
Dreweatts Terms and Conditions

For Dreweatts 1759 Ltd trading as Dreweatts and Dreweatts 1759 | as at 13 September 2017.

Dreweatts¹⁷⁵⁹

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Please see Conditions of Business and Conditions of Sale on the following pages.

Dreweatts & Dreweatts 1759 are trading names of Dreweatts 1759 Ltd. Dreweatts 1759 Ltd is registered in England, company number: 10758982, registered office: 399 Strand, London WC2R 0LX.

Important Notices

BUYING AT DREWEATTS

There are several ways you can bid at a Dreweatts auction; in person, by leaving a commission or absentee bid, on the telephone where available and live via the internet – please make arrangements before the sale.

BIDDING IN PERSON

If intending to buy you are required to register your name and details at reception prior to the commencement of the auction. You will then be allocated a bidding number, which you use when bidding for an item.

COMMISSION BIDS

Dreweatts will execute bids on your behalf if you are unable to attend the sale. Commission or absentee bids are accepted either directly at reception, or can be sent by post, fax, email, telephone or via the website: www.dreweatts.com.

Dreweatts will add these bids to the auctioneers' sale book and will undertake to purchase the lots on your behalf as cheaply as allowed by other bids and reserves. Dreweatts does not accept liability for failing to execute commission bids, or for any errors or omissions.

CONDITION

Bidders must satisfy themselves as to the condition of each lot. Condition reports are available on request – see the Conditions of Business at the back of this catalogue for more information regarding condition reports. Requests for condition reports must be submitted by 4pm on the day prior to the auction.

COMMISSION CHARGES

All purchases are subject to a buyer's premium, which is charged per lot at 24% of the hammer price (28.8% including VAT) up to and including £500,000, 20% (24% including VAT) of the hammer price from £500,001 up to and including £1,000,000 and 12% of the hammer price (14.4% including VAT) in excess of £1,000,001. In the event the lot has an asterisk (*) beside the lot number in the catalogue, this indicates that the lot is owned by an entity or company required to pay VAT (generally not an Antique Dealer, as

they operate under a dealers margin scheme). VAT is payable at 20% on the Hammer Price. Lots marked with a ** (presently a reduced rate of 5%) or *.* (presently at standard rate of 20%) have been imported from outside the European Union to be sold at auction and therefore the buyer must pay the import VAT at the appropriate rate on the hammer price.

PAYMENT

Payment will be accepted, if you are a successful bidder, by debit card issued by a UK bank and registered to a UK billing address, by bank transfer direct into our bank account, Bank Details: Natwest, Blackboys Hill, Bristol. Account Name: Dreweatts 1759 Limited Client Account, A/C: 96633778, Sort Code: 60-17-24, BIC: NWBK GB 2L, IBAN: GB25 NWBK6017 2496 6337 78; in cash up to £8,000 (subject to relevant money laundering regulations), or by all major UK issued credit cards registered to a UK billing address with the exception of American Express and Diners Club. A surcharge of 3% is payable on all payments made by credit card. This surcharge does not apply to debit card payments. Payment may also be made by Sterling personal cheques drawn on a UK bank account but Dreweatts regrets that purchases paid for by this method cannot be collected until your cheque has cleared.

Ω CITES REGULATIONS

Please note that lots marked with the symbol (Ω) in this catalogue may be subject to CITES Regulations when exported. Relevant CITES Regulations may be found at www.defra.gov.uk/ahvla-en/imports-exports/cites.

COLLECTION OR DELIVERY

Before being able to collect your purchases you are required to pay the hammer price, plus the applicable commissions, and obtain a receipt acknowledging payment. Collection of the purchased lots is at the purchaser's risk and expense and whilst Dreweatts do not provide packing and despatch service we can suggest some carriers.

Dreweatts also require that all purchased items are collected within three days of the sale to avoid a storage charge being applied.

STORAGE CHARGES

All items not collected by 5.30pm on the Tuesday of the week following the sale will be automatically removed to commercial storage and subject to a minimum storage charge of £20 (plus VAT) per lot and to a further storage charge of £2 (plus VAT) per lot per part or full day thereafter. These charges will be the sole liability of the purchaser and will be billed directly to them by Snelsmore Storage.

On payment of all sales and storage costs, items will be available for collection by appointment from Snelsmore Storage, tel: 01635 248636, mobile: 07774 703749. These charges are set by Snelsmore Storage, we recommend that you contact them directly regarding queries relating to these charges and other questions relating to storage. Staff at the saleroom will be unable to answer questions relating to items that have been removed from the saleroom.

