lot may be sold. Reserves must be reasonable and we may decline to offer goods which in our opinion would be subject to an unreasonably high reserve (in which case goods carry the storage and insurance charges stipulated in these Terms of Consignment).

(b) A reserve once set cannot be changed except with our consent.

(c) Where a reserve has been placed only we may bid on your behalf and only up to the reserve (if any) and you may in no circumstances bid personally.

8. Electrical items. These are subject to detailed statutory safety controls. Where such items are accepted for sale you accept responsibility for the cost of testing by external contractors. Goods not certified as safe by an electrician (unless antiques) will not be accepted for sale. They must be removed at your expense on your being notified. We reserve the right to dispose of unsafe goods as refuse, at your expense.

9. Soft furnishings. The sale of soft furnishings is strictly regulated by statute law in the interests of fire safety. Goods found to infringe safety regulations will not be offered and must be removed at your expense. We reserve the right to dispose of unsafe goods as refuse, at your expense. The rights of disposal referred to in clause 8 and 9 are subject to the provisions of The Torts (Interference with Goods) Act 1977, Schedule 1, a copy of which is available for inspection on request.

10. Descriptions. Please assist us with accurate information as to the provenance etc. of goods where this is relevant. There is strict liability for the accuracy of descriptions under modern consumer legislation and in some circumstances responsibility lies with sellers if inaccuracies occur. We will assume that you have approved the catalogue description of your lots unless informed to the contrary. Where we are obliged to return the price to the buyer when the lot is a deliberate forgery under Condition 15 of the Conditions of Sale and we have accounted to you for the proceeds of sale you agree to reimburse us the sale proceeds. The liability to reimburse the sale proceeds shall not arise where you are acting reasonably and honestly and are unaware of the forgery but we are or ought to have been aware of it.

11. Unsold and withdrawn items. If an item is unsold it may with your consent be re-offered at a future sale. Where in our opinion an item is unsaleable you must collect such items from the saleroom promptly on being so informed. Otherwise, storage charges may be incurred. We reserve the right to charge for storage in these circumstances at a reasonable daily rate.

12. Withdrawn and bought in items. These are liable to incur a charge of up to 10% plus VAT of the reserve or low estimate on being bought in or withdrawn after being catalogued.

13. Conditions of Sale. You agree that all goods will be sold on our Conditions of Sale. In particular you undertake that you have the right to sell the goods either as owner or agent for the owner. You undertake to compensate us and any buyer or third party for all losses liabilities and expenses incurred in respect of and as a result of any breach of this undertaking.

14. Authority to deduct commission and expenses and retain premium and interest.

(a) You authorise us to deduct commission at the stated rate and all expenses incurred for your account from the hammer price and consent to our right to retain beneficially the premium paid by the buyer in accordance with our Conditions of Sale and any interest earned on the sale proceeds until the date of settlement.

(b) You authorise us in our discretion to negotiate a sale by private treaty not later than the close of business on the day of the sale in the case of lots unsold at auction, in which case the same charges will be payable as if such lots had been sold at auction and so far as appropriate these terms apply.

15. Warehousing. We disclaim all liability for goods delivered to our saleroom without sufficient sale instructions and reserve the right to make minimum warehousing charge of £2 per lot per day. Unsold lots are subject to the same charges if you do not remove them within a reasonable time of notification. If not removed within three weeks we reserve the right to sell them and defray charges from any net proceeds of sale or at your expense to consign them to the local authority for disposal.

16. Settlement. Subject to our normal trading conditions, payment will be made by BACS or cheque five weeks after the sale unless the buyer has not paid for the goods. In this case no settlement will then be made but we will take your instructions in the light of our Conditions of Sale. You authorise any sums owed by you to us on other transactions to be deducted from the sale proceeds. You must note the liability to reimburse the proceeds of sale to us as under the circumstances provided for in Condition 10 above. You should therefore bear this potential liability in mind before parting with the proceeds of sale until the expiry of 28 days from the date of sale.

