

LYON & TURNBULL
AUCTIONEERS SINCE 1826

AFRICAN & OCEANIC ART & ANTIQUITIES

15TH OCTOBER 2019

EDINBURGH





AFRICAN & OCEANIC ART AND ANTIQUIES

INCLUDING SELECT CONTENTS OF
THE KIER MCGUINNESS COLLECTION
OF WEST AFRICAN TEXTILES

TUESDAY
15 OCTOBER 2019
AT 3PM

Sale Number **LT576**

Lyon & Turnbull
33 Broughton Place
EDINBURGH EH1 3RR

Front Cover

Lot 41

Inside Front Cover

Lot 126

VIEWING

Sunday, 13th October 12 noon - 4pm

Monday, 14th October 10am - 5pm

Morning of sale from 9am

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25% up to £300,000/20% thereafter.

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† VAT at the standard rate payable on the hammer price

* 5% import VAT

payable on the hammer price

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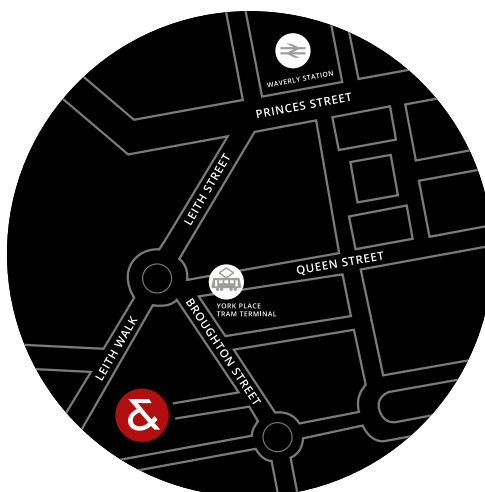





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1

ATTIC BLACK-FIGURE MINIATURE AMPHORA**ATTICA, 525 - 500 B.C.**

the obverse with an arming scene, with a bearded warrior at the centre, fastening his greave onto his raised shin, a high crested Corinthian helmet below, flanked by three attendants, vines in the field; the reverse with two armoured warriors standing between a third figure holding a staff; palmettes on the neck and rays around the foot

19cm tall

Provenance: From a prominent British collection, acquired prior to 1990.**£1,000-2,000**

Note: For an example with a similar arming scene please see: The Metropolitan Museum, New York, accession number 06.1021.69.

The dolphins painted on the shield of one of the warriors in the obverse are an interesting feature. Dolphins were associated with Odysseus; Plutarch relates that he bore a dolphin as his device (engraved on his signet ring and shield) because a dolphin had once saved Telemachus from drowning. Attic hoplites in particular would often bear the animal on their shields; they were a reminder of Athens' naval might, even when fighting on land, as well as a symbol in honour of Athena in her role as the patron goddess of the city.



2

ROMAN SHIPWRECK AMPHORA
MEDITERRANEAN, 1ST - 3RD CENTURY AD

terracotta, cupped-rim with oval shaped handles and globular body, with remnants of spike protruding from the base, conforms to the Dressel 24 subtype, coated in large quantities of marine encrustation

40cm tall

Provenance: Private collection, Scotland

£300-500



3

APULIAN RED FIGURE PATERA
SOUTHERN ITALY, C. 340-320 B.C.

Painted ceramic, with painted knob handles, the tondo decorated with the head of a lady in profile wearing a sakkos surrounded by a border of rosettes within a laurel wreath, the reverse showing a seated Eros holding a wreath and philae opposite a seated woman holding a wreath and cista

32.5cm diameter

Provenance: Private collection, Scotland
 Christies New York, 12th December 2002

£3,000-5,000

4

CYPRIOT TREFOIL JUG**CYPRUS, CYPRO-ARCHAIC I, C. 750 - 600 B.C.**

terracotta and painted pigment, sitting on a ring base, the globular body leading to a short neck and trefoil mouth with a bifurcated handle, the central register with a depiction of a diety reaching towards a sacred tree with a bird below, the sides and neck with the conventional ornament of concentric circles and connecting bands in black and umber, the reverse with a depiction of a large lotus flower

37cm tall

Provenance: From a prominent British collection, acquired 1980's or pre.

£4,000-6,000



Note: As an island sitting at the crossroads of eastern Mediterranean trade, ancient Cyprus was a melting pot of people and cultures. Here we see the Orientalising influence of Phoenicia and Assyria playing their part in this depiction of a deity. Indeed, the figure represented may refer to an Oriental, rather than domestic god. It has been postulated that images such as this relate to a specific deity who could commune with animals.

Colourful, inventive and full of playful allegory, this wonderful oenochoe demonstrates all that is best about Cypro-Geometric art. Even the form and decoration of the vessel itself is intended to evoke the shape of a fattened bird, with the trefoil mouth imitating the head and beak, while the concentric circles at either side form abstract wings.

For a related example see; The Metropolitan Museum, New York, accession number 74.51.509.





5

ANCIENT EGYPTIAN SHABTI**EGYPT, 19TH DYNASTY, THIRD INTERMEDIATE PERIOD**

white faience with red and black detailing, shown mummiform, with wig, holding a pair of hoes and a seed basket over the shoulders, a frontal column of hieroglyphics

14.5cm long

Provenance: The Julian Bird Collection, United Kingdom.**£400-600**

6

LURISTAN STANDARD FINIAL**LURISTAN, C. 8TH-7TH CENTURY B.C.**

cast bronze, in the form of confronting ibex with long curved horns, the legs and feet holding the central rings, raised on a bespoke mount

11.5cm tall

Provenance: British private collection, acquired 1970s.**£300-500**

7

PAIR OF VILLANOVAN DAGGERS**ITALY, 700 - 900 B.C.**

cast bronze and iron, both scabbards with remnants of the original blade within, decorated with linear raised ridges, one with circular pommel (2) longest 32cm

Provenance: Axel Guttman Collection of Ancient Arms and Armour, Berlin
£400-600



8

CELTIBERIAN "PUGIO" DAGGER AND SCABBARD**IBERIA, 1ST CENTURY B.C.**

cast iron, the handle formed of two sections, held together by joints inserted into discs at the centre and pommel, the blade of tapering form with median midrib, the scabbard of "frame-type" with one open side and the other decorated with double-spiral motifs and openwork panels

32.5cm long

Provenance: Axel Guttman Collection of Ancient Arms and Armour. Exhibited at the Guttman museum with supporting image.

£800-1,200

Note: A remarkable survival, this shortarm dagger is of Iberian construction, but the shape later became more famous as the Roman pugio, the standard issue legionnaires sidearm. It was when campaigning against the Celtiberians in the first century BC that the Roman form first came into widespread use, suggesting the Roman army appreciated the strengths of the native weapon.

Interestingly the decorative square and teardrop shaped cavities on the sheath of the present example have been patched with metal in ancient times. Perhaps to better guard the iron blade from the effects of wet weather.



9

COLLECTION OF VILLANOVAN BREAST PLATES**ITALY, 900 - 700 B.C.**

cast bronze, all of circular dimensions, some folded, possibly as ritual deposits or perhaps stored for later reuse, marked with AG

Provenance: Axel Guttman Collection of Ancient Arms and Armour, collection numbers AG 376 - 377. Exhibited at the Guttman museum with supporting image.

£150-200

10

APULO-CORINTHIAN HELMET**SOUTHERN ITALY, 350 - 300 B.C.**

hammered bronze, the cheeks incised with boars, with further incised decoration outlining the eye-holes and nose-piece

27cm long x 17.5cm high

Provenance: Axel Guttman Collection of Ancient Arms and Armour, Berlin, collection number H131. Exhibited at the Guttman Museum, supporting image and illustrated Guttman inventory notes to be provided to the winning bidder. With associated French cultural property passport (ref 194264).

Note: The famous Corinthian helmet was popular throughout the Ancient Greek world on account of its ease of production (from a single sheet of hammered bronze) and the fearsome visage it presented to the enemy. We see here the Italic variant, known as an Apulo-Corinthian. Unlike the classic variety, the Apulo-Corinthian was worn on the top of the head like a cap. This is clearly evident in the present example, where the aperture for the eyes is far too small to have been functional and was therefore purely decorative. Scholars now believe that the Greek Corinthian helmet was always worn pulled back over the head other than in the immediate melee conflict due to the extreme heat suffered by the wearer. Therefore the development of the Italic variety reflects how the original Corinthian was worn the majority of the time. The early Italic examples feature a far closer design to the Corinthian, with open eyes and a nose-guard raised in relief. As time went on, these details became mere decorations on the face as we see here. As such, the later Apulo-Corinthian still reflect the influence on their origins but more accurately demonstrate the reality of how they were worn. A particularly striking detail on the present example are the opposing wild boars incised onto each cheek. Boars are a common depiction on Apulo-Corinthian helmets. Their meaning is not clear but it is certainly true that the animal was considered a strong and destructive creature and featured heavily in Greek mythology as a worthy opponent of heroic hunters. Artemis, the goddess of hunting, was also closely linked with the wild boar. It was seen as embodying the vengeful side of her nature, capable of unleashing sudden violent destruction on the human world. For a similar example please see: The British Museum, London, accession number 1856,1226.697.

£8,000-12,000





11

ROMAN MILITARY PATERA / PAN
UNITED KINGDOM, 3RD - 4TH
CENTURY A.D.

hammered bronze, the bowl deep with a
recess running around the neck and the
rim curving outwards, the handle with
dual lugs at the midsection and terminal

32.5cm long

Provenance: Private collection, Scotland
£1,000-2,000



12

ROMAN STYLUS
UNITED KINGDOM, 2ND
-4TH CENTURY A.D.

silver, the top with a decorative
series of collars and squares

8.5cm long

Provenance: Private collection,
United Kingdom

£300-500

13

COLLECTION OF ROMAN GLASS
MEDITERRANEAN, 2ND -4TH CENTURY

cast and blown glass, including; a double unguentarium with trailed decoration, a coiled bottle, blue child's bangle, a curious squat vessel with off-centre neck, a bottle with piriform body and rich iridescence, an unguentarium with outturned lip, a small blue bottle and a fine squat bottle with thin slender neck (7)

Provenance: Private collection, United Kingdom
£300-500



14

ROMAN STATUETTE OF CUPID
ROMAN EMPIRE, C. 3RD CENTURY AD

carved marble, the nude figure shown posed against a palmette and foliage behind, the piece appears to be an architectural element, possibly part of a capital, raised on a bespoke mount

27.5cm tall

Provenance: Private collection, Scotland, acquired in the 1970s from Phillips Auctions, Edinburgh.

£400-600

15

MEDIEVAL BOOK MOUNT**14TH - 15TH CENTURY, WESTERN EUROPE**

gilt bronze, Saint John the Evangelist is depicted within an architectural frame, shown seated and looking over his shoulder, possibly towards an angel that may have appeared in a separate panel, with perforations for attachment

8cm tall

Provenance: Private collection, Ireland

Private collection, United Kingdom

£800-1,200



16

SOCKETED AXE**BRITAIN, C. 800 - 600 B.C.**

cast bronze, of hollow construction with a curved blade and loop above the mouth, bearing an inventory number "238.55"

7.5cm long

Provenance: Sumner Healey, New York 30th April 1929

Private collection, United Kingdom

£120-180



18

ACHEULEAN HANDAXE**WESTERN EUROPE, PALAEOLITHIC**

knapped flint, the caramel stone of teardrop shaped form, with percussion marks throughout

14.5cm long

Provenance: Private collection, United Kingdom

Finch and Co., London

£150-250



17

PAIR OF NEOLITHIC AXE HEADS**WESTERN EUROPE**

knapped flint, presented on bespoke mounts (2)

Longest 18.5cm

Provenance: Lars Otto Johan Holst, 1863-1936, Ronneby, Sweden. Mr Holst acquired the majority of his collection between 1887 - 1929.

£300-500





19

COLLECTION OF INUIT ARTEFACTS ARCTIC

carved marine ivory, wood, leather and metal, the collection consisting of a weaving shuttle and netting needle, two harpoon points, two knives (one with leather scabbard), one scraper with scabbard, one lidded box, one oosik, one fish model, one snow knife and copper scrimmage board inlaid with copper (12)

longest 36.25cm

Provenance: Private collection, Scotland

The snow knife was originally in the collection of a Scottish convent which housed a private museum of pieces acquired through missionary work.