FURTHER INFORMATION

The colours printed in this catalogue are not necessarily a true reflection of the actual item. All weights and measures given in the catalogue should be regarded as approximate.

VALUATION SERVICES

Dreweatts provides a range of confidential and professional valuation services to private clients, solicitors, executors, estate managers, trustees and other professional partners. These services include auction valuations, insurance valuations, probate valuations, private treaty valuations, valuations for family division or for tax purposes. For more information, please see our website: www.dreweatts.com.

For directions to Donnington Priory, please see our website: www.dreweatts.com Parking is available at Donnington Priory in two car parks on either side of the saleroom.

These Conditions of Sale and Business constitute the contract between Dreweatts (the "Auctioneer") and the seller, on the one hand, and the buyer on the other. By bidding at the auction, you agree to be bound by these terms.

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. BUYER'S PREMIUM.

The buyer agrees to pay a buyer's premium on the hammer price of each lot purchased. The buyer's premium is 24% of the hammer price up to and including £500,000, 20% of the hammer price from £500,001 up to and including £1,000,000, and 12% of the hammer price in excess of £1,000,001. VAT at the prevailing rate of 20% is added to buyer's premium and additional charges as defined below.

5. VAT. (*)

indicates that VAT is payable by the purchaser at the standard rate (presently 20%) on the hammer price as well as being an element in the buyers' 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. (**) 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 Import VAT currently 5% on the hammer price. (*,**) indicates that the lot has been imported from outside the European Union and these lots are liable to the standard rate of Import VAT currently 20% on the hammer price. Lots which appear without 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 buyers' premium is not recoverable as input tax.

6. DESCRIPTIONS AND CONDITIONS.

Condition reports are provided on our website or upon request. The absence of a report does not imply that a lot is without imperfections. The

detail in a report will reflect the estimated value of the lot, and large numbers of such requests received shortly before the sale may not receive a response to all lots. Members of staff are not trained restorers or conservators and, particularly for higher value lots, you should obtain an opinion from such a professional. Dreweatts is not liable for damage to gilded picture frames, plaster picture frames or picture frame glass; if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we see fit and will be under no liability for doing so. We recommend that you always view a lot in person.

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. Additionally, in specified circumstances lots 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 and (b) whether there is any specific prohibition on importing goods of that character because, e.g. they may contain prohibited materials such as ivory. Ask us if you need help.

9. BIDDING.

Bidders may 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 may 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.

The following methods of payment are acceptable.

- Debit Card drawn on a UK bank and registered to a UK billing address. There is no additional charge for purchases made with these cards.
- Bank transfer direct into our bank account, all transfers must state the relevant sale number, lot number and your bid / paddle number. If transferring from a foreign currency, the amount we receive must be the total due in pounds sterling (after currency conversion and the deduction of any bank charges). Our bank details can be found on the front of your invoice or in the sale catalogue under 'Important Notices'.
- Sterling cash payments of up to £8,000 (subject to money laundering regulations). All major UK issued credit cards registered to a UK billing address with the exception of American Express and Diners Club. A surcharge of 3% is payable on all payments made by credit cards.
- Sterling personal cheques drawn on a UK bank account and made payable to 'Dreweatts 1759 Ltd'. It will be necessary to allow at least six working days for the cheque to clear before collecting your purchases.

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.

13. DROIT DE SUITE ROYALTY CHARGES.

From 1st January 2012 all UK art market professionals (which includes but is not limited to; auctioneers, dealers, galleries, agents and other intermediaries) are required to collect a royalty payment for all works of art that have been produced by qualifying artists each time a work is re-sold during the artist's lifetime and for a period up to 70 years following the artists death. This payment is only calculated on qualifying works of art which are sold for a hammer price more than the UK sterling equivalent of EURO 1,000 - the UK sterling equivalent will fluctuate in line with prevailing exchange rates. It is entirely the responsibility of the buyer to acquaint himself with the precise EURO to UK Sterling exchange rate on the day of the sale in this regard, and the

auctioneer accepts no responsibility whatsoever if the qualifying rate is different to the rate indicated. All items in this catalogue that are marked with δ are potentially qualifying items, and the royalty charge will be applied if the hammer price achieved is more than the UK sterling equivalent of EURO 1,000. The royalty charge will be added to all relevant buyers' invoices, and must be paid before items can be cleared. All royalty charges are passed on to the Design and Artists Copyright

Society ("DACS"), no handling costs or additional fees with respect to these charges will be retained by the auctioneers. The royalty charge that will be applied to qualifying items which achieve a hammer price of more than the UK sterling equivalent of EURO 1,000, but less than the UK sterling equivalent of EURO 50,000 is 4%. For qualifying items that sell for more than the UK sterling equivalent of EURO 50,000 a sliding scale of royalty charges will apply – for a complete list

of the royalty charges and threshold levels, please see www.dacs.org.uk. There is no VAT payable on this royalty charge.

