

IMPORTANT STAMPS OF INDIA



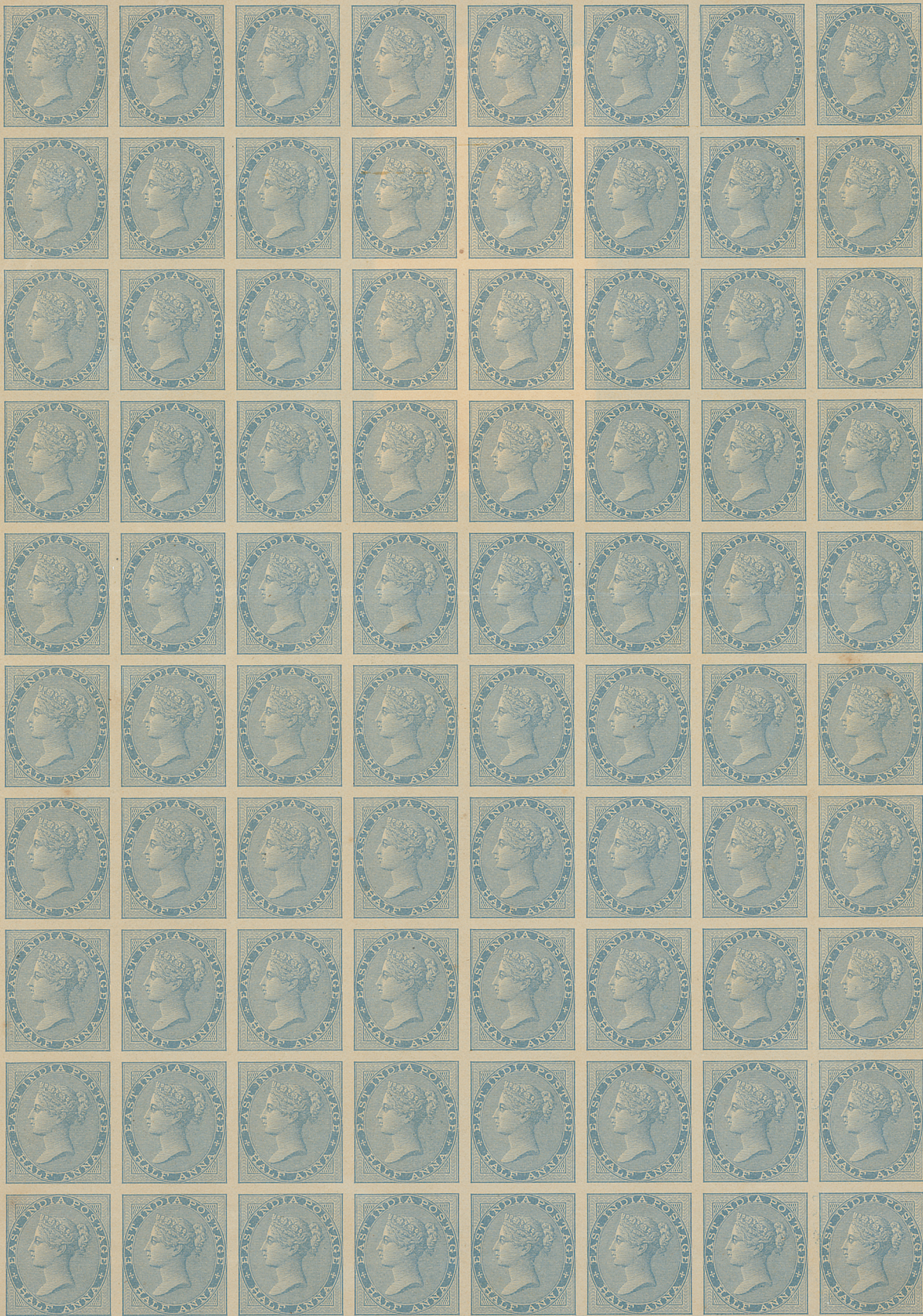
SPINK

WHERE HISTORY IS VALUED

5 DECEMBER 2019

LONDON

ONE QUARTER SHEET CONTAINING 80 STAMPS—TWO RUPEES & EIGHT ANNAS



POSTAGE EAST INDIA

IMPORTANT STAMPS OF INDIA

Sale Venue:

The Royal Philatelic Society London

15 Abchurch Lane

2nd Floor

London

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Vat No: GB 791627108



- Sale Details | Thursday 5 December 2019 at 11.00 a.m.
When sending commission bids or making enquiries,
this sale should be referred to as **INDIA - 19063**
- Viewing of Lots | **At Spink London**
Tuesday 3 December 2019 at 10:00 a.m. – 5:00 p.m.
- | **At The Royal Philatelic Society London**
Wednesday 4 December 2019 at 10:00 a.m. – 5:00 p.m.
- | Private viewing by appointment only

Live platform | **SPINK LIVE**

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Front Cover Illustration: 3 Back Cover Illustration: 14

Image: 1818 John Pinkerton Map of India ©

Inside Front Cover Illustration: 7 Inside Back Cover Illustrations: 12, 26

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Prospective buyers who wish to obtain an expert opinion on any lot (other than a mixed lot or lot containing undescribed stamps) are requested to notify Spink in writing not less than forty-eight hours before the time fixed for the commencement of the first session of the sale. If accepted by Spink, such request shall have the same effect as notice of an intention to question the authenticity of the lot for the purposes of Condition 3.4 of our Terms and Conditions for Buyers.

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Notes Concerning Descriptions

GUM: Original gum should be expected on unused stamps where appropriate, unless stated otherwise in the description:

mint	unused with original gum showing slight disturbance caused by previous hinge, which may be present in part or entirely removed
part original gum	unused with original gum significantly disturbed or heavily hinged
unmounted mint	original gum as issued
unused	without gum

COVERS: Should be expected to have minor nicks and tears usually from opening. Folded letters or covers normally have one or two file folds. These are not described unless of an exceptional nature and are not grounds for return.

entire letter	complete as sent with comments still attached to the outer address portion
entire	the outer portion of a folded letter but without contents
cover	an envelope

Symbols and Abbreviations

⊛	unmounted mint	d.s.	datestamp
★	unused	h.s.	handstamp
○	used	Ⓐ	air mail
⊞	block of four	Ⓢ	specimen
⊞	block larger than four	Ⓒ	cancelled
⊞	used on cover, entire letter, etc.	Ⓔ	essay
△	on piece	Ⓟ	proof
var.	variety, varieties	F	forgery
cat.	catalogue, catalogue value	R	reprint
c.d.s.	circular datestamp		

References

Catalogue values and numbers are those taken from the latest available edition.

The use of Gibbons Specialised catalogues in Great Britain sales is clearly indicated. Where other catalogues are used they are mentioned by name.

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THURSDAY 5 DECEMBER 2019

Commencing at 11.00 a.m.

1854 ISSUE

PROOFS



1

1 ⑩

1854 4a. pale blue and red, Head Die III, early state, and Frame Die II, from a sheet of six impressions with two others sideways and on yellowish white wove paper, a marginal example with blue frameline at top; horizontal crease towards foot though of good appearance and a rare proof. Spence 4

£250-300



2

2 R⑩

1890 lithographic transfer taken from the plate with other designs, though without the outer frame of wavy lines and rosettes, 4a. Head Die III (worn), Frame Die II, reprinted proof in black on yellowish card; tiny light mark on chin, otherwise fine and rare. Spence 10