£1,000-2,000

20

COLLECTION OF SAMI ITEMS LAPLAND

carved bone, consisting of; two spoons with elaborate openwork handles, piriform bowls with scrimshaw decoration, one snow knife and one scrimshaw decorated plaque (possibly a letter opener) (4)

Longest 24cm

Provenance: Private collection, United Kingdom

£200-300





21

INUIT CRIBBAGE BOARD
ARTIC

carved bone, in the form of a polar bear lying prone with its paws stretched out in front, the mouth agape, black details to the face, back and claws, a series of perforations across the back

19.5cm long

Provenance: Private collection, United Kingdom
£800-1,200



22

INUIT SCRIMSHAW TUSK
REPULSE BAY, CANADA

carved walrus tusk, the obverse with a seal hunting scene and Inuit man in a kayak bearing a spear towards a polar bear, the reverse with an igloo building scene and dog sled team being driven towards an arctic fox, with an eagle head terminal, signed B. Kattork

47cm long

Provenance: Collected between mid 1960s - 1975 in Nunavut, Canada, by a community nurse serving the local communities
£120-180



23

INUIT SEATED FIGURE CANADA

soapstone, bone and leather, depicting a seated figure holding a bone knife in his left hand and a leather strap connecting to a seal

23.5cm tall

Provenance: Collected between mid 1960s - 1975 in Nunavit, Canada, by a community nurse serving the local communities

£200-300



24

SELECTION OF INUIT CARVINGS CANADA REPULSE BAY

carved soapstone and marine ivory, including: one sea otter with marine ivory fish in its mouth (signed in Inuktitut syllabics), three seals, one polar bear, one fish, one goose, one owl (signed "Kango" - possibly Salome Kango), one narwhal with inset tusk (with label reading "Terese Paolak 3/54"), one caribou with inset antlers and one hunting scene with a single figure, one seal and one walrus carved in marine ivory and mounted on soapstone (likely also Terese Paolak) (11)

Provenance: Collected between mid 1960s - 1975 in Nunavit, Canada, by a community nurse serving the local communities

£300-500

25

INUIT FACE
ARCTIC

carved soapstone, with incised carving depicting a human face, the features reduced to basic abstraction

29.5cm tall

Provenance: Private collection, United Kingdom

£300-500



26

INUIT WALRUS CARVING
CANADA

soapstone, depicting a reclining walrus with marine ivory inset tusks

Provenance: Collected between mid 1960s - 1975 in Nunavut, Canada, by a community nurse serving the local communities

£120-180



27

INUIT HUNTING SCENE
GREENLAND

wood and marine ivory, two kayaks, one with a hunter on board, the other with a harpoon and arctic fox, a whale dives in the distance, mounted on a wooden stand

33cm long

Provenance: Private collection, Scotland

£300-500



28

NASCA HUARI FEATHER PANEL

PERU, 200 - 400 A.D.

textile and feather, likely
a fragment from a larger
burial poncho, with a
checkerboard design of
alternating red, yellow
and blue squares, framed

59cm x 51cm
(including frame)

Provenance: Private
collection, United Kingdom

£600-800

29

SHIPIBO POT PERU, MID 19TH CENTURY

painted ceramic, sitting on a ring base,
with a squat body, short neck and flared
rim, painted with classic labyrinth
geometric designs on a cream background

16cm tall

£400-600

Provenance: Collected
in situ by Cecelia (ne
Johnson) and Timothy
Smith c. 1866 - 1869
whilst charting the
upper reaches of the
Peruvian Amazon
on behalf of the
government.
Thence by descent

30

BEADED PANEL AMAZONIAN BASIN

beads strung on fibre, alternating horizontal
bands of black, green and turquoise, framed

Full frame 76cm x 52cm

Provenance: Private collection, United Kingdom

£200-300





31

SHIPIBO PADDLE

PERU, MID 19TH CENTURY

carved wood, with crescent handle and long shaft with a prominent mid-rib leading to a slender paddle with long projection at the base

173cm tall

Provenance: Collected in situ by Cecelia (ne Johnson) and Timothy Smith c. 1866 - 1869 whilst charting the upper reaches of the Peruvian Amazon on behalf of the government. Thence by descent.

Smith was born in South America, the son of a British engineer who the Peruvian government had employed to survey a southern province in the 1830's. He held a commission in the Peruvian army and was employed along with his wife Cecelia to explore the remote reaches of the jungle on the eastern border with Brazil. The couple later settled in Iquitos and were prominent citizens. The city of Leticia, now on the Peruvian-Colombian border, was named in Cecelia's honour.

£600-900



32

IBEJI FIGURE
OYO, NIGERIA

carved wood and beads, produced in the famous style of the dynasty of carvers, the Igbukes of Oyo, the male figure standing on an integral base, with the arms held to the sides and scarification to the prominent abdomen, the facial features well defined and with a tall incised coiffure, beads around the waist, wrists and neck

28.5cm tall

Provenance: Private collection,
United Kingdom

£400-600

Note: Amongst the Yoruba, twins are sacred. They considered powerful spirits blessed with the protection of Sango, the god of thunder, capable of bestowing wealth and power or indeed misfortune onto those who do not honour them. Twins are believed to share a single soul, and if one were to die, the surviving sibling would be left with just half a soul. As such, ere ibeji figures are carved and cared for on a daily basis as a representation of the deceased. The present example can be stylistically identified as originating in Oyo and carved by the Igbukes, a noted dynasty of artisans.

33

**YORUBA DIVINATION
HEAD, IKIN IFA
NIGERIA**

carved wood, the small
head shown with
scarification to the
cheeks

4.5cm tall

Provenance: Private
collection, United
Kingdom, acquired
in Nigeria 1930s -
1940s, thence by
descent.

£150-200



34

**KRU SWORD
LIBERIA**

wood and forged iron,
carved handle with a
broad curving blade

55cm long

Provenance: Private
collection, United
Kingdom

£200-300



35

**MOBA FIGURE
TOGO**

carved wood, with
long arms and
torso, the figure is
reduced to basic
abstraction, raised
on a mount

67cm tall

Provenance: Private
collection, United
Kingdom

£200-300



36

**FON RECADE
BENIN**

the wooden shaft with a metal cap at the
base, the head inserted with an iron blade,
a spiral element behind, a rectangular iron
plate inserted into rear of head

53cm long

Provenance: Private collection, United Kingdom.

£120-180





37

PAIR OF BAMILEKE STOOLS
CAMEROON GRASSLANDS

carved wood, both standing on ring bases with three carved leopard supports and human heads below circular seats (2)

tallest 41.5cm

Provenance: Private collection, United Kingdom, acquired in Cameroon 1930s - 1940s, thence by descent.

£300-500

38

THREE BAMILEKE BEADED GOURDS
AND A WALKING STICK
CAMEROON

gourds, beads and textile, the three vessels of typical form, sitting on circular bases, with squat bodies and ring necks topped with elaborate zoomorphic lids, decorated throughout with beadwork (4)

tallest gourd 71cm, walking stick 92cm

Provenance: Collected between 1914-1918 by Robert Whyte Melville Dundas of Comrie, Scotland, who served in the West African theatre throughout WWI. Thence by descent.

£300-500



39

ASHANTI STOOL
GHANA

carved wood, the top half of typical form, the rounded seat held by four straight supports and in the middle a column with geometrical openwork decoration, beneath with a rare addition of four wheels sitting on an open rectangular base, deep patina

50cm tall

Provenance: Private collection, Scotland

£300-500

40

**EKOI EJAGHAM HEADDRESS
NIGERIA**

carved wood, hide, horn and metal, the wooden head covered with animal skin and with three horns suggesting the coiffure, with face with metal inset teeth and kaolin eyes, a woven basketry base and fine glossy patina throughout
48cm tall

Provenance: Henri Kamer, Paris
Private collection, London

£4,000-6,000





41

**LUBA SONGYE MASK, KIFWEBE
DEMOCRATIC REPUBLIC OF CONGO**

carved wood and pigment, of classic abstract form, painted in black and white, a prominent central ridge running down to form the nose, coffee bean eyes and protruding mouth

35cm tall

Provenance: Baron Freddy Rolin, New York
Neumeister Munich, 16th November 2006,
lot 246 (artkhade reference MDD-133855)
Private collection, Germany

Note: This kifwebe mask is a particularly powerful example that truly retains its original aura. The predominantly white colour identifies it as female and in its original community it would have been associated with power and authority, serving a judicial function.

£15,000-25,000





42

KUBA KETE MASK
DEMOCRATIC REPUBLIC OF CONGO

carved wood, pigment, metal and beads, of classic form with extensive geometric decoration from the brow down, metal overlay on the circular mouth and long nose, a string of beads running across the top of the head, presented on a bespoke wooden stand

37.5cm tall

Provenance: Alex Arthur, Aquennes

Jo De Buck, Brussels

Private collection, Belgium

£3,000-5,000



43

NGBAKA MASK
DEMOCRATIC REPUBLIC OF CONGO

carved wood and pigment, the oval face raised
 and with scarification to the nose, cheeks and chin
 30.5cm tall

Provenance: Private collection, United Kingdom
£400-600

44

PAIR OF LEGA MASKS
DEMOCRATIC REPUBLIC OF CONGO

carved wood, one horned, both with kaolin
 and fibre beard (2)

tallest 23cm

Provenance: Private collection, United Kingdom
£300-500



45

HEMBA ANCESTOR FIGURE
DEMOCRATIC REPUBLIC OF CONGO

carved wood, standing on a circular base, the muscular legs rising to the torso with protruding abdomen, prominent pectorals and angular shoulders, the hands placed on the torso in a typical pose, the long slender neck rises to the square head with finely detailed facial features and an incised beard, the long coiffure hollowed at the back, raised on a bespoke base and with a varied dark red patina

63.5cm tall

Provenance: Pierre Darteville, Brussels

Merton Simpson, New York

Private collection, Europe (acquired from the Morris Gallery, Michigan, March 9th 1973)

Todd Gordon, United Kingdom (acquired at Sotheby's New York, November 19th 1999, lot 338)

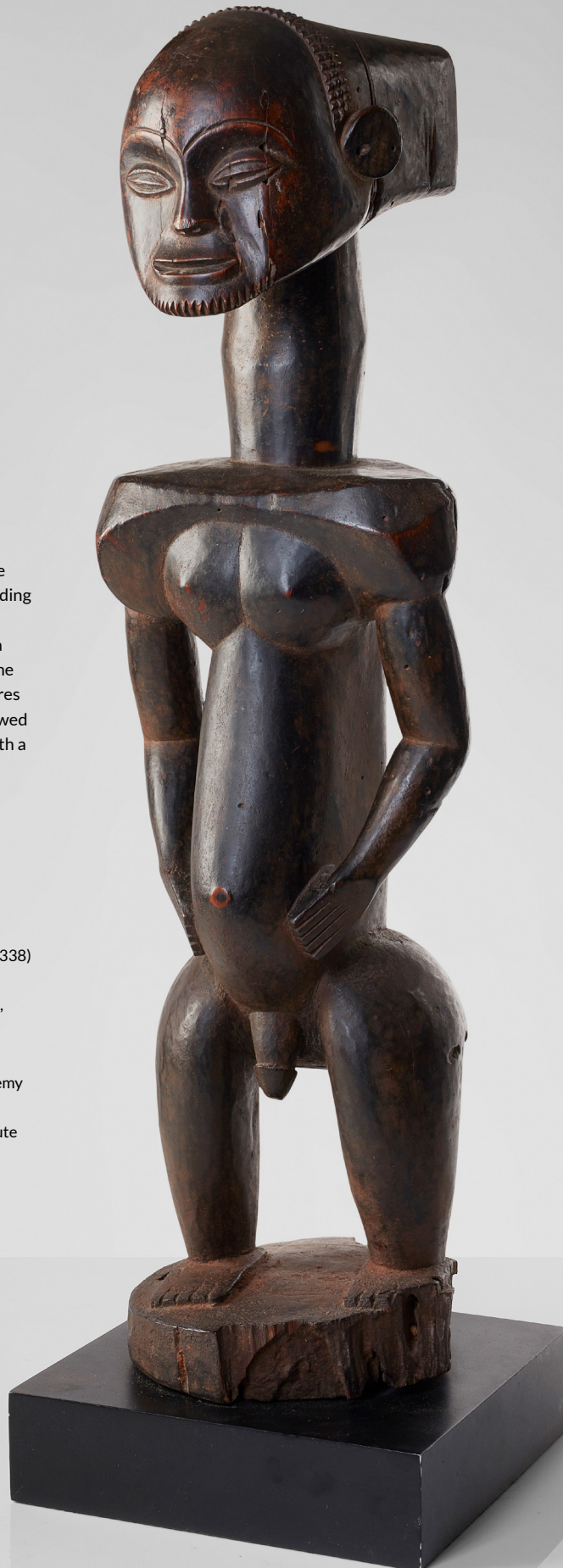
Published: Broudy and Youngblood. *Icon and Symbol: The Cult of the Ancestor in African Art*, 1975. Figure 55.

Kan. *Detroit Collects African Art*, 1977. P. 188.

Exhibited: ^ *Icon and Symbol*. Cranbrook Academy of Art. May 30th - July 20th, 1975.

Detroit Collects African Art. The Detroit Institute of Art. April 21st - May 29th, 1977.