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

Terms of Consignment for Sellers

consignor has the Seller's authority to contract. Similarly the words 'we', 'us', etc. refer to the Auctioneers.

2. WARRANTY.

The Seller warrants that possession in the lots can be transferred to the Buyer with good and marketable title, free from any third party right and encumbrances, claims or potential claims. The Seller has provided all information concerning the items ownership, condition and provenance, attribution, authenticity, import or export history and of any concerns expressed by third parties concerning the same.

3. ALL COMMISSIONS

and fees are subject to VAT at the prevailing rate.

4. COMMISSION

is charged to sellers at the following rates:- please enquire at our salerooms.

5. REMOVAL COSTS.

Items for sale must be consigned to the saleroom 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.

6. LOSS AND DAMAGE OF GOODS.

(a) Loss and Damage Warranty - Dreweatts is not authorised by the FSA to provide insurance to its clients, and does not do so. However Dreweatts for its own protection assumes liability for property consigned to it at the lower pre-sale estimate until the hammer falls. To justify accepting liability, Dreweatts makes a charge of 1.5% of the hammer price plus VAT, subject to a minimum charge of £150, or if unsold 1.5% of our lower estimate. The liability assumed by Dreweatts shall be limited to the lower pre-sale estimate or the hammer price if the lot is sold. Dreweatts is not liable for damage to gilded picture frames, plaster picture frames or picture frame glass; if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we see fit and will be under no liability for doing so.

(b) If the owner of the goods consigned instructs us in writing not to take such action, the goods then remain entirely at the owners 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 6 (a) is inapplicable.

7. ILLUSTRATIONS.

The cost of any illustrations is borne by you. If we consider that the Lot should be illustrated your permission will 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.

8. MINIMUM BIDS AND OUR DISCRETION.

Goods will normally be offered subject to a reserve agreed between us before the sale in accordance with clause 9. We may sell Lots below the reserve provided we account to you for the same Terms of Consignment for Sellers sale proceeds as you would have received had the reserve been the hammer price. If you specifically give us a "discretion" we may accept a bid of up to 10% below the formal reserve.

9. 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 loss and damage warranty 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.

(d) Reserves are not usually accepted for lots expected to realise below £100

10. 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.

11. 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 10 and 11 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.

12. 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.

13. UNSOLD.

If an item is unsold it may at our discretion 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.

14. WITHDRAWN AND BOUGHT IN ITEMS.

These are liable to incur a charge of 15% commission, 1.5 % Loss and Damage Warranty and any other costs incurred including but not limited to illustration and restoration fees all of these charges being subject to VAT on being bought in or withdrawn after being catalogued.

15. 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. We will also, at our discretion, and as far as practicable, confirm that an item consigned for sale does not appear on the Art Loss register, which is administered by an independent third party.

16. 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 48 hours after the day of 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.

17. 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 £10 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.

18. SETTLEMENT.

After sale settlement of the net sum due to you normally takes place within 28 days of the sale (by crossed cheque to the seller) 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 12 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.

Dreweatts 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 of Sale

conditions and notices as may be referred to herein.

1. DEFINITIONS

In these Conditions:

(a) "auctioneer" means the firm of Dreweatts 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 Dreweatts 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 purchase price together with a premium thereon of 28.8% which shall include VAT on the premium at the rate imposed by law. The buyer will also be liable for any royalties payable under Droit de Suite as set out under Information for Buyers.

5. VALUE ADDED TAX.

Value Added Tax on the hammer price is imposed by law on all items affixed with an asterisk or double asterisk. 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 or in such other way as is agreed by us.

(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 expressed or implied.

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 take away any lots that you have purchased and paid for not later than 3 working days following the day of the auction or upon the clearance of any cheque used for payment after which you shall be responsible for any removal, storage and insurance charges.