£150-200

ISSUED STAMPS

THE FAMOUS FOUR ANNAS WITH HEAD INVERTED



3

3 ○

4a. blue and red, 1st. Printing, Head Die I, Frame Die I, cut-to-shape as all but three recorded examples are and with outer frame-lines present in places, neatly cancelled with diamond of dots leaving the head clearly visible; thin at top left and two small closed tears, none of which visually detract from the most attractive appearance of this exceptionally rare stamp. S.G. 18a, £145,000 upwards. **One of the world's most celebrated and iconic stamps of the 19th Century.** B.P.A. (2002) and Sismondo (2012) Certificates, the latter of which states this to be Frame [4], Head [9], this being the sixth example of this error stamp discovered from Frame [4], demonstrating that there were at least six sheets of twelve printed with the inverted head. "w.h.c." Colson handstamp on reverse

£80,000-100,000

Notes: No mention was made of this stamp until 1874 when an example was exhibited at the Royal Philatelic Society. Since that time some twenty-eight examples have been discovered, twenty-five being cut to the design of the stamp. They have always been hugely sought after and have graced some of the most famous collections of India ever formed This is example XXV in "The Encyclopaedia of Rare and Famous Stamps" by L.N. Williams

PROVENANCE:
Grisvold
Jatia
Sagar

1856-62 NO WATERMARK ISSUE



4



5

- 4 ★ ½a. blue on yellowish to white paper, a marginal example from the foot of the sheet, **imperforate** and with “1 G” monogram in box, unused with large part original gum. Very fine and most unusual thus. B.P.A. Certificate (2017). S.G. 37a var. £250-300

- 5 ★ 2a. yellow-green, prepared for use though not officially issued, unused with small part original gum; traces of creasing and a very light mark at foot, otherwise sound. A presentable example of this scarce stamp. Also a used example with two small parts of the “keyhole” trial cancellation leaving Queen’s portrait clear, perforations added on two sides. S.G. 50, £3,750+ £700-800

1860 (9 MAY) NO WATERMARK ISSUE



6

- 6 ★ 8p. purple on white horizontal strip of three **imperforate** with good to large margins and fresh bright colour, unused with large part original gum; left-hand stamp with vertical creases and centre and a thin at top between the left-hand pair though of fine appearance and considered the rarest of the various imperforate India De La Rue issues. B.P.A. Certificate (2011). S.G. 52b, £11,000 for a pair £3,500-4,000

1865 ISSUE

Plate Proofs



7

7 ⑩

½a. pale blue plate proof complete pane of eighty with full sheet margins and inscriptions on unwatermarked paper in a most attractive pastel shade; a couple of creases barely detracting from the fine appearance of this unique sheet. R.P.S. Certificate (2007)

£4,000-5,000

PROVENANCE:
Terry Sturton

Cover



8

8 ☒

1870 (9 July) envelope registered from Masulipatam to Bombay, bearing 1/2a. blue (2, one imperforate) in combination with 1866 4a. green Die I all neatly cancelled by "68" duplex, part Hyderabad transit mark in red on face, boxed registration datestamp on reverse; envelope with small faults including small piece missing at upper right, and 1/2a. stamps with small faults, nevertheless a very rare franking with the imperforate 1/2a. B.P.A. Certificate (2011)

£3,000-3,500

Note: Nearly all used examples of the imperforate 1/2a. are cancelled at Masulipatam