£5,000-7,000





47

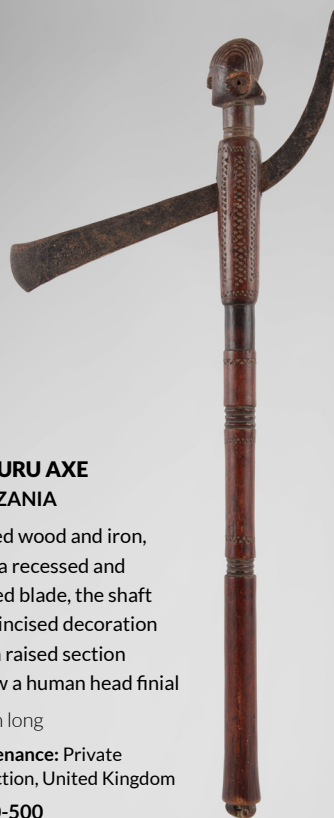
SONGYE AXE
DEMOCRATIC
REPUBLIC OF CONGO

wood, iron and copper, the
 shaft wooden coated with
 bronze, with a broad head and
 the blade of typical flaring form

41.5cm long

Provenance: Private collection,
 United Kingdom

£200-300



46

LUGURU AXE
TANZANIA

carved wood and iron,
 with a recessed and
 curved blade, the shaft
 with incised decoration
 and a raised section
 below a human head finial

60cm long

Provenance: Private
 collection, United Kingdom

£300-500



48

THREE TUTSI BASKETS
RWANDA

woven grass, miniature baskets with lids
 evoking an architectural form, all with varying
 black geometric designs across the body (3)

tallest 21.5cm

Provenance: Private collection, United Kingdom

£300-500



49

**FOUR MAASAI EAR ORNAMENTS
KENYA**

carved ivory, all with a recessed central band and three with line and triangle carved decoration (4)

longest 17.5cm

Provenance: Private collection, Scotland

£400-600



50

**DINKA PECTORAL
SOUTH SUDAN**

carved bone, of elliptical form with dot decoration and two perforations for attachment

13.25cm long

Provenance: Private collection, United Kingdom

£300-500



51

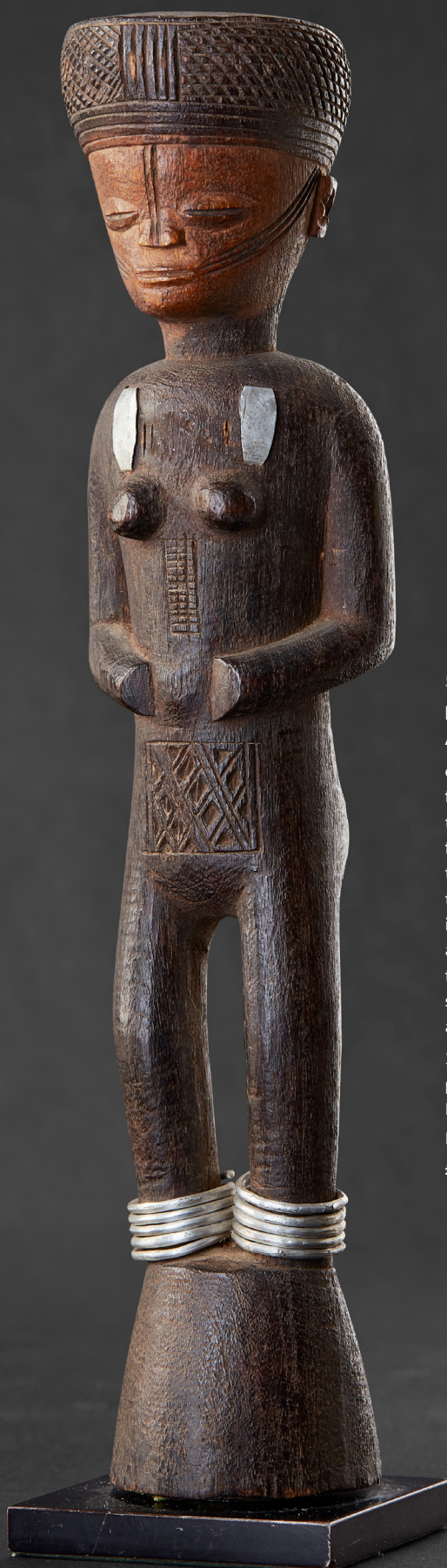
**COLLECTION OF OVAMBO OMAKIPA
NAMIBIA**

of circular, rectangular and oval form, incised and blackened decoration, all pierced on the reverse for attachment and stained with red ochre (9)

longest 10cm

Provenance: Terence and Bernice Pethica Collection, United Kingdom

£300-500



52

LUENA CHOKWE FIGURE
ANGOLA

carved wood and aluminium, the female figure shown standing with the legs apart and descending to form the base with rings around the ankles, the arms are held in towards the abdomen which is incised with two separate panels, two aluminium inlays above the breasts, the face with serene countenance, scarification and domed coiffure above, presented on a bespoke mount

25.25cm tall

Provenance: Abla and Alain Lecompte, Paris

Private collection, Belgium

£1,500-2,500



53

CHOKWE MASK
ANGOLA

carved wood, metal and fibre, the face with pursed mouth, coffee bean eyes and scarification to the cheeks and forehead, metal earrings (one a reconstituted coin dated 1910), carved two-tone coiffure and fibre netting behind, presented on a bespoke stand
27cm tall

Provenance: Private collection, Belgium
£2,000-3,000

54

BAROTSE / LOZI FOOD VESSEL
ZAMBIA

carved wood, of squat form, standing on a rounded foot with a finely carved architectural finial atop the lid, rich patination

23cm tall

Provenance: Michael Heuermann, Cape Town
Terence and Bernice Pethica Collection, United Kingdom

Note: cf. Eisenhofer. Spuren des Regenbogens [Chasing the Rainbow], 2001. P. 351.

£200-300



55

TSONGA NECKREST
SOUTHERN AFRICA

carved wood, heavily patinated, the curved pillow supported by an abstract depiction of a zoomorph (likely a bull), with a label on the underside reading "kaffir pillow c.1900"

12.5cm tall

Provenance: Terence and Bernice Pethica Collection, United Kingdom
£300-500



56

ZULU MEAT PLATTER, UGQOKO
SOUTH AFRICA

carved wood, sitting on four cylindrical legs, the underside with two panels of amasumpa decoration

57cm long

Provenance: Private collection, Belgium

£300-500





57

ZULU KNOBKERRY
SOUTH AFRICA, LATE 19TH
CENTURY

carved wood and iron studs, long shaft with offset ballhead and two opposing planes

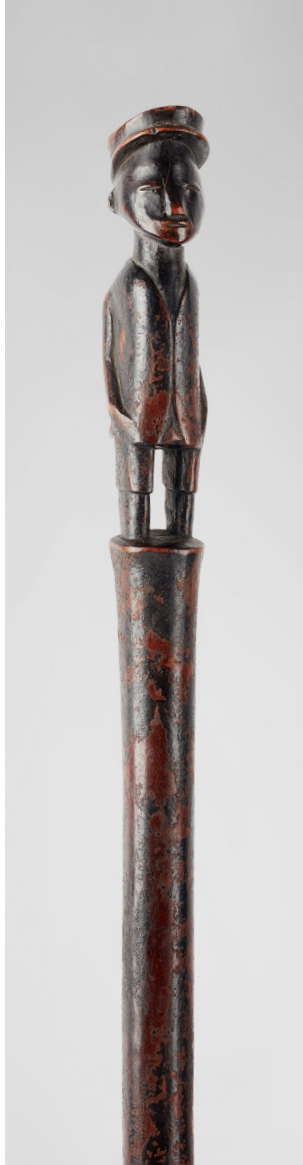
56cm long

Provenance: Private collection, Scotland

Note: "Knobkerries are probably the most commonly collected of artefacts surviving from European contact with indigenous South African communities. The Zulu people perfected the form by offsetting slightly the ballhead and creating two opposing planes, top and bottom. Some have shallow scalloping which one could read as a stylised headring"

Conru, K. 2002. The Art of Southeastern Africa. Pg. 210.

£300-500



58

ZULU STAFF
SOUTHERN AFRICA

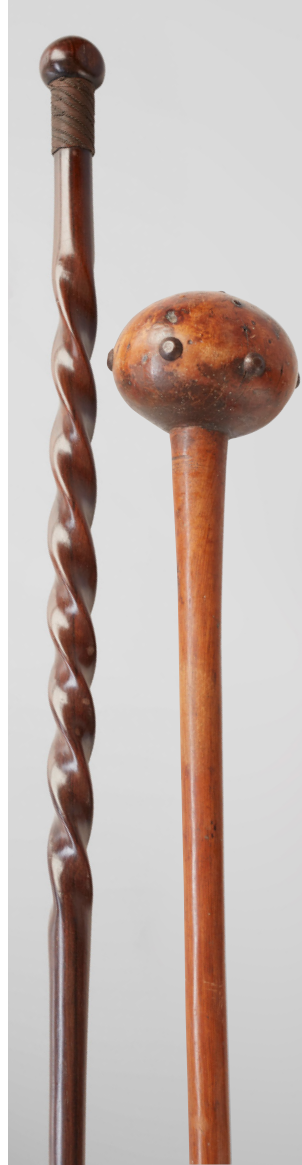
carved wood, with a finial depicting an officer in colonial dress, rich patination

68.5cm long

Provenance: Michael Heuermann, Cape Town

Terence and Bernice Pethica Collection, United Kingdom

£200-300



59

ZULU STAFF AND KNOBKERRY
SOUTHERN AFRICA

carved wood and metal, the staff with a barley-twist motif on the upper half leading to a section of wirework and small bulb head, the knobkerry with a series of six metal tack inlays running along the edge of the head and four smaller tacks across the top

longest 103cm

Provenance: Terence and Bernice Pethica Collection, United Kingdom

£300-500



60

ZULU STAFF
SOUTH AFRICA

carved wood, long shaft terminating in a human head finial

90.5cm long

Provenance: Private collection, United Kingdom

£150-250



61

THREE ZULU / NGUNI STAFFS SOUTHERN AFRICA

carved wood, the first with two raised ribs below a long section of barley-twist above two further ribs and a circular terminal, the second with two barrel-like projections each with four ribs, the third with a rounded loop terminal and decorative elements running along the outside of the shaft

longest 120cm

Provenance: Michael Heuermann, Cape Town

Terence and Bernice Pethica Collection, United Kingdom

(all three pieces descend from Heuermann)

£400-600



62

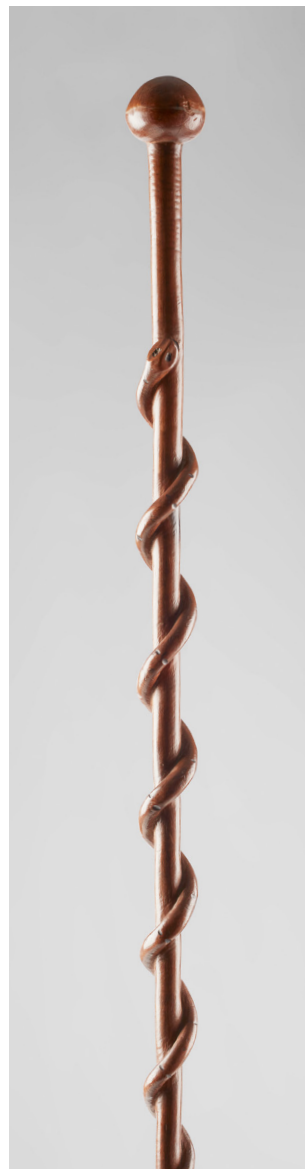
PAIR OF ZULU STAFFS SOUTH AFRICA

wood and wirework, the first with fine wirework over the majority of the body terminating in a slightly offset bulb head, the second with a bulb head, long shaft and rich deep red patina (2)

longest 124.5cm

Provenance: Private collection, United Kingdom

£400-600



63

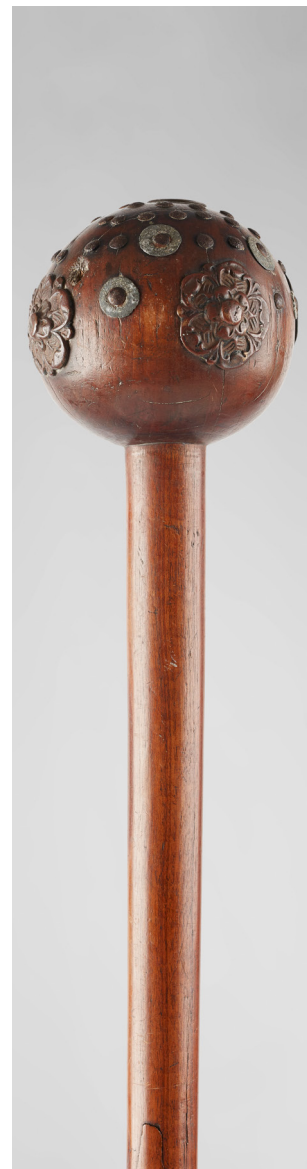
NGUNI DIVINERS STAFF SOUTHERN AFRICA

carved wood, with a serpent coiling up the shaft, the eyes recessed and possibly once inset with glass beads, with a small bulb terminal

118cm long

Provenance: Terence and Bernice Pethica Collection, United Kingdom.