(c) No purchase can be claimed or removed 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. 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 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. Dreweatts is not liable for damage to gilded picture frames, plaster picture frames or picture frame glass; if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we see fit and will be under no liability for doing so. 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.

16. DATA PROTECTION.

We will hold and process any personal data in relation to you in accordance with our current privacy policy, a copy of which is available on our website www.dreweatts.com/cms/pages/privacy.

GENERAL

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

18. (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.

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

20. 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 at the commencement of the catalogue.

21. 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.

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

Important Notices to Watch and Jewellery Buyers

The notices below form part of our Conditions of Business as printed in the catalogue, and potential bidders must acquaint themselves with these notices prior to bidding. The condition of any lot falling within the notices as outlined may not be deemed sufficient reason to return the lot to us. Please note that Dreweatts are unable to give any further verbal condition reports or comment for any lot, and all condition reports and requests must be submitted in writing to via our website www.dreweatts.com, or by fax on 01635 553 599.

Important Notices to Watch Buyers

DAMAGE, RESTORATION, ALTERATION

Although every effort is made to note any damage, restoration or alterations, the absence of any such information in catalogue descriptions does not imply the lot is in perfect condition and free from any such defects. Prospective buyers should satisfy themselves as to the condition of any lot prior to bidding. All watches are serviced from time to time, and Dreweatts are unable to guarantee that the working parts of any watch movement, glass or crystal, winding crowns, watch bracelet, strap or buckle are the manufacturers' original parts, unless otherwise stated in the catalogue description. We are unable to make any representation in our catalogue descriptions or condition reports as to the authenticity of such parts. Dreweatts are unable to make any representation, nor make any comment on, the authenticity of diamonds, or other gemstones, set Important Notices to Watch Buyers into watch dials, bezels, cases and bracelets.

AUTHENTICATION

All watch movements have been inspected by Dreweatts watchmaker and specialists, and we have verified all inventory and movement numbers. For the information of potential bidders, all inventory and movement numbers are listed in the catalogue description for the relevant lot.

IMPORT/EXPORT RESTRICTIONS

There maybe Import Restrictions' into some territories outside the United Kingdom placed on certain watch brands, or on the importation of watches with straps composed of animal skins which may fall under CITES Regulations. It is the sole responsibility of the buyer to comply with all Export/Import regulations and potential bidders are strongly recommended to check with their shipping agent as to any such regulations that may apply to any lot. Dreweatts are not shippers and are unable to offer any advice regarding such regulations.

CONDITION REPORTS

Dreweatts condition reports will identify whether a watch functions at the time of cataloguing, and suggest possible, but not comprehensive, restoration work that may need to be carried out for the watch to function properly. Dreweatts are unable to test watches for accuracy or running to time, and we cannot guarantee that any watch will function when purchased from us. As we have examined all watch movements by removing the case backs, we cannot guarantee that water resistant watches will remain water resistant following purchase from us. Dreweatts recommend that any watch purchased from us is subsequently overhauled by a competent watchmaker to ensure proper functioning.

Important Notices to Jewellery Buyers

DAMAGE, RESTORATION, ALTERATION

Although every effort is made to note any damage, restoration or alterations, the absence of any such information in catalogue descriptions does not imply the lot is in perfect condition and free for any such defects. Prospective buyers should satisfy themselves as to the condition of any lot prior to bidding.

ENHANCEMENT

Prospective bidders should be aware than many coloured gems have been historically treated by a variety of methods to improve their appearance, both in terms of colour and transparency. Rubies and sapphires are routinely heat treated, emeralds and enhanced through the use of coloured and transparent oils and resins, and jadite is routinely stained. These treatments, and others including irradiation and coating, are generally accepted by the jewellery trade as standard practice. Although most treatments are considered to be permanent, those gemstones which have been oiled may need to be re-treated to maintain their appearance. Any such treatments affect the market value of

coloured gemstones, and Dreweatts pre-sale estimates published in the catalogue assume that all gemstones, unless otherwise stated in the catalogue, may have been enhanced. Dreweatts may obtain Gemmological Reports from a recognised laboratory where appropriate detailing any enhancements, or lack of, for certain gemstones, and such reports may be obtained for prospective bidders prior to the sale, provided such requests are made at least three weeks before the sale, and that the requesting party has pre-paid for such a report. However it is not possible for Dreweatts to obtain reports for every stone offered in the sale.