拍賣須知

登記競投

由於“洗錢條例”的實施,買家需登記及提供兩種形式的身份證明以參與競拍:

1:照片身份證明——當前護照或照片駕駛執照

2:地址證明——水電賬單或具有您姓名和住址的官方文件

同時您也可以在線下參觀拍賣預展期間親自報名,也可以致電+44(0)7831 645468或發送電子郵件至

info@alastairgibsonauctions.com與辦事處聯系。

登記時 您需要出示您的身份證明,護照您也可以將文件的副本通過電子郵件發送到辦公室。

請注意:通過thesalroom.com註冊或通過我們的網站不會自動註冊您在本場拍賣的競買資格。

您可能被要求支付競買保證金,任何保證金必須在出售前通過借記卡/信用卡或銀行轉賬支付。Alastair Gibson拍賣公司(Alastair Gibson Auctions)將於7月5日中午12點前清算資金。如果您沒有成功出價購買到拍品,我方將於7個工作日內將保證金原數退還給您。請注意,從非英國銀行賬戶付款的退款可能受貨幣波動的影響。在線競拍者可能需要支付5000英鎊的保證金,該款項允許在 線競拍者於本次拍賣總計競拍至5萬英鎊。

任何匯款應轉賬到以下銀行賬戶:

銀行地址:Lloyds Bank, Week Street, Maidstone

賬戶名Account name : Gibson Auctioneers Sort Code:30-95-37

賬戶Account: 73642760

BIC: LOYDGB21121

IBAN: GB68 LOYD 3095 3773 6427 60

在您註冊完成後您將授予競投號牌

拍品情況報告

請注意,拍品目錄中不包括拍品狀態報告。在競拍前,買家可自行請求獲取並瀏覽拍品狀態報告。拍品目錄中沒有包括狀態報告並不意味著拍品在真偽、品質或權利當面沒有缺陷。目錄中給出的所有測量都應視為近似。

瀕危物種的規定

請注意,如果需要從英國出口本次拍賣中的部分拍品,部分 批次在出口時將涉及《瀕危野生動植物種國際貿易公約》(CITES)的嚴格規定。如果可以實施,買家應在投標前確定自己能夠遵守這些規定,然後提交投標。欲了解更多信息,請訪問

<https://www.gov.uk/guidance/cites-imports-and-exports>

現場競拍

如果您想要於現場競拍,您需要從我方獲得一個競買號牌。競買號牌可以在參觀線下預展期間或在拍賣當天從辦公室獲得。

電話競拍

如果您希望通過電話競拍,請於7月5日中午12點之前通過電郵聯繫我們: info@alastairgibsonauctions.com,此後的,電話投標將不予接受。

委托競拍

如果您不能參加拍賣會,您可以留下一個傭金委托授權代理人參加拍賣活動代為競買。以您的名義,拍賣官將考慮到保留價和其他報價,並以盡可能低的價格競買該批拍品。

在線直播競拍

在線競拍可以通過thesalroom.com網站和51bidlive.com進行,額外的4.95%的傭金加上增值稅(共5.94%)的落槌價應支付給使用現場拍賣設施的Saleroom(ATG媒體)。這筆費用將自動添加到您的發票上。

買家酬金

買方應支付落槌價以及酬金。落槌價為五十萬英鎊以下時,費率為落槌價的25%,加上20%的增值稅(共30%)。落槌價為五十萬英鎊以上,前五十萬英鎊的費率不變,之後的價格為12%加上20%的增值稅(共14.4%)作為酬金。

拍品符號

標有匕首符號(+)的拍品需繳納增值稅。標有歐米加符號(=)的拍品臨時進口於英國以外地區,需額外支付按成交價和賣家酬金的5%繳納增值稅。

銷售結果

這些將在出售後不久張貼在我們的網站上。

拍品交付

成功競拍後需即刻以英鎊付款。資金須於我方將拍品交與您或您指定的托運人前結清。

付款方式接受現金、借記卡/信用卡或銀行轉賬。

請注意,我方只能接受最高等同於10000歐元的英鎊現金。若持卡人不在場,我方不能接受超過1000英鎊的信用卡付款。

任何匯款應轉賬到以下銀行賬戶:

Lloyds Bank, Week Street, Maidstone

Account name : Gibson Auctioneers

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包裝和運輸

Alastair Gibson拍賣行可以提供全球航運報價與指定托運公司。

請注意,我方不承擔運輸過程中任何損壞或丟失的費用。

如果拍品在銷售後三十天未被收集,我方保留收取對於每件拍品相關儲存費用的權利。這將包括每張發票25英鎊(加增值稅)的手續費和每天每件拍品5英鎊(加增值稅)的倉儲費。在支付這些費用之前,拍品不會被放行。

從英國出口您的拍品

如果您打算從英國出口您的拍品,您也許需要支付目的地國家相關進口稅,關稅和其他費用。您有責任確保您的貨物可以合法地進口到目的地國家。與此相關的所有費用均由買方負責。

請注意,由於英國稅務海關總署撤銷零售出口計劃,我方無法提供手提出口的增值稅退稅文件(C88)。為了符合退稅條件,您的拍品必須由托運公司出口,並須提供有效的出口文件。

部分拍品在出口時可能受《瀕危野生動植物種國際貿易公約》規定的約束,關於《瀕危野生動植物種國際貿易公約》的詳情請見:<https://www.gov.uk/guidance/cites-imports-and-exports>

**注: 本須知如有任何詮釋上的問題,一概以英文版本為準。

CONDITIONS OF SALE

Alastair Gibson Auctions carries on business with bidders, buyers and all those present in the auction room prior to or in connection with a sale on the following General Conditions and on such other terms, conditions and notices as may be referred to herein.

1. DEFINITIONS

In these Conditions:

- (a) 'auctioneer' means Alastair Gibson Auctions or its authorised auctioneer, as appropriate;
- (b) 'deliberate forgery' means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source but which is unequivocally described in the catalogue as being the work of a particular creator and which at the date of the sale had a value materially less than it would have had if it had been in accordance with the description;
- (c) 'hammer price' means the level of bidding reached (at or above any reserve) when the auctioneer brings down the hammer;
- (d) 'terms of consignment' means the stipulated terms and rates of commission on which Alastair Gibson Auctions accepts instructions from sellers or their agents;
- (e) 'total amount due' means the hammer price in respect of the lot sold together with any premium, Value Added Tax chargeable and any additional charges payable by a defaulting buyer under these Conditions;
- (f) 'sale proceeds' means the net amount due to the seller, being the hammer price of the lot sold less commission at the stated rate, Value Added Tax chargeable and any other amounts due to us by the seller in whatever capacity and however arising.
- (g) 'You', 'Your', etc. refer to the buyer as identified in Condition 2.
- (h) The singular includes the plural and vice versa as appropriate.

2. BIDDING PROCEDURES AND THE BUYER

- (a) Bidders are required to register their particulars before bidding and to satisfy any security arrangements before entering the auction room to view or bid;
- (b) the maker of the highest bid accepted by the auctioneer conducting the sale shall be the buyer at the hammer price and any dispute about a bid shall be settled at the auctioneer's absolute discretion by reoffering the Lot during the course of the auction or otherwise. The auctioneer shall act reasonably in exercising this discretion.
- (c) Bidders shall be deemed to act as principals.
- (d) Our right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

3. INCREMENTS

Bidding increments shall be at the auctioneer's sole discretion.

4. THE PURCHASE PRICE

The Buyer shall pay the hammer price together with a premium thereon of 25% plus VAT @20% (totalling 30% inclusive) on the first £500,000 and 12% plus VAT @20% (14.4%) inclusive thereafter.

5. VALUE ADDED TAX

Value Added Tax on the hammer price is imposed by law on all items affixed with a † or Ω. Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by buyers of relevant lots. (Please refer to 'Information for Buyers' for a brief explanation of the VAT position).