£200-300



64

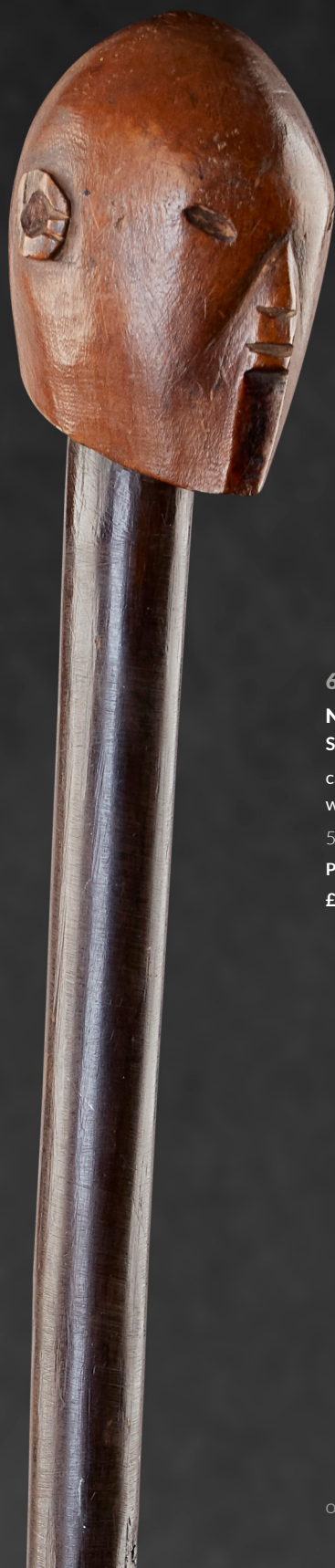
ZULU KNOBKERRY SOUTH AFRICA

carved wood and metal, of classic form with a long shaft and bulb head, inset with metal tacks, nails and British military insignia

64cm long

Provenance: Dennis Slack, United Kingdom

£300-500



65

NGUNI PRESTIGE STAFF
SOUTH AFRICA

carved wood, the long shaft topped
with a sculpted head finial in light wood

58cm long

Provenance: Private collection, Belgium

£1,000-2,000

66

**NDEBELE APRON, MAPOTO
SOUTH AFRICA**

beaded leather, with a bar top,
the square hide decorated with
horizontal and vertical rows
of white and multicoloured
beads in geometric motifs and a
central row of tassles, framed

55cm x 30cm (including frame)

Provenance: Private collection,
United Kingdom

£300-500



67

**PAIR OF ZULU BEER VESSELS
SOUTH AFRICA**

baked pottery, globular form, one with incised
decoration, the other with amasumpa (2)

tallest 33.5cm

Provenance: Private collection, Belgium

£1,000-2,000



68

DOGON ALTAR CLOTH
MALI

wax dyed cotton, geometrical and figural patterns
in white on an indigo-blue ground cotton

244cm x 130cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£400-600

69

EWE KENTE CLOTH
GHANA / TOGO

cotton, with mixed strip patterns and woven
designs of fish, combs and other geometric patterns

316 x 142cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£300-500

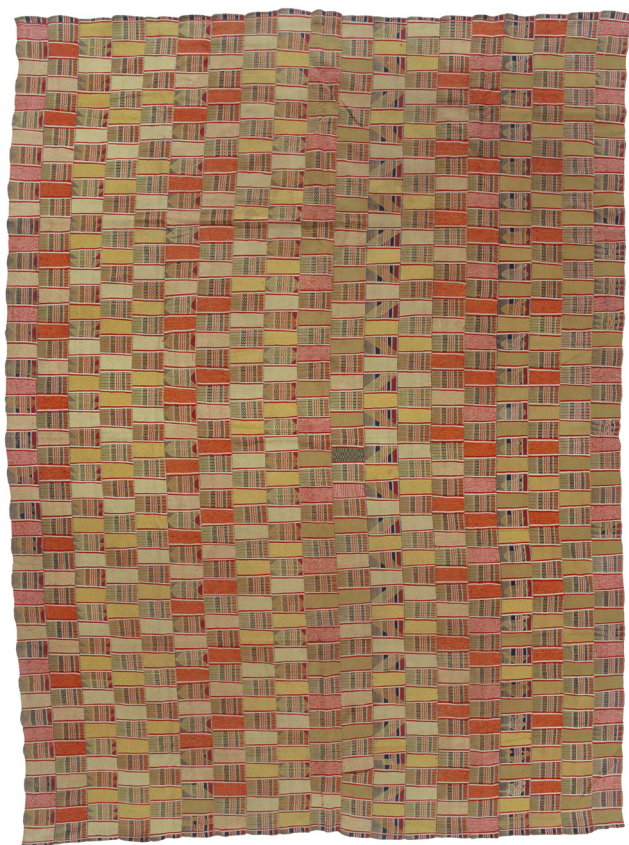


THE KIER MCGUINNESS COLLECTION OF WEST AFRICAN TEXTILES

Whilst many traditional artistic traditions have been long abandoned, textiles remain deeply imbued into the social fabric of West Africa to this day.

The select examples from the Kier McGuinness collection presented are from a range of cultures and individual styles.

They would have served various functions from ceremonial through to purely functional. All are testimony to the creativity and ingenuity of weavers across the region.



70

EWE CLOTH **GHANA / TOGO**

cotton, with alternating blocks of red and navy within a blue border

264 x 107cm

Provenance: Karun Thakar, London
Kier McGuinness, London

£300-500

71

EWE KENTE CLOTH **GHANA / TOGO**

cotton, multicoloured woven strips with fish, gourds, chicken and other patterns

244 x 183cm

Provenance: Karun Thakar, London
Kier McGuinness, London

£400-600



72

PRESTIGE EWE CLOTH
GHANA / TOGO

cotton, square patches of black and
parallel red bands on a black background

348 x 244cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£400-600

73

EWE MANS CLOTH
GHANA / TOGO

cotton, with a striped background pattern
overlain with blocks of two weft-faced bands
separated by stitched geometric motifs

214 x 102 cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£250-350



74

**YORUBA MANS ROBE, AGBADA
NIGERIA**

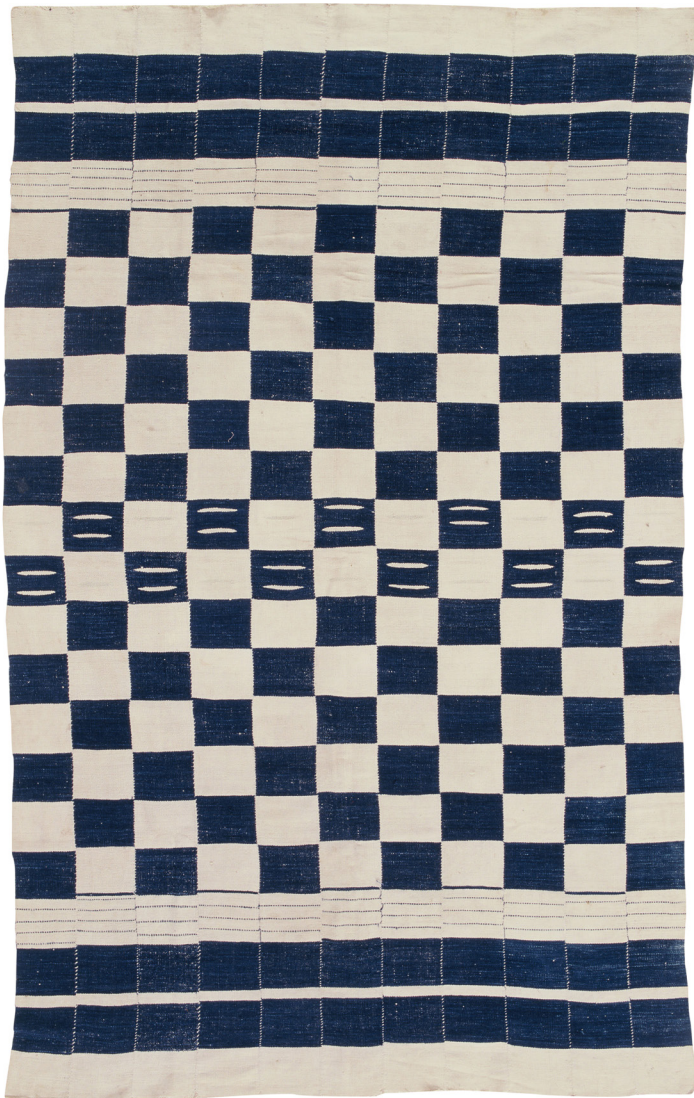
silk and hand spun cotton, with a stitched
pattern across the left side of the chest

231 x 119cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£200-300



75

**FULANI BLANKET
MALI**

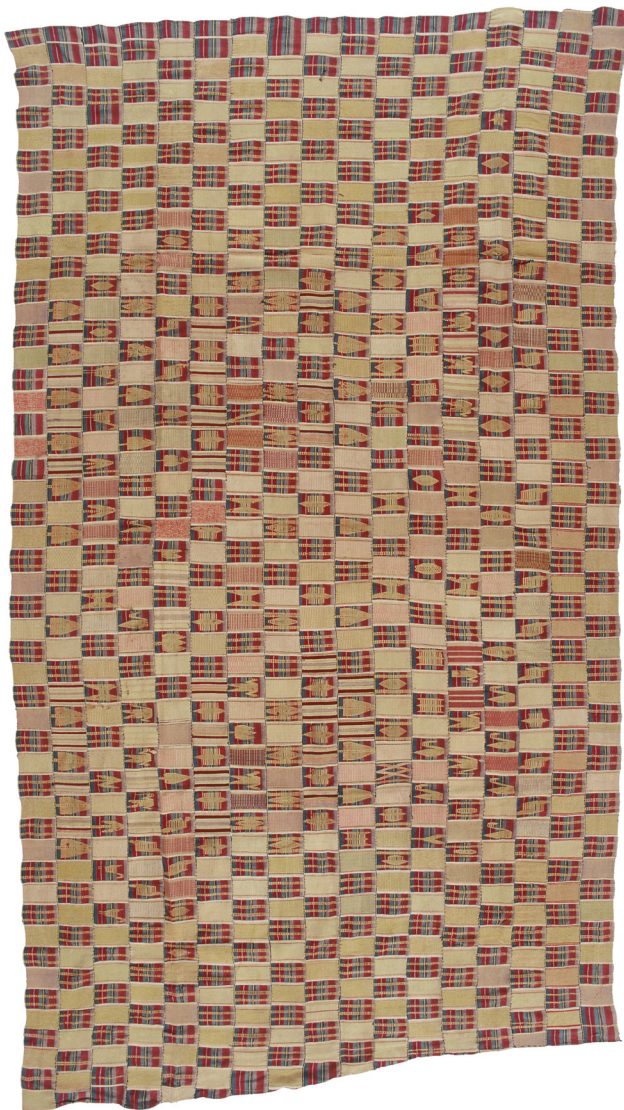
hand-spun cotton, with a white
and blue checked pattern

198 x 122cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£150-250



76

EWE CLOTH
GHANA / TOGO

cotton, multicoloured woven strips with
figures, birds, combs and other patterns

270 x 130cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£700-900

77

EWE KENTE CLOTH
VOLTA REGION, GHANA

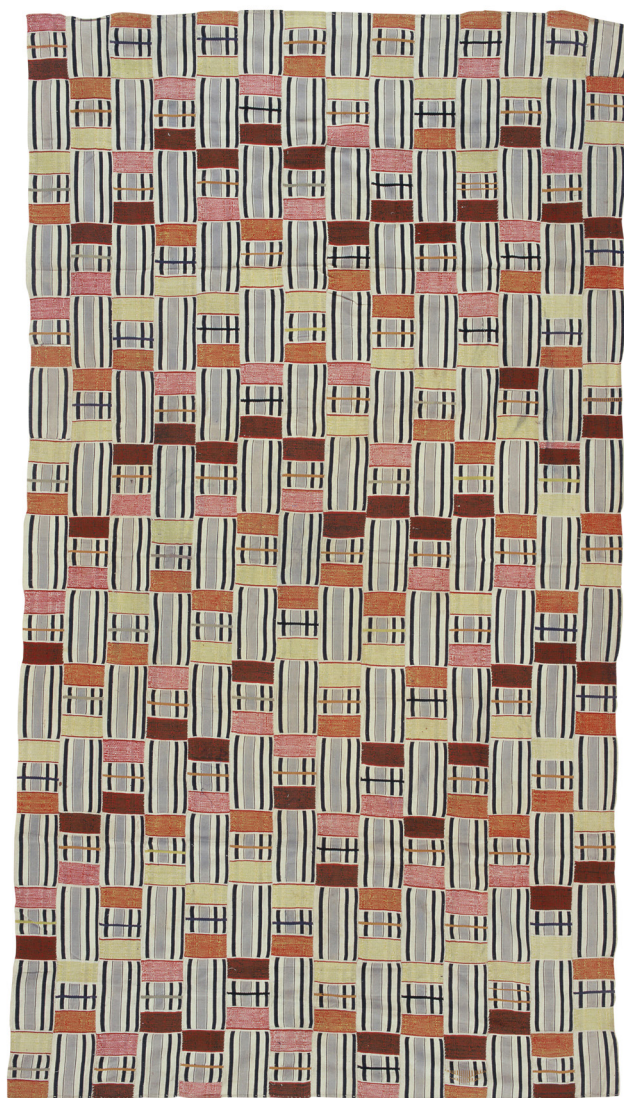
cotton, 14-strip cotton

204 x 112cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£250-350



78

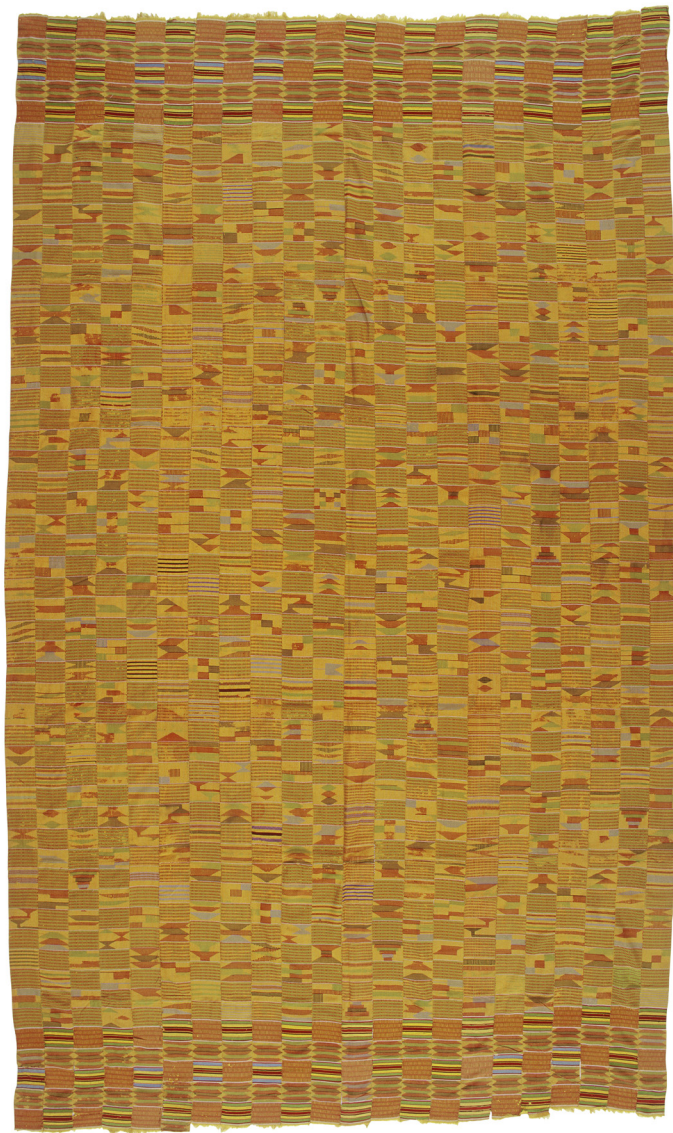
EWE MANS CLOTH**GHANA / TOGO**

cotton, in weft faced style with a checkerboard pattern of red, green, blue and white