In the absence of a gemmological laboratory report, it is not possible for Dreweatts to make any comment on the possibility that any gemstone in any lot may have been subject to enhancement.

Dreweatts catalogue descriptions and condition reports adhere to the guidelines laid out in the 'Blue Book' of CIBJO, the International Jewellery Confederation.

WEIGHTS

All gram weights have been obtained using an electronic balance, but weights stated in the catalogue are approximate and for guidance only, and potential bidders should satisfy themselves as to their accuracy.

'...approximately 1.20 carats total,...' all such stone weights are estimated using standard equipment and formulae, and are subject to the limitations imposed by the mount.

'...weighing 1.20 carats,...' where the description reads as such, the stones in question have been removed from the mount and weighted using an electronic balance.

SIGNATURES

'...by Lacluche,...' in our opinion is a piece made by or for the jeweller, bearing relevant signatures, maker's marks, and where appropriate, the maker's inventory number/s.

'...signed Lacluche,...' in our opinion is a piece retained by the jeweller, but not necessarily made by them. This may also mean that the piece has

been mounted by the jeweller using stones supplied by the client; a special commission from a client's design; or has been altered or later added to.

COLOURED STONES OF BURMA (MYANMAR) ORIGIN

Buyers should be aware that certain territories (notably the United States of America) have import restrictions on certain coloured gemstones. All gemstones that maybe of Burma (Myanmar) origin, notably rubies and jadeite, may require a certificate of origin before they can be imported.

Prospective bidders for such gemstones should check with their shipper, and relevant Government authorities regarding any necessary certification prior to bidding. Whilst Dreweatts are able to suggest a number of Gemmological Laboratories for such certification, we are unable to carry out any such certification for potential bidders or buyers.

Detailed condition reports for all lots are available from our website www.dreweatts.com, and upon direct request to the Saleroom.

Please note that Dreweatts are unable to give

verbal condition reports for any lot, and all condition reports will be given in writing via our website www.dreweatts.com, or by fax (fax no: 01635 553 599). Dreweatts jewellery specialists and qualified gemmologists are available during the view to answer any queries.

Dreweatts are unable to offer any form of packing, dispatch or shipping services, and clients should make their own collection arrangements for purchased lots. Dreweatts are happy to suggest the services of a number of dispatch and shipping carriers.

Important Notes regarding the Cataloguing of Clocks

Movements, dials and cases:

movements and dials are described as relating to the cases in which they are housed in one of the following three ways:

1. **the case...** we are of the opinion that the movement and dial started life in the current case.
2. **in a case...** we are of the opinion that the movement and dial are in a case of correct period and type (and may well be original to the movement and dial), however we cannot be certain as to whether both started out life together.
3. **now in a case...** we are of the opinion that the movement and dial are no longer in the original case as it is not of correct period and/or type.

Pendulums, weights, winding and case keys:

we do not specify in the catalogue description whether a clock is complete with a pendulum, weight(s), case key or winder (where appropriate); this information will be provided in the condition report available via our website or by request. It is the bidders responsibility to satisfy themselves as to whether these items are present with the clock prior to bidding.

Condition:

due to the mechanical nature of clocks and the fact that most are of great age we cannot offer any guarantee as to whether they are in working order or free from major faults or restoration. Although we endeavour to catalogue items in a fair and

informed manner, omission of any comments or observations regarding the condition or originality of a clock in the description does not necessarily indicate that it is free from significant faults, restoration or is in working condition. We would strongly advise any prospective purchaser to view the item in person or request a condition report and/or further images prior to bidding.

Measurements:

dial measurements are given in inches; other dimensions such as height are given in centimetres and inches. In the absence of specific clarification the measurement given for the height of a longcase clock excludes any removable finials in order to provide an approximate minimum ceiling height in which the clock can be accommodated.

Paintings: Glossary of Terms

Paul Henry: In our opinion a work by the artist.

Attributed to Paul Henry: In our opinion a work of the period, which may be in the whole, or in part, the work of the artist.

Studio of Paul Henry: In our opinion a work by an unknown hand, which may have been executed in the studio of the artist.

Circle of Paul Henry: In our opinion a work from the period of the artist and showing his influence.

Follower of Paul Henry: In our opinion a work executed in the style of the artist, but not necessarily by a pupil.

Manner of Paul Henry: In our opinion a work executed in the style of the artist, but at a later date.