6. PAYMENT

(a) Immediately a lot is sold you will:

(i) give to us, if requested, proof of identity, and

(ii) pay to us the total amount due in pounds sterling

(b) Any payments by you to us may be applied by us towards any sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied.

(c) In line with new legislation we reserve the right to investigate and identify the source of any funds received by us. The completion of the sale of a Lot will be postponed or cancelled at our discretion if further time is needed for investigation, or if you are in breach of your warranties as a buyer, or if we consider the sale to be unlawful or in any way cause liabilities or be detrimental to either Alastair Gibson Auctions or the Seller.

7. TITLE AND COLLECTION OF PURCHASES

(a) The ownership of any Lots purchased shall not pass to you until you have made payment in full to us of the total amount due.

(b) You shall at your own risk and expense collect any lots that you have purchased and paid for from our premises not later than 3 working days following the day of the auction or upon the clearance of any cheque used for payment (if later) after which you shall be responsible for any collection, storage and insurance charges.

(c) No purchase may be collected and we shall not release any lot to you or your agent until it has been paid for.

8. REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES

(a) If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the seller and on our own behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

(i.) to proceed against you for damages for breach of contract;

(ii.) to rescind the sale of that lot and/or any other lots sold by us to you;

(iii.) to resell the lot (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the seller;

(iv.) to remove, store and insure the lot at your expense and, in the case of storage, either at our premises or elsewhere;

(v.) to charge interest at a rate not exceeding 1.5% per month on the total amount due to the extent it remains unpaid for more than 3 working days after the sale;

(vi.) to retain that or any other lot sold to you until you pay the total amount due;

(vii.) to reject or ignore bids from you or your agent at future auctions or to impose conditions before any such bids shall be accepted;

(viii) to apply any proceeds of sale of other Lots due or in future becoming due to you towards the settlement of the total amount due and to exercise a lien (that is a right to retain possession of any of your property in our possession for any purpose until the debt due is satisfied).

(b) We shall, as agent for the seller and on our own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions

9. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation and security arrangements. Accordingly neither the auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our

negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.

10. COMMISSION BIDS

Whilst prospective buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition, we will if so instructed clearly and in writing execute bids on their behalf. Neither the auctioneer nor our employees or agents shall be responsible for any failure to do so save where such failure is unreasonable. Where two or more commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made.

11. WARRANTY OF TITLE AND AVAILABILITY

The seller warrants to the auctioneer and you that the seller is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and is able to transfer good and marketable title to the property free from any third party claims.

12. AGENCY

The auctioneer normally acts as agent only and disclaims any responsibility for default by sellers or buyers.

13. TERMS OF SALE

The seller acknowledges that lots are sold subject to the stipulations of these Conditions in their entirety and on the Terms of Consignment as notified to the consignor at the time of the entry of the lot.

14. DESCRIPTIONS AND CONDITION

(a) Whilst we seek to describe lots accurately, it may be impractical for us to carry out exhaustive due diligence on each lot. Prospective buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any

description applied to a lot. Prospective buyers also bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the auctioneer nor our employees or agents nor the seller accept liability for the correctness of such opinions and all conditions and warranties, whether relating to description, condition or quality of lots, express, implied or statutory, are hereby excluded. This Condition is subject to the next following Condition concerning deliberate forgeries and applies save as provided for in paragraph 6 'information to buyers'.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction for purposes of consumer legislation.

15. FORGERIES

Notwithstanding the preceding Condition, any lot which proves to be a deliberate forgery (as defined) may be returned to us by you within 21 days of the auction provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If we are satisfied from the evidence presented that the lot is a deliberate forgery we shall refund the money paid by you for the lot including any buyer's premium provided that (1) if the catalogue description reflected the accepted view of scholars and experts as at the date of sale or (2) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition. The right of return provided by this Condition is additional to any right or remedy provided by law or by these Conditions of Sale.

GENERAL

16. We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

17. (a) Any right to compensation for losses liabilities and expenses incurred in respect of and as a result of any breach of these Conditions and any exclusions provided by them shall be available to the seller and/or the auctioneer as appropriate.