264 x 157cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£700-900

79

KENTE CLOTH**GHANA**

silk and cotton, strip woven with a yellow ground "gold dust" design

296 x 178cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£300-500



80

**DISPLAY CLOTH, NDOP
CAMEROON**

hand spun cotton

206 x 91cm

Provenance: Karun Thakar, London
Kier McGuinness, London

£400-600

81

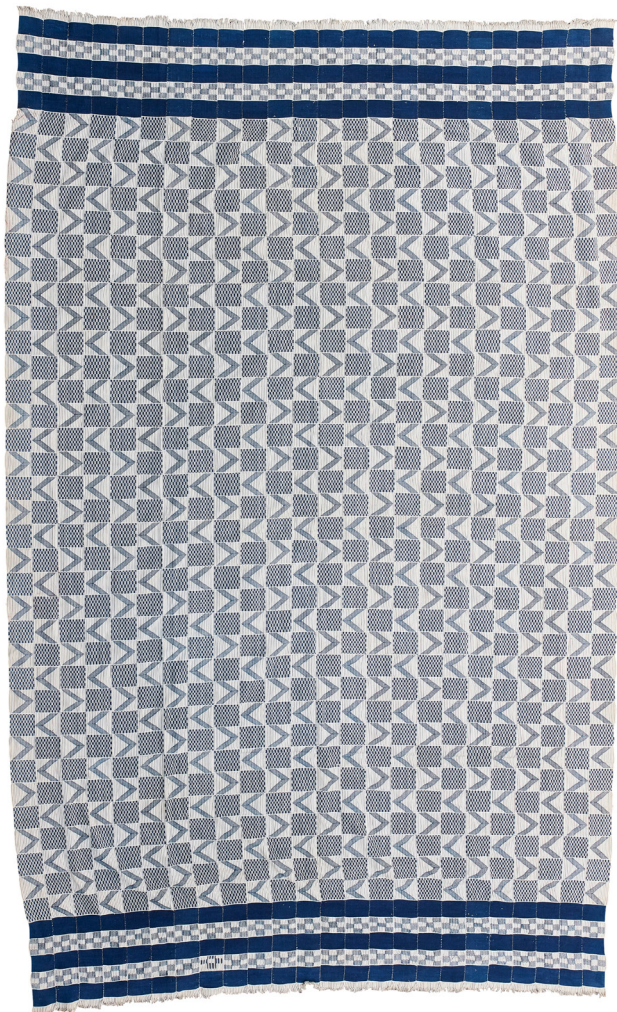
**MANS ASHANTI KENTE CLOTH
GHANA**

cotton, composed of twenty-four strips

316 X 196cm

Provenance: Karun Thakar, London
Kier McGuinness, London

£300-500



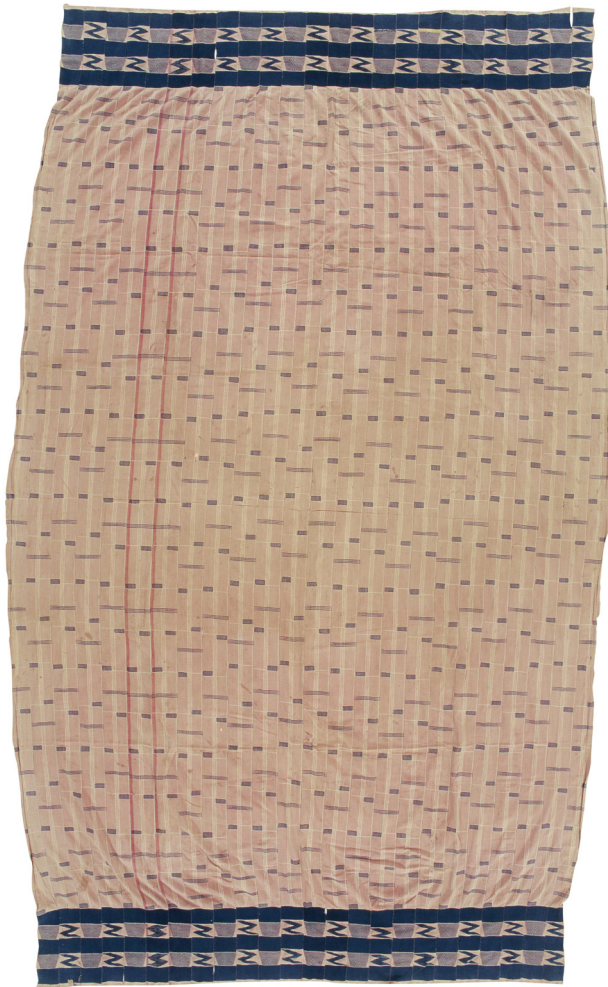
82

EWE KENTE CLOTH
GHANA / TOGOcotton, multicoloured woven strips
with chickens, combs and other birds

324 x 160cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£500-700

83

EWE CLOTH
GHANA / TOGO

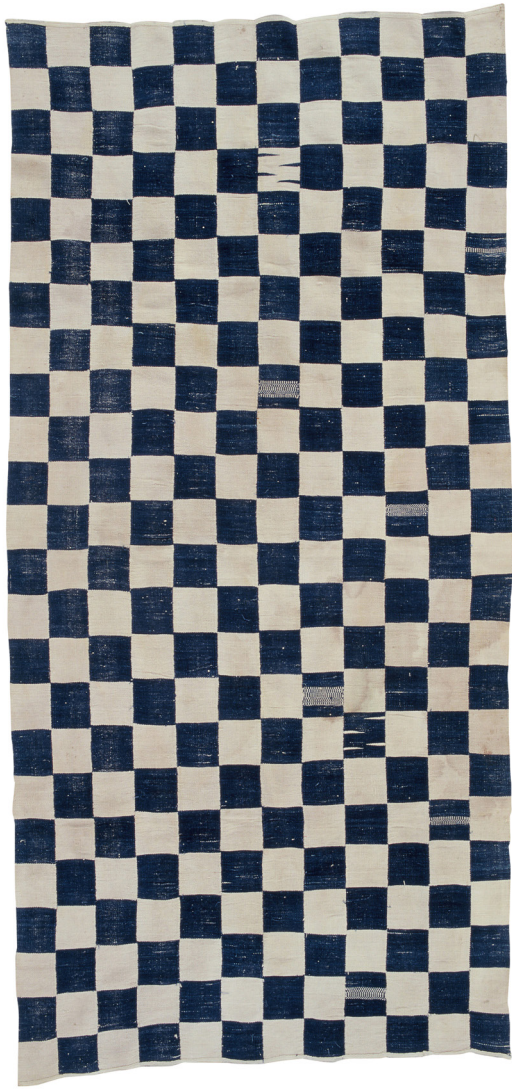
cotton, composed of twenty-four strips

316 x 183cm

Provenance: Karun Thakar, London

Kier McGuinness, London

£400-600



84

**BAMANA BLANKET, DAMIYE
MALI**

hand spun cotton, with a white and
blue checkerboard pattern

165 x 79cm

Provenance: Karun Thakar, London
Kier McGuinness, London

Published: Thakar, K. *African Textiles:
The Karun Thakar Collection*. 2015. p. 193

£300-500

85

**FINE EWE MOURNING TEXTILE
GHANA / TOGO**

woven cotton, twenty-five strips

304 x 211cm

Provenance: Karun Thakar, London
Kier McGuinness, London

£700-900



86

**YORUBA SHAWL
NIGERIA**cotton, woven with red, navy,
white and blue stripes

150 x 82cm

Provenance: Karun Thakar, London
Kier McGuinness, London**£120-180**

87

**DIDA CEREMONIAL CLOTH PANEL
IVORY COAST**

tie dyed raffia

27.5 x 27.5cm

Provenance: Karun Thakar, London
Kier McGuinness, London**£200-300**

88

TWO NIAS HAIR PINS
NIAS ISLAND, INDONESIA

bone, with a slight curve, both
topped by squatting figures,
presented on bespoke mounts (2)

Tallest 19cm

Provenance: Collected in situ by
the Hon. Alexander Harris (1872 -
1927) c. 1912, thence by descent.
Harris served as the personal
secretary to the Governor of New
South Wales, Lord Chelmsford.

£200-300



89

KAIN LAWON SHAWL
PALEMBANG, SUMATRA

silk, resistance dye, mounted

203cm x 87.5cm

Provenance: Private collection,
 United Kingdom

£1,000-1,500



90

KAIN LAWON SHAWL
PALEMBANG, SUMATRA

silk, resistance dye, mounted

194cm x 89.75cm

Provenance: Private collection,
 United Kingdom

£800-1,200



91

"MULK"**DUNDIWUY WANAMBI,
LATE 20TH CENTURY**natural earth pigments on
eucalyptus bark, framed

84 x 150cm (including frame)

£800-1,200

92

"GARRANANGUN"**BENGITY DURRUWUTHUN,
LATE 20TH CENTURY**

painting on bark, framed

84 x 150cm (including frame)

Provenance: Private collection,
United Kingdom**£150-250**



93

ABORIGINAL PARRYING SHIELD
AUSTRALIA

carved wood, of slim form with an integral handle and incised decoration to the midsection
79cm long

Provenance: Private collection, United Kingdom
£400-600



94

ABORIGINAL CHURINGA
AUSTRALIA

carved wood, of elliptical form, with a red ochre stain, decorated with incised lines and concentric circles
71cm long

Provenance: Private collection, United Kingdom
£150-250



95

ABORIGINAL CLUB
SOUTH-EAST AUSTRALIA

carved wood, with an ovoid head, scratched grip and tapering handle, with incised decoration
74cm long

Provenance: Private collection, United Kingdom
£400-600

96

RAINFOREST SWORD CLUB
QUEENSLAND, AUSTRALIA

carved wood, of classic form with a
curving broad blade, the handle with
widespread survival of the original gum

132cm long

Provenance: Anton's Hill House,
Scotland, aquired 19th century.

£800-1,200



97

TAMI NECKREST
HUON GULF, PAPUA NEW GUINEA

carved wood, standing on a flat rectangular base with a bird (possibly a hornbill) support beneath a curved pillow, bearing a nineteenth century label reading "From N. New Guinea native pillow" and a separate metal bordered paper tag in common usage through the mid to late nineteenth century, details accentuated with lime

15cm tall

Provenance: Private collection, United Kingdom

£1,000-2,000



98

IATMUL CANOE PROW
MIDDLE SEPIK RIVER, PAPUA NEW GUINEA

carved wood, modelled as a crocodile's head

39cm long

£300-500

Provenance: Collected in situ by the Hon. Alexander Harris (1872 - 1927) whilst on an exploratory mission to Papua New Guinea c. 1910, thence by descent. Harris served as the personal secretary to the Governor of New South Wales, Lord Chelmsford. Photographs taken during Harris' journey are provided here (not included with the lot).



Note: Crocodiles are central to Iatmul life and this is reflected in their material culture. According to the Iatmul creation myth, the world was once covered by a single great ocean, the ancestral crocodile dived to its depths and brought mud to the surface, as the mud hardened and grew, it formed the land. This land still rests on the back of the crocodile, who causes earthquakes when he moves.



99

**ABORIGINAL PENDANT, LONKA LONKA
WESTERN AUSTRALIA**

carved pearl shell with incised decoration, pierced
for attachment

9.5cm tall

Provenance: Private collection, United Kingdom

£150-200

100

**PAIR OF KAP KAP PENDANTS
SOLOMON ISLANDS**

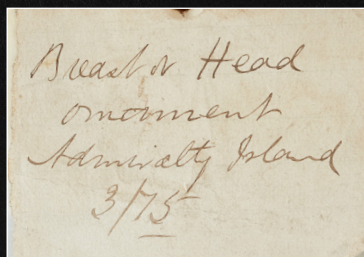
tridacna clam and turtle shell
with fibre, one plain the second
overlain with a filigree bearing
an abstract design, the reverse
with a 19th century label reading
"Breast or Head ornament
Admiralty Island 3/75" (2)

largest 13cm diameter

Provenance: Private collection,
Scotland

The example with the overlaid
filigree bears a 19th century label
suggesting a potential collection
date of March 1875.