PROVENANCE:
D. R. Martin
Cama



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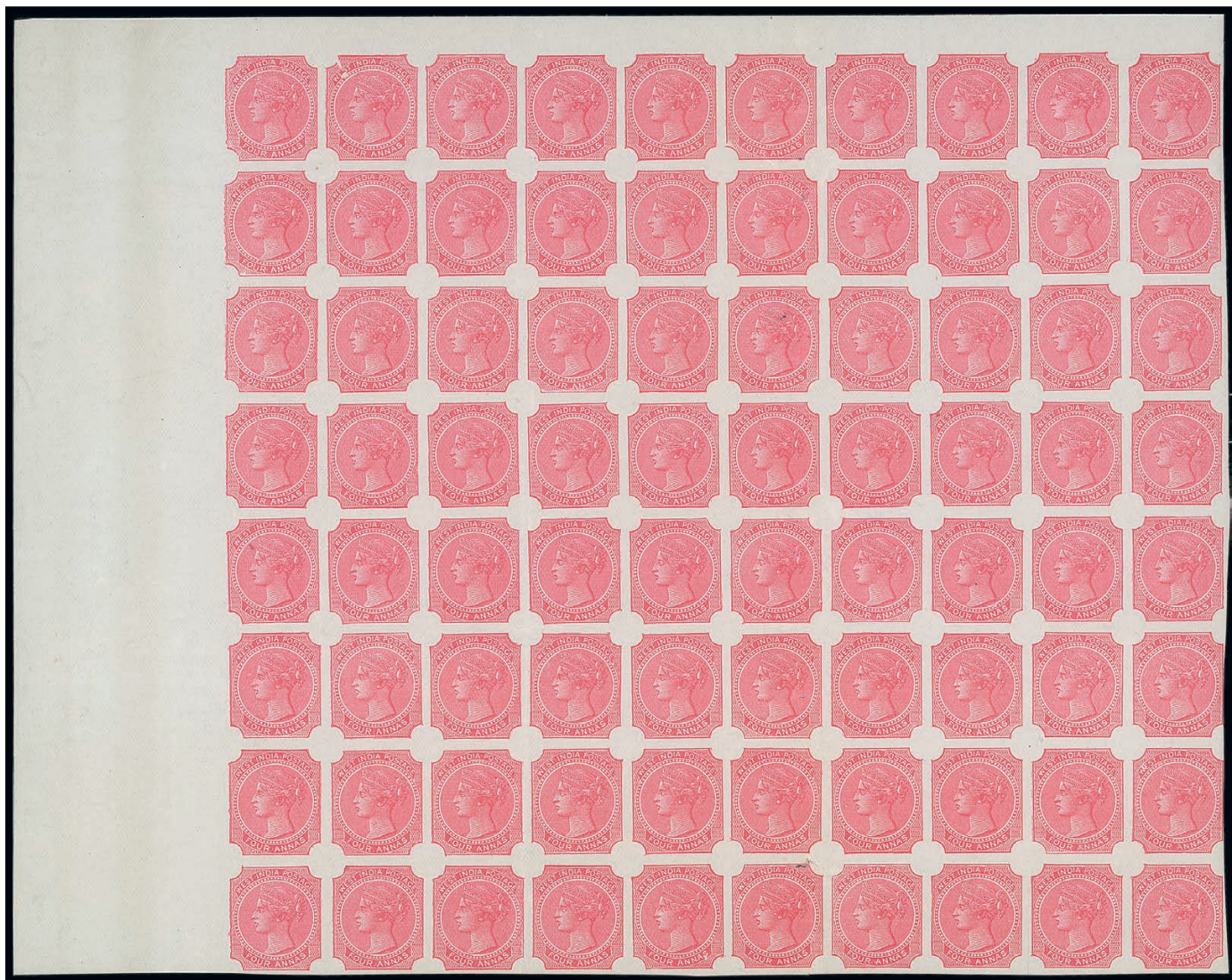
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1866 4A. ESSAYS AND PROOFS



9

9 ② ③

“WEST INDIA” essay in rose-carmine on unwatermarked paper, a large part sheet of eighty (10x8) with wide sheet margin at left, [2] showing large white flaw under “es” of “WEST”; some creasing at right of fifth vertical column causing a couple of splits, nevertheless a rare and spectacular block and likely the largest multiple known

£1,000-1,200



10

10 ⑩

“EAST INDIA” essay block of three in green on unwatermarked paper, the lower pair being an under-inked impression; fine and rare

£500-600

1882-87 FIRST EMPIRE ISSUE



11

11 ★田

½a. blue-green lower right corner block of four, variety **double impression** with the doubling shifted down into the lower margin, mint with the upper pair lightly mounted and the lower pair remaining unmounted; diagonal gum bend and a vertical crease though of very fine appearance. A very rare multiple of this spectacular variety. B.P.A. Certificate (2011). S.G. 85a, £6,800+