After Paul Henry: In our opinion a copy of any date after a work by the artist

Signed / Inscribed / Dated Paul Henry: In our opinion the work has been signed / inscribed / dated by the artist.

Bears signature / inscription / date of Paul Henry: In our opinion the signature / inscription / date are probably not by the hand of the artist.

δ: Indicates that this item may be a qualifying item for Droit de Suite royalty charges. This payment is calculated on qualifying works of art which are sold for a hammer price more than the UK sterling equivalent of EURO 1,000. Please see our Terms and Conditions for a full definition of these charges.

Condition is not specified within the catalogue descriptions; please request a condition report for further advice.

Please note that all pictures are framed unless otherwise stated.

act. – active

fl. – flourished

wk. – worked

b. – born

p. – plate size

d. – died

s. – sight size

Privacy Policy

DREWEATTS 1759 LIMITED is committed to protecting and respecting your privacy.

This policy (together with our website terms and conditions and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is Dreweatts 1759 Ltd (a company incorporated in England on 8th May 2017 with the company number 10758982), whose registered office is c/o Stanley Gibbons Ltd, 399 Strand, London WC2R 0LX.

1. INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

1.1 Information that you provide by filling in forms on our websites www.dnfa.com and www.bloomsburyauctions.co.uk. This includes information provided at the time of registering to use our sites, subscribing to receive email alerts, or completing an online form on our sites. We may also ask for info and collect information when you report a problem with either of our sites.

1.2 If you contact us, we may keep a record of that correspondence.

1.3 We may also collect and store the results of surveys that we use for research purposes, although you do not have to respond to them.

1.4 Details of your visits to our sites including, but not limited to, time, location data, your IP address and your browser type and operating system.

1.5 We may store information on your collecting interests so that we can inform you of relevant products and services.

1.6 We may collect and aggregate information about your computer, including where available your operating system and browser type, for system administration and website analytics. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

2. COOKIES

2.1 We may identify you by using a cookie file which is stored on the hard drive of your computer.

Cookies enable us:

2.1.1 To estimate our audience size and usage pattern.

2.1.2 To store information about your preferences, and so allow us to customise our site according to your individual interests.

2.1.3 To remember your session identification, thereby maintaining your session while you are logged in to our site.

If you register with us or if you continue to use our site, you agree to our use of cookies.

You can block cookies by activating settings on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit our site.

3. USES MADE OF THE INFORMATION YOU PROVIDE US

3.1 We use information held about you in the following ways:

3.2 To ensure that content from our site is presented in the most effective manner for you and for your computer.

3.3 To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented or otherwise agreed to be contacted for such purposes e.g. when you register with us, purchase items through our auctions, consign items for sale through our auctions, or as otherwise provided in this policy.

3.4 If you choose to provide information to us regarding your interests and/or preferences we may send you content based on the information that you have provided to us. We may use the information provided by you to display information about products and services that we believe may be of interest to you. We do not share this information with any other third party.

3.5 To carry out our obligations arising from any contracts entered into between you and us.

3.6 To notify you about changes to our service.

We will not pass your details on to third parties for marketing purposes, full stop.

3.7 We may use your data to provide you with information about goods and services supplied by us which may be of interest to you and we may contact you about these by post or email but only if you have consented or otherwise agreed to this e.g. through opting in for direct marketing communications when you register with us or as otherwise provided in this policy.

3.8 If you consent to the use of your data in this way please tick the relevant box situated on the form on which we collect your data (the registration form).

4. DISCLOSURE OF YOUR INFORMATION

4.1 Dreweatts 1759 Ltd is part of The Stanley Gibbons Group plc. We may disclose your personal information to any member of The Stanley Gibbons Group plc from time to time. We may disclose your personal information to third parties or to our suppliers, where necessary.

4.2 In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

4.3 If The Stanley Gibbons Group plc or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

4.4 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use (e.g. Auction Terms, Website Terms) and other agreements; or to protect the rights, property, or safety of Dreweatts 1759 Limited, our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

5. YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by leaving certain boxes unchecked on the forms we use to collect your data or by amending your details online. You can also exercise the right at any time by contacting us at:

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399 Strand

London WC2R 0LX

Email: webmaster@dnfa.com

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The Data Protection Act 1998 gives you the right to access information held about you by us. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

7. CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

This privacy policy replaces all privacy policies or statements.

This Privacy Policy was last updated on 22 August 2017.

8. CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to webmaster@dnfa.com.