£600-800



101

**COLLECTION OF MELANESIAN ARTEFACTS
SOLOMON ISLANDS AND PAPUA NEW GUINEA**

shell, fibre, tusk, consisting of; one Solomon Islands crescent
shaped clam shell pendant, one Solomon Islands clam shell
nose piece, one small Melanesian shell currency, New Guinea
wild pig tusk with fibre binding (4)

widest 12.5 diameter

Provenance: Private collection, Scotland

£200-300



**102****IATMUL SPEAR THROWER****SEPIK RIVER, PAPUA NEW GUINEA**

carved wood and pigment, the shaft with incised decoration throughout, the central raised section used for the guidance of the spear is coloured with white and red pigment, the top with a shallow groove for the insertion of the projectile, old inventory number MB186 written across the handle, raised on a bespoke mount

103cm long

Provenance: Private collection, Belgium

£2,000-3,000





103

**IATMUL BACK ORNAMENT
MIDDLE SEPIK, NEW GUINEA**

carved wood, shown with a long slender body, the
beak elegantly curved, the wings stretched behind,
with a perforation for attachment

111cm long

Provenance: Private collection, United Kingdom

£600-800

104

PAPUAN GULF GOPE BOARD
KIKORI RIVER DELTA, PAPUA
NEW GUINEA

carved wood and pigment, with an
ancestral figure carved in shallow
relief, text on the reverse reads
"KIKORI RIVER DELTA WESTERN
PAPUA NOV 1961", mounted

115cm tall

Provenance: Lucas Ratton, Paris

Private collection, United States

Acquired in situ November 1961

£3,000-5,000





105

**INITIATION FIGURE, TETEPEKU
BURUI KUNAI REGION, NEW GUINEA**

carved wood, with an oval head, long
nose and mouth agape, the long torso
leading down to the splayed legs,
presented on a bespoke mount

110.5cm tall

Provenance: Wayne Heathcote, New York
£12,000-18,000



"The complex male initiation cycle of the Abelam people is restricted to men. However, its sacred spaces and sculptures are often suffused with female symbolism and imagery.

In the highest initiation rites, tetepeku, slender female images with long legs spread wide, are erected inside the men's ceremonial house above the main entrance and the entrances to the interior passages and initiation chamber.

As they enter the house or initiation chamber, the male initiates stoop or crawl beneath the tetepeku, emerging from between her legs into the sacred space beyond, an act likely symbolic of the rebirth of the novices as initiated men.

Once past the tetepeku, the full splendor of the initiation chamber, with its brilliantly colored paintings and carvings representing the clan spirits (nggwalndu) and other supernatural beings is revealed.

Although smaller than most examples, this figure is almost certainly a tetepeku. Repainted many times, it likely witnessed the transformation of generations of novices into initiated men."

Metropolitan Museum of Art
describing a similar figure
(accession number 1978.412.819)



106

GOPE BOARD
PAPUA NEW GUINEA

carved wood pigment, with an ancestor figure carved in shallow relief

159cm long

Provenance: Private collection, United Kingdom

£200-300



107

THREE SHELL NECKLACES
PAPUA NEW GUINEA

fibre, kina shell and cowrie shell, presented on bespoke mounts (3)

Largest 27cm diameter

Provenance: Private collection, United Kingdom

£300-500



108

THREE KINA AND A PENDANT
PAPUAN GULF, PAPUA NEW GUINEA

shell and fabric, three crescent shaped kina currencies (two with fabric bands attached) and an oval pendant decorated with an incised depiction of a sailing ship (4)

widest 17cm diameter

Provenance: Private collection, Scotland

£200-300



109

WAHGI VALLEY SHIELD
WESTERN HIGHLANDS,
PAPUA NEW GUINEA

carved wood, pigment and
 binding, with an abstract design
 of a central circle with radiating
 lines, perforations around
 the border of the design, the
 reverse with a carrying sling

153cm tall

Provenance: Private collection,
 United Kingdom

£1,000-2,000



110

FISH HOOK SOLOMON ISLANDS

shell, grass and natural fibre,
the pearl shell lure with a grass
hackle and hook intricately
tied with natural fibres

11cm long

Provenance: Private collection,
Scotland

£300-500

111

COLLECTION OF TABUA FIJI

whale teeth and sennit, a set of four
tabua, two pierced at either end
with a braided sennit cord attached,
one signed with the name
"NAVAUROA" (4)

longest 16cm

Provenance: Private
collection, Scotland

£600-800



112

KWOMA MINJA SPIRIT FIGURE
UPPER SEPIK RIVER, PAPUA NEW GUINEA

carved wood and pigment, with a classic open smiling mouth and long nose, the central body with sinuous protrusions representing serpents and coloured with various pigments in flowing motifs

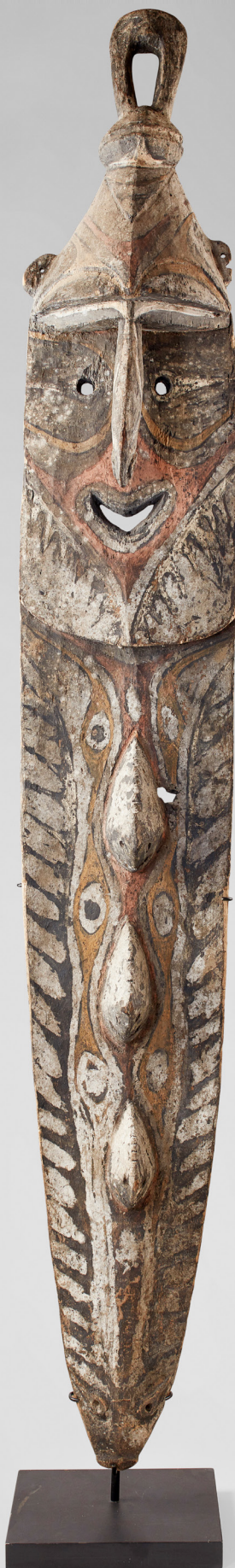
205cm tall

Provenance: Private collection, Holland

Private collection, United Kingdom

Note: "A variety of carvings are made by the Kwoma and Nukuma people that are used in both age grade rituals and ceremonies relating to the cultivation and harvesting of yams. Mindja, one of three types of carvings are recognizable by their large size, prominent nose, and rows of upturned spikes or spears that represent snakes. Mindja carvings are said to represent water spirits living in the lakes that are sometimes seen just under the surface of the water. Each Kwoma clan owned a pair that was shown in rotation from year to year. The term mindja applies to the rituals, the sacred objects, and the social divisions." (Newton 1971:82-87)

£8,000-12,000



113

**CANNIBAL FORK,
AI CULA NI BOKOLA
FIJI**

carved wood, with four prongs
and handle with flaring terminal

21.5cm long

Provenance: Private collection,
United Kingdom. Acquired 1930s

£400-600



114

**DANCE STAFF
AMBRYM, VANUATU**

carved wood and beads, the head carved
with a prominent nose, inlaid eyes and deep
brow beneath a flaring flange, tapering to a
cylindrical shaft with a bulb terminal

41.5cm long

Provenance: Private collection, United Kingdom

£300-500





115

**SAMOAN TAPA CLOTH,
SIAPO MAMANU
SAMOA**

pigment on bark cloth,
of rectangular form,
with panels split into
two triangles containing
opposing breadfruit leaf
motifs separated by borders
of diamonds and parallel
lines, painted freehand

210 x 170cm

Provenance: Private
collection, United Kingdom,
acquired by the family
c. 1940's and thence by
descent.

£1,000-2,000

116

**TAPA CLOTH
SAMOA**

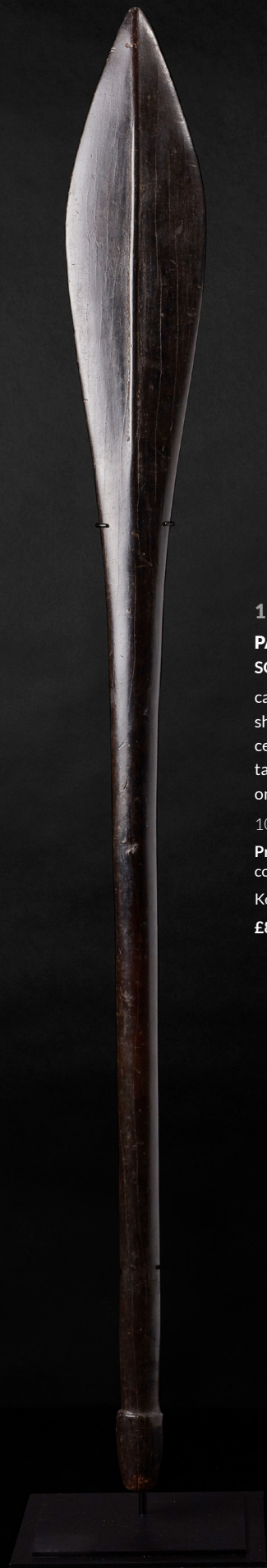
bark cloth and pigment, the
tapa divided into six panels,
all decorated with varying
floral and foliage designs,
dated 1932, framed

150 x 113cm (inc frame)

Provenance: Private
collection, United Kingdom,
bought at an agricultural
fair outside Apia in the early
1930s, thence by descent.

£300-500



**117****PADDLE CLUB
SOLOMON ISLANDS**

carved wood, with paddle shaped blade, raised central rib and handle tapering to a point, raised on a bespoke mount

108cm long

Provenance: Private collection, United Kingdom
Kevin Conru, Brussels

£800-1,000

**118****ROOTSTOCK CLUB, VUNIKAU
FIJI**

carved wood, the rootstock of a tree forming the head, the grip decorated with incised tavatava

114cm tall

Provenance: Private collection, Scotland

£500-700

119

**MAORI TREASURE BOX,
WAKA HUIA
NEW ZEALAND**

carved wood, of canoe shaped form, with a carved tiki at each end, one with a single inlaid eye, the exterior of the box carved all over with scrolls and notched ornamentation

36cm long

Provenance: Private collection, Scotland

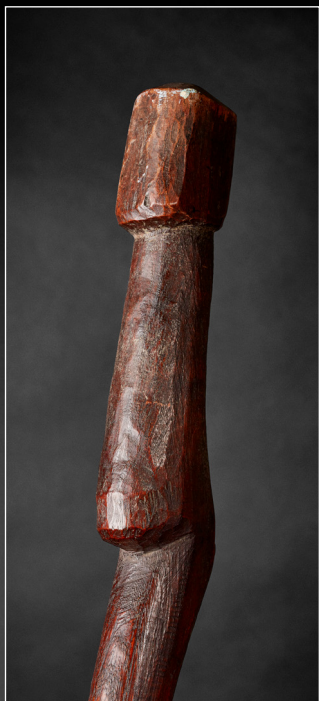
£3,000-5,000



Note: This Waka huia would have contained ornaments and other valuable objects. It would have hung from the rafters of the house to keep its powerful contents out of the reach of children. As it would have been viewed from below, the underside is ornately carved.

Its contents would have included personal ornaments for the decoration of the head; specifically the tail feathers of the huia, a heru (hair comb) and hei-tiki pendant. As these items came into contact with the head, the most sacred part of the body, they would absorb the mana (power) of the wearer. For this reason the box that contained them was also considered sacred and imbued with the mana of their owner.





120

MAORI PADDLE
NEW ZEALAND

carved wood, with a leaf shaped paddle,
curving shaft and raised grip

148cm long

Provenance: Private collection, United Kingdom

Note: This fine Maori paddle is striking in its simplicity. With significant evidence of age and use, great care has been taken in its production to create an elegant, sinuous form.

£2,000-3,000

121

MAORI STAFF CLUB, TAIAHA
NEW ZEALAND

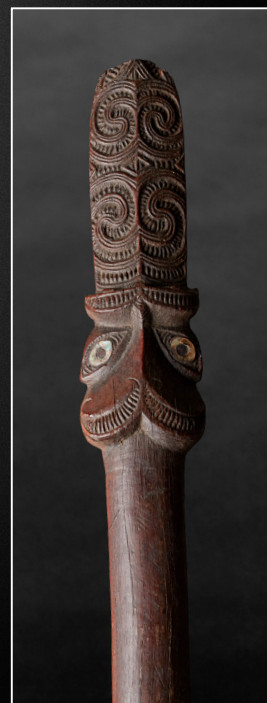
carved wood and mother of pearl, carved
wood, long tapering shaft terminating
in carved Janus tiki with inlaid eyes and
protruding tongue, raised on a bespoke mount

176.5cm

Provenance: Private collection, United Kingdom

Ricky Gallagher, United States

£1,000-1,500





124

**MAORI CLUB, WAHAIKA
NEW ZEALAND**

carved wood, with a full-figure
tiki on the blade and tiki head
on the base of the handle

46.5cm long

Provenance: Private collection,
United Kingdom

£500-700



122

**MAORI NECK PENDANT, HEI-TIKI
NEW ZEALAND**

carved nephrite, the ornament with carved features,
the head angled and arms shown held to the legs

4.5cm tall

Provenance: Private collection, United Kingdom

£400-600



123

**MAORI WEAVING PEG, TURUTURU
NEW ZEALAND**

carved wood, with a rounded terminal handle,
narrowing at the neck before widening again and
tapering to a point, the upper third below the handle
ornately carved, with lizard figures reaching down
from the neck into the body of the incised decoration,
fine reddish patina, bearing a Sotheby's Chester label

36.5cm long

Provenance: Private collection, United Kingdom

Note: Maori turuturu were used to pin the garment
in place as it was being woven, their often ornate
decoration illustrates a ritual significance. Garment
weaving was conducted by women and was a highly
formalised process learned over many years. The left-
hand peg was always left plain, whilst the right hand was
carved and dedicated to the lunar goddess, Hine-te-
iwaiva.