(b) Such rights and exclusions shall extend to and be deemed to be for the benefit of employees and agents of the seller and/or the auctioneer who may themselves enforce them.

18. Any notice to any buyer, seller, bidder or viewer may be given by first class mail or Swiftmail in which case it shall be deemed to have been received by the addressee 48 hours after posting.

19. Special terms may be used in catalogue descriptions of particular classes of items in which case the descriptions must be interpreted in accordance with any glossary appearing in the catalogue.

20. Any indulgence extended to bidders buyers or sellers by us notwithstanding the strict terms of these Conditions or of the Terms of Consignment shall affect the position at the relevant time only and in respect of that particular concession only; in all other respects these Conditions shall be construed as having full force and effect.

21. English law applies to the interpretation of these Conditions.

22. Prior written consent must be sought by the buyer or any other party for the use of any images, illustrations and written materials produced by or for Alastair Gibson Auctions relating to a lot or sale, including the contents of a catalogue. Copyright for any of the aforementioned will remain the property of Alastair Gibson Auctions, subject to the provisions of the Copyright, Designs and Patents Act 1988.

Alastair Gibson Auctions and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights to it.

PAINTINGS, DRAWINGS, LITHOGRAPHS, ENGRAVINGS AND PRINTS

In accordance with long standing practice in Fine Art Sale Rooms certain terms used in descriptions in the Catalogue have the meanings ascribed to them in the glossary below.

Glossary

Any statement as to authorship, attribution, origin, date, age, provenance and condition is a statement of opinion and is not to be taken as a statement of fact. The Company reserves the right, in forming their opinion, to consult and rely upon any expert or authority considered by them to be reliable.

(a) Edward Lear: In our opinion a work by the artist. (When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named.

(b) Attributed to Edward Lear: In our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

(c) Studio of Edward Lear: In our opinion a work by an unknown hand in the studio of the artist which may be or may not have been executed under the artist's direction.

(d) Circle of Edward Lear: In our opinion a work by an as yet unidentified but distinct hand, closely associated with the named artist but not necessarily his pupil.

(e) Style of ...; Follower of Edward Lear: In our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil.

(f) Manner of Edward Lear: In our opinion a work in the style of the artist and of a later date.

(g) After Edward Lear: In our opinion a copy of a known work of the artist.

(h) The term signed and/or dated and/or inscribed means that in our opinion the signature and/or date and/or inscription are from the hand of the artist.

(i) The term bears a signature and/or date and/or inscription means that in our opinion the signature and/or date and/or inscription have been added by another hand.

(j) Dimensions are given height before width.

(k) Pictures are framed unless otherwise stated.

BOOKS AUCTIONS

If, on collation, any named item in this catalogue proves defective in text or illustration, the lot may be returned within 14 days of the sale with the defects stated in writing. This proviso shall not apply to defects stated in the catalogue or announced at the time of sale; nor to the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of text or illustration; nor to drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals; nor to books not identified by title; nor to books sold not subject to return.

ARTIST'S RESALE RIGHT / DROIT DE SUITE

Droit de Suite is a royalty payable to a qualifying artist or the artist's heirs each time a work is resold during the artist's lifetime and up to a period of 70 years after the artist's death. Royalties are calculated on a sliding percentage scale based on the hammer price excluding the buyer's premium. The royalty does not apply to lots selling below the sterling equivalent of £1,000 and the maximum royalty payable on any single lot is the sterling equivalent of £10,000. Droit de Suite, which is not subject to VAT, will be added to the buyer's purchase price and then passed on to the relevant collecting agency by the auctioneer.

Please enquire for the accepted exchange rate on the day of the sale.

Royalties for Droit de Suite are as follows:

4% Up to £50,000

3% £50,000.01 - 200,000

1% £200,000.01 - 350,000

0.5% £350,000.01 - 500,000

0.25% In excess of £500,000

Up to a maximum levy of £10,000

Lots marked with a ‡ symbol are potentially subject to the levy