Maia Nuku, 2017, The Metropolitan Museum, New York

£3,000-5,000





125

**FINE CHIEFTAIN'S STOOL, NO'OANGA
COOK ISLANDS**

carved tamanu wood, of classic form, the seat arching gracefully and supported by four legs with teardrop shaped feet, the wood finely grained and richly patinated

44cm long

Provenance: Private collection, United States

£4,000-6,000

126

PHOTO ALBUM

NEW ZEALAND, AUSTRALIA AND PENINSULAR MALAYSIA, 1882

A collection of albumen prints dating to 1882, cataloguing travel across Singapore, Australia & New Zealand. With a number of natural landscape shots and a selection containing human subjects including; a Maori man reclining in front of a wharepuni, the community posing in front of the meeting house in Ohinemutu and a range of portraits of both Maori and Australian Aboriginal men and women (twelve photos featuring human subjects in all).

from 8.5cm x 7.5cm to 34.75cm x 24.5cm

£2,000-3,000



Aboriginal Australian.

CONDITIONS OF SALE 19.2

FOR BUYERS (UK)

These Conditions of Sale and the Saleroom Notices as well as specific Catalogue terms, set out the terms on which we offer the Lots listed in this Catalogue for sale. By registering to bid and/or by bidding at auction You agree to these terms, we recommend that You read them carefully before doing so. You will find a list of definitions and a glossary at the end providing explanations for the meanings of the words and expressions used.

Special terms may be used in Catalogue descriptions of particular classes of items (Books, Jewellery, Paintings, Guns, Firearms, etc.) in which case the descriptions must be interpreted in accordance with any glossary appearing in the Catalogue. These notices and terms will also form part of our terms and conditions of sales.

In these Conditions the words "Us", "Our", "We" etc. refers to Lyon & Turnbull Ltd, the singular includes the plural and vice versa as appropriate. "You", "Your" means the Buyer.

Lyon & Turnbull Ltd. acts as agent for the Seller.

A. BEFORE THE SALE

1. DESCRIPTIONS OF LOTS

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 only accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the Auctioneer or our employees or agents accept liability for the correctness of such opinions and no warranties, whether relating to description, condition or quality of Lots, express, implied or statutory, are given. Please note that photographs/images provided may not be fully representative of the condition of the Lot and should not be relied upon as indicative of the overall condition of the Lot. All dimensions and weights are approximate only.

2. OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a Lot apart from our authenticity warranty contained in paragraph E.2 and to the

extent provided below.

(a) Condition Reports: Condition Reports are provided on our Website or upon request. The absence of a report does not imply that a Lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and administration will endeavour to respond to all requests although we offer no guarantee. Any statement in relation to the Lot is merely an expression of opinion of the Seller or us and should not be relied upon as an inducement to bid on the Lot. Lots are available for inspection prior to the sale and You are strongly advised to examine any Lot in which You are interested prior to the sale. Our Condition Reports are not prepared by professional conservators, restorers or engineers. Our Condition Report does not form any contract between us and the Buyer. The Condition Reports do not affect the Buyer's obligations in any way.

(b) Estimates: Estimates are placed on each Lot to help Buyers gauge the sums involved for the purchase of a particular Lot. Estimates do not include the Buyer's Premium or VAT. Estimates are a matter of opinion and prepared in advance. Estimates may be subject to change and are for guidance only and should not be relied upon.

(c) Catalogue Alterations: Lot descriptions and Estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the Catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware to any alterations which may have occurred.

3. WITHDRAWAL

Lyon & Turnbull may, at its discretion, withdraw any Lot at any time prior to or during the sale of the Lot. Lyon & Turnbull has no liability to You for any decision to withdraw.

4. JEWELLERY, CLOCKS & OTHER ITEMS

(a) Jewellery:

(i) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to enhance their look, through methods such as heating and oiling. These methods are accepted practice but may make the gemstone less strong and/or require special care in future.

(ii) All types of gemstones may have been improved by some method. You may request a gemmological report for any Lot which does not have a report if the request is made to us at least three weeks before the date of the sale and You pay the fee for the report in advance of receiving said report.

(iii) We do not obtain a gemmological

report for every gemstone sold in our sales. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports may be described in the Sale Particulars. Reports will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(iv) For jewellery sales, all Estimates are based on the information in any gemmological report or, if no gemmological report is available, You should assume that the gemstones may have been treated or enhanced.

(b) Clocks & Watches: All Lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, we make no representation or warranty that any clock or watch is in working order.

As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Buyers should also be aware that we cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally. Clocks may be sold without pendulums, weights or keys.

(c) Alcohol: may only be sold to persons aged of 18 years and over. By registering to bid, You affirm that You are at least that age. All collections must be signed for by a person over the age of 18. We Reserve the right to ask for ID from the person collecting. Buyers of alcohol must make appropriate allowances for natural variations of ullages, conditions of corks and wine. We can provide no guarantees as to how the alcohol may have been stored. There is always a risk of cork failure and allowance by the Buyer must be made. Alcohol is sold "as is" and quality of the alcohol is entirely at the risk of the Buyer and no warranties are given.

(d) Books-Collation: If on collation any named item in the sale Catalogue proves defective, in text or illustration the Buyer may reject the Lot provided he returns it within 21 days of the sale stating the defect in writing. This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings nor in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text nor in respect of Defects mentioned in the Catalogue, or at the time of sale, nor in respect of Lots sold for less than £300.

(e) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

(f) Upholstered items: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations). Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given. We provide no guarantee as to the originality of any wood/material contained within the item.

B. REGISTERING TO BID

1. NEW BIDDERS

(a) If this is Your first time bidding at Lyon & Turnbull or You are a returning Bidder who has not bought anything from us within the last two years You must register at least 48 hours before an auction to give us enough time to process and approve Your registration. We may, at our discretion, decline to permit You to register as a Bidder. You will be asked for the following:

(i) Individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of Your current address (for example, a current utility bill or bank statement)

(ii) Corporate clients: Your Certificate of Incorporation or equivalent document(s) showing Your name and registered address together with documentary proof of directors and beneficial owners, and;

(iii) Trusts, partnerships, offshore companies and other business structures please contact us directly in advance to discuss requirements.

(b) We may also ask You to provide a financial reference and/or a deposit to allow You to bid. For help, please contact our Finance Department on +44(0)131 557 8844.

2. RETURNING BIDDERS

We may at our discretion ask You for current identification as described in paragraph B.1.(a) above, a finance reference or a deposit as a condition of allowing You to bid. If You have not bought anything from us in the last two years, or if You want to spend more than on previous occasions, please contact our Finance Department on +44(0)131 557 8844.

3. FAILURE TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion You do not satisfy our Bidder identification and registration procedures including, but not limited to, completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register You to bid, and if You make a successful bid, we may cancel the contract between You and the Seller.

4. BIDDING ON BEHALF OF ANOTHER PERSON

(a) As an authorised Bidder: If You are bidding on behalf of another person, that person will need to complete the registration requirements above before You can bid, and supply a signed letter authorising You to bid for him/her.

(b) As agent for an undisclosed principal: If You are bidding as an agent for an undisclosed principle (the ultimate Buyer(s)) You accept personal liability to pay the Purchase Price and all other sums due, unless it has been agreed in writing with us before commencement of the auction that the Bidder is acting as an agent on behalf of a named third party acceptable to us and we will seek payment from the named third party.

5. BIDDING IN PERSON

If You wish to bid in the saleroom You must register for a numbered bidding paddle before You begin bidding. Please ensure You bring photo identification with You to allow us to verify Your registration.

6. BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and we are not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(a) Phone bids

Your request for this service must be made no later than 12 hours prior to the auction. We will accept bids by telephone for Lots only if our staff are available to take the bids. If You need to bid in a language other than English You should arrange this Well before the auction. We do not accept liability for failure to do so or for errors and omissions in connections.

(b) Internet Bids

For certain auctions we will accept bids over the internet. For more information please visit our Website. We will use reasonable efforts to carry out online bids and do not accept

liability for equipment failure, inability to access the internet or software malfunctions related to execution of online bids/live bidding.

(c) Written Bids

While 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 shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor 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. Bids must be expressed in the currency of the saleroom. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the Reserve. If You make a written bid on a Lot which does not have a Reserve and there is no higher bid than Yours, we will bid on Your behalf at around 50% of the lower Estimate or, if lower, the amount of Your bid.

C. DURING THE SALE

1. ADMISSION TO OUR AUCTIONS

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. We may refuse admission at any time before, during or after the auction.

2. RESERVES

Unless indicated by an insert symbol (Δ), all Lots in this Catalogue are offered subject to a Reserve. A Reserve is the confidential Hammer Price established between us and the Seller. The Reserve is generally set at a percentage of the low Estimate and will not exceed the low Estimate for the Lot.

3. AUCTIONEER'S DISCRETION

The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion. The Auctioneer may move the bidding backwards of forwards in any way he or she may decide or change the order of the Lots. The Auctioneer may also; refuse any bid, withdraw any Lot, divide any Lot or combine any two or more Lots, reopen or continuing bidding even after the hammer has fallen.

4. BIDDING

The Auctioneer accepts bids from:

- (a) Bidders in the saleroom;
- (b) Telephone Bidders, and internet Bidders through Lyon & Turnbull Live or any other online bidding platform we have chosen to list on and;
- (c) Written bids (also known as absentee bids or commission bids) left with us by a Bidder before the auction.

5. BIDDING INCREMENTS

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

6. CURRENCY CONVERTER

The saleroom video screens and bidding platforms may show bids in some other major currencies as Well as sterling. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. We are not responsible for any error (human or otherwise) omission or breakdown in providing these services.

7. SUCCESSFUL BIDS

Unless the Auctioneer decides to use their discretion as set out above, when the Auctioneer's hammer falls, we have accepted the last bid. This means a contract for sale has been formed between the Seller and the successful Bidder. We will issue an invoice only to the registered Bidder who made the successful bid. While we send out invoices by post/or email after the auction, we do not accept responsibility for telling You whether or not Your bid was successful. If You have bid by written bid, You should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of our bid to avoid having to pay unnecessary storage charges.

8. RELEVANT LEGISLATION

You agree that when bidding in any of our sales that You will strictly comply with all relevant legislation including local laws and regulations in force at the time of the sale for the relevant saleroom location.

D. THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

1. THE PURCHASE PRICE

For each Lot purchased a Buyer's Premium of 25% of the Hammer Price of each Lot up to and including £300,000, plus 20% from £300,001 thereafter. VAT at the appropriate rate is charged on the Buyer's Premium. No VAT is payable on the Hammer Price or premium for printed books or unframed maps bought at auction. Live online bidding may be subject to an additional premium (level dependent on the live bidding service provider chosen). This additional premium is subject to VAT at the appropriate rate as above.

2. VALUE ADDED TAX

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.

(a) Lots affixed with (†): Value Added Tax on the Hammer Price is imposed by law on all items affixed with a dagger (†). This imposition of VAT may be because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

(b) Lots affixed with (*): A reduced rate of Value Added Tax on the Hammer Price of 5% is payable. This indicates

that a Lot has been imported from outside the European Union. This reduced rate is applicable to Antique items.

(c) Lots affixed with [Ω]: Standard rate of Value Added Tax on the Hammer Price and premium is payable. This applies to items that have been imported from outside the European Union and do not fall within the reduced rate category outlined above.

3. ARTIST'S RESALE ROYALTY (DROIT DE SUITE)

This symbol § indicates works which may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012 this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the Buyer on the Hammer Price and in addition to the Buyer's Premium. It will not apply to works where the Hammer Price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ('DACS') and no handling costs or additional fees are retained by the Auctioneer. Resale royalties are not subject to VAT. Please note that the royalty payment is calculated on the rate of exchange at the European Central Bank on the date of the sale. More information on Droit de Suite is available at www.dacs.org.uk.

E. WARRANTIES

1. SELLER'S WARRANTIES

For each Lot, the Seller gives a warranty that the Seller;

- (a) Is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners, or if the Seller is not the owner of or a joint owner of the Lot, has the permission of the owner to sell the Lot, or the right to do so in law; and;
 - (b) Had the right to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else.
- If either other above warranties are incorrect, the Seller shall not have to pay more than the Purchase Price (as defined in the glossary) paid by You to us. The Seller will not be responsible to You for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expense. The Seller gives no warranty in relation to any Lot other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to You, and all obligations upon the Seller which may be added to this agreement by law, are excluded.

2. AUTHENTICITY GUARANTEE

We guarantee that the authorship, period, or origin (collectively, "Authorship") of each Lot in this Catalogue is as stated in the BOLD or CAPITALISED type heading in the Catalogue description of the Lot, as amended by oral or written saleroom notes or announcements. We make no warranties whatsoever, whether express or implied, with respect to any material in the Catalogue other than that appearing in the Bold or Capitalised heading and subject to the exclusions below.

In the event we, in our reasonable opinion, deem that the conditions of the authenticity guarantee have been satisfied, it shall refund to the original purchaser of the Lot the Hammer Price and applicable Buyer's Premium paid for the Lot by the original purchaser. This Guarantee does not apply if:

- (a) The Catalogue description was in accordance with the opinion(s) of generally accepted scholar(s) and expert(s) at the date of the sale, or the Catalogue description indicated that there was a conflict of such opinions; or
- (b) the only method of establishing that the Authorship was not as described in the Bold or Capitalised heading at the date of the sale would have been by means or processes not then generally available or accepted; unreasonably expensive or impractical to use; or likely (in our reasonable opinion) to have caused damage to the Lot or likely to have caused loss of value to the Lot; or

- (c) There has been no material loss in value of the Lot from its value had it been in accordance with its description in the Bold or Capitalised type heading.

This Guarantee is provided for a period of one year from the date of the relevant auction, is solely for the benefit of the original purchaser of the Lot at the auction and may not be transferred to any third party. To be able to claim under this Authenticity Guarantee, the original purchaser of the Lot must:

- (a) notify us in writing within one month of receiving any information that causes the original purchaser of record to dispute the accuracy of the Bold or Capitalised type heading, specifying the Lot number, date of the auction at which it was purchased and the reasons for such dispute; and
- (b) return the Lot to our registered office in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from any third party claims arising after the date of such sale.

We have discretion to waive any of the above requirements. We may require the original purchaser of the Lot to obtain, at the original purchaser of Lot's cost, the reports of two independent and recognised experts in the field. The reports must be mutually acceptable to us and the original

purchaser of the Lot. We shall not be bound by any reports produced by the original purchaser of the Lot, and Reserves the right to seek additional expert advice at its own expense. It is specifically understood and agreed that the rescission of a sale and the refund of the original Purchase Price paid (the successful Hammer Price, plus the Buyer's Premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law. Lyon & Turnbull and the Seller shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

3. YOUR WARRANTIES

- (a) You warrant that the funds used for settlement are not connected with any criminal activities, including tax evasion and You are neither; under investigation, have been charged with or convicted of money laundering, terrorist activities or other crimes.

- (b) Where You are bidding on behalf of another person You warrant that:

- (i) You have conducted appropriate customer due diligence on the ultimate Buyer(s) of the Lot(s) in accordance with all relevant anti-money laundering legislation, consent to us relying on this due diligence, and You will retain for a period of not less than five years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by a third party auditor upon our written request to do so;

- (ii) The arrangements between You and the ultimate Buyer(s) in relation to the Lot or otherwise do not, in whole or in part, facilitate tax crimes, and;

- (iii) You do not know, and have no reason to suspect that the funds used for settlement are connected with the proceeds of any criminal activity, including tax evasion, or that the ultimate Buyer(s) are under investigation or have been charged with or convicted of money-laundering, terrorist activities, or other crimes.

F. PAYMENT

1. MAKING PAYMENT

- (a) Within 7 days of a Lot being sold You will pay to us the Total Amount Due in cash or by such other method as is agreed by us. We accept cash, bank transfer (details on request), debit cards and Visa or MasterCard credit cards. Please note that we do not accept cash payments over £5,000 per Buyer per year.

- (b) Any payments by You to us can be applied by us towards any sums owing by You to us howsoever incurred and without agreement by You or Your agent, whether express or implied.

- (c) We will only accept payment from the registered Bidder. Once issued, we cannot change the Buyer's name on an invoice or re-issue the invoice in a different name.

- (d) 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. The risk in and the responsibility for the Lot will transfer to You from whichever is the earlier of the following:

- (i) When You collect the Lot; or
- (ii) At the end of the 30th day following the date of the auction, or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with You in writing.
- (e) You shall at Your own risk and expense take away any Lots that You have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any cheque used for payment whichever is later. We can provide You with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.
- (f) No purchase can be claimed or removed until it has been paid for.
- (g) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

2. IN THE EVENT OF NON-PAYMENT

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 Sellers and on their 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:

- (a) To proceed against You for damages for breach of contract;
- (b) To rescind the contract for sale of that Lot and/or any other Lots sold by us to You;
- (c) To resell the Lot(s) (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).

- (d) To remove, store and insure the Lot in the case of storage, either at our premises or elsewhere and to recover from You all costs incurred in respect thereof;

- (e) To charge interest at a rate of 5% a year above the Bank of Scotland base rate from time to time on all sums outstanding for more than 7 working days after the sale;

- (f) To retain that or any other Lot sold to You until You pay the Total Amount Due;

- (g) To reject or ignore bids from You or Your agent at future auctions or to impose conditions before any such bids shall be accepted;

- (h) To apply any proceeds of sale of other Lots due or which become due to You towards the settlement of the Total Amount Due by You and to exercise a lien over any of Your

property in our possession for any purpose until the debt due is satisfied. You will be deemed to have granted such security to us and we may retain such property as collateral security for Your obligations to us; we may decide to sell Your property in any way we think appropriate. We will use the proceeds of the sale against any amounts You owe us and we will pay any amount left from that sale to You. If there is a shortfall, You must pay us the balance; and

- (i) Take any other action we see necessary or appropriate.

G. COLLECTION & STORAGE

- (1) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time. Information on collection is set out in the Catalogue and our Website

- (2) Unless agreed otherwise, You must collect purchased Lots within seven days from the auction. Please note the Lots will only be released upon full payment being received.

- (3) If You do not collect any Lot within seven days following the auction we can, at our discretion;

- (i) Charge You storage costs at the rates set out on our Website.

- (ii) Move the Lot to another location or an affiliate or third party and charge You transport and administration costs for doing so and You will be subject to the third party storage terms and pay for their fees and costs.

- (iii) Sell the Lot in any way we think reasonable.

H. TRANSPORT & SHIPPING

1. TRANSPORT AND SHIPPING

We will include transport and shipping information with each invoice sent to You as well as displayed on our Website. You must make all transport and shipping arrangements.

2. 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, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the Buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the Lot.

3. CITES: ENDANGERED PLANTS AND ANIMALS LEGISLATION

Please be aware that all Lots marked with the symbol Y may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites>

We accept no liability for any Lots which may be subject to CITES but have not been identified as such.

I. OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information given, by us, our representatives or employees about any Lot other than as set out in the authenticity warranty and as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The Seller's warranties contained in paragraph E.1 are their own and we do not have a liability in relation to those warranties.

(b) (i) We are not responsible to You for any reason whether for breaking this agreement or any other matter relating to Your purchase of, or bid for, any Lot other than in the event of fraud or fraudulent misrepresentation by us other than as expressly set out in these conditions of sale; or

(ii) We do not give any representation, warranty or guarantee or assume any liability for a kind in respect of any Lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance, except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Lyon & Turnbull Live, Condition Reports, currency converter and saleroom video screens are free services and we are not responsible for any error (human or otherwise) omission or breakdown in these services.

(d) We have no responsibility to any person other than a Buyer in connection with the purchase of any Lot

(e) If in spite of the terms of this paragraph we are found to be liable to You for any reason, we shall not have to pay more than the Purchase Price paid by You to us. We will not be responsible for any reason for loss of profits, business, loss of opportunity or value, expected savings or interest, costs damages or expenses.

J. OTHER TERMS

1. OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel the sale of a Lot if;

- (i) Any of our warranties are not correct, as set out in paragraph E.3,
- (ii) We reasonably believe that completing the transaction is or may be unlawful; or
- (iii) We reasonably believe that the sale places us or the Seller under any liability to anyone else or may damage our reputation.

2. RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law if You do not wish to be videotaped, You may make arrangements to bid by telephone or a written bid or bid on Lyon & Turnbull Live instead. Unless we agree otherwise in writing, You may not videotape or record proceedings at any auction.

3. COPYRIGHT

We own the copyright in respect of all images, illustrations and written material produced by or for us relating to a Lot. (Including Catalogue entries unless otherwise noted in the Catalogue) You cannot use them without our prior written permission. We do not offer any guarantee that You will gain any copyright or other reproductions to the Lot.

4. ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as deleted and the rest of this agreement will remain in force.

5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer Your rights of responsibilities under these terms on the contract of sale with the Buyer unless we have given our written permission. This agreement will be binding on Your successors or estate and anyone who takes over Your rights and responsibilities.

6. REPORTING ON WWW.LYONANDTURNBULL.COM

Details of all Lots sold by us, including Catalogue disruptions and prices, may be reported on www.lyonandturnbull.com. Sales totals are Hammer Price plus Buyer's Premium and do not reflect any additional fees that may have been incurred. We regret we cannot agree to requests to remove these details from our Website.

7. SALE BY PRIVATE TREATY

(a) The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) We undertake to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a Lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

8. 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 premises, safety and security arrangements. Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

9. DATA PROTECTION

Where we obtain any personal information about You, we shall use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) You may have given at the time Your information was disclosed). A copy of our Privacy Policy can be found on our Website www.lyonandturnbull.com or requested from Client Services, 33 Broughton Place, Edinburgh, EH1 3RR or by email from data.enquiries@lyonandturnbull.com.

10. FORCE MAJEURE

We shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

11. LAW AND JURISDICTION

(a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law

(b) Jurisdiction: The Buyer agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

K. DEFINITIONS & GLOSSARY

The following words and phrases used have (unless the context otherwise requires) the meaning to be given to them below. The Glossary is to assist You to understand words and phrases which have a specific legal meaning which You may not be familiar with.

1. DEFINITIONS

"Auctioneer" Lyon & Turnbull Ltd (Registered in Scotland No: 191166) Registered address: 33 Broughton Place, Edinburgh, EH1 3RR or its authorised representative conducting the sale, as appropriate;

"Bidder" a person who has completed a Bidding Form

"Bidding Form" our Bidding Registration Form our Absentee Bidding Form or our Telephone Bidding Form.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to by the words "You" and "Your"

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in Catalogue.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation on our Website

"Condition Report" the report on the physical condition of a Lot provided to a Bidder or potential Bidder by us on behalf of the Seller.

"Estimate" a statement of our opinion of the range within the hammer is likely to fall.

"Hammer Price" the level of bidding reached (at or above any Reserve) when the Auctioneer brings down the hammer;

"High Cumulative Value of Lot" several Lots with a total lower Estimate value of £30,000 or above;

"High Value Lot" a Lot with a lower Estimate of £30,000 or above;

"Lot" each item offered for sale by Lyon & Turnbull;

"Purchase Price" is the aggregate of Hammer Price and any applicable Buyer's Premium, VAT on the Hammer Price (where applicable), VAT on the Buyer's Premium and any other applicable expenses;

"Reserve" the lowest price below which an item cannot be sold whether at auction or by private treaty;

"Sale" the auction sale at which a Lot is to be offered for sale by us.

"Seller" the person who offers the Lot for Sale. We act as agent for the Seller.

"Total Amount Due" the Hammer Price in respect of the Lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions;

"VAT" value added tax at the prevailing rate at the date of the sale in the United Kingdom.

"Website" Lyon & Turnbull's Website at www.lyonandturnbull.com

2. GLOSSARY

The following have specific legal meaning which You may not be familiar with. The following glossary is intended to give You an understanding of those expressions but is not intended to restrict their legal meanings:

"Artist's Resale Right" the right of the creator of a work of art to receive a payment on Sales of that work subsequent to

"Knocked Down" when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"Lien" a right for the person who has possession of the Lot to retain possession of it.

"Risk" the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"Title" the legal and equitable right to the ownership of a Lot.

GUIDE TO **BIDDING & PAYMENT**

REGISTRATION

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, by fax or on our website. Please note that all first time bidders at Lyon & Turnbull will be asked to supply the following documents in order to facilitate registration:

- 1 – Government issued photo ID (Passport/Driving licence)
- 2 – Proof of address (utility bill/bank statement).

We may, at our option, also ask you to provide a bank reference and/or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale.

BIDDING

At the Sale Registered bidders will be assigned a bidder number and given a paddle for use at the sale. Once the first bid has been placed, the auctioneer asks for higher bids in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you. Please ensure that the auctioneer repeats your bidder number correctly when confirming the sale. If there is any doubt at this stage as to the hammer price or buyer it must be brought to the auctioneer's attention immediately. All lots will be invoiced to the name and address given on your registration form, which is non-transferable.

HOW TO BID

BY PHONE

A limited number of telephone lines are available for bidding by phone through a Lyon & Turnbull representative. Phone lines must be reserved in advance. All bid requests must be received an hour before the sale. All telephone bids must be confirmed in writing, listing the relevant lots and appropriate number to be called. We recommend that a covering bid is also left in the event that we are unable to make the call. We cannot guarantee that lines will be available, or that we will be able to call you on the day, but will endeavour to undertake such bids to the best of our abilities. This service is available entirely at our discretion and at the bidder's risk.

IN WRITING

Bid forms are available at the sale and/or the back of the catalogue. These should be submitted in person, by post, or by fax as soon as possible prior to the sale and we will bid on your behalf up to the limit indicated. In the event of receiving two identical bids the first one received will take precedence. All bids must be received an hour before the sale. This service is provided entirely at the bidder's risk.

ON THE INTERNET

A fully-illustrated catalogue is available on our website. Registered bidders may leave absentee bids through the website and will receive email confirmation of their bid.

Live online bidding is also available - access through our website, or download the live bidding app L&T Live. This service is offered for no additional fee.

PAYMENT

Payment is due within seven (7) days of the sale. Lots purchased will not be released until full payment has been received. Payment may be made by the following methods:

BANK TRANSFER

Account details are included on any invoices we issue or upon request from our accounts department.

CREDIT OR DEBIT CARDS

Payment can be made by Visa Debit, Maestro, Mastercard or Visa Credit cards.

ONLINE CARD PAYMENTS

We no longer accept card payments by phone.

Please use our online payment service (provided by Cardstream/Credorax).

You will find a link to this service in any email invoice issued or you can visit the payments section of our website.

CHEQUE

Cheques should be made payable to Lyon & Turnbull Ltd. We reserve the right to wait until cheques have been cleared by our bankers before releasing bought goods. Cheques can be cleared prior to sale on request. Cheques drawn by third parties cannot be accepted. If paying by post please include the slip from your invoice.

CASH

Cash payments can be made at the accounts desk during or after a sale. Cash payments are limited to £5,000 once per year.



LYON & TURNBULL
AUCTIONEERS SINCE 1826

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