£4,000-5,000

1882-87 First Empire Issue - *contd.*



12

12 ☒

½a. blue-green, an interpanneau margin example from the foot of the sheet with variety **double impression**, used together with a normal marginal block of four and 1898 “¼” on ½a. blue-green on 1906 (15 Aug.) envelope registered from Nawahshah to Daur, Hyderabad, all neatly cancelled with despatch datestamps and with registration handstamp and arrival datestamp (15.8) on reverse, blue crayon marks applied around the variety possibly suggesting being ineligible for postage; the envelope with faults at foot and refolded for display. Outstanding appearance and believed to be a unique example of the double impression used on cover. B.P.A. Certificate (2011)

£5,000-6,000



13

13 F

1r. deep grey postal forgery printed in “Star” watermark gummed paper and offered with a genuine example for comparison. Fine

£150-200

LATER ISSUES



14

14 ©

1902-09 collection comprising three each of the following: 1902-11 10r., 15r. and 35r. and Official 1909 6a., 2r., 5r., 10r., 15r. and 25r., all tied to two parts of original ledger sheets by "POSTES ET TELEGRAPHS/MADAGASCAR/COLLECTION/DE BERNE" handstamp in red and with both pages having the signature of the Director of Posts and Telegraphs at foot. A very fine, colourful and unique group accounting for the entire group of these stamps which were sent from the U.P.U. in Berne and subsequently kept in the Madagascar archive

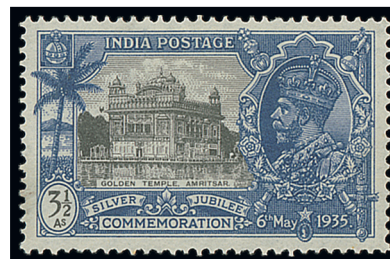
£3,000-3,500

13

Later Issues - *contd.*



15



16

- 15 ★ 1931 Inauguration of New Delhi 1r. violet and green vertical pair, variety **centre printed double**, fresh mint with the lower stamp remaining unmounted. Fine and unusual, being unlisted in S.G. and Scott £150-200
- 16 ★ 1935 (May) Silver Jubilee 3½a. black and dull ultramarine with **“bird” flaw**, well-centred and fresh mint. S.G. 245a, £375 £150-200



17

- 17 © 1937 (c.) King George VI 3a.6p. photo essays in two different designs, prepared by Thomas I Archer of the Security Printing Press, Nasik inset on thick card (123x82mm.). An interesting and most unusual pair prepared by this famous artist £400-500

OFFICIAL STAMPS

1866-72 OVERPRINTED “SERVICE” ON POSTAGE STAMPS



18

18 ★ 国

Watermark Elephant’s Head, 2a. yellow lower left corner block of sixteen (8x2) with “160 STAMPS - TWENTY RUPEES” inscription at foot, [4] in the upper row showing variety **wide “S”**, unused without gum; some perforation reinforcement in places and a couple of small faults in the margin.

An exceptionally rare and almost certainly unique exhibition quality multiple of this attractive stamp. S.G. O12, £6,800

£3,000-4,000



1930s Bombay Railway Station

**1866 (OCT.) FISCAL STAMPS WITH TOP AND BOTTOM INSCRIPTIONS
REMOVED AND SURCHARGED**

Surcharged "SERVICE/TWO ANNAS" in black



19

19 ★

2a. purple complete horizontal strip of ten with sheet margin at left, lovely colour, fresh mint with the original streaky gum associated with these stamps a couple of stamps lightly mounted, the others remaining unmounted, remarkably free of the usual surface faults that one usually finds on these delicate glossy surfaced stamps.

Extremely fine and very rare with few such multiples still in existence. S.G. O15, £7,000+

£4,000-5,000



20

20 ☒

2a. purple tied by Allahabad "26" on 1866 (6 Nov.) "Allahabad Office of Issue of Paper Currency, Assistant Commissioner" part printed envelope to a Parsee Merchant at Rawalpindi, the reverse showing framed "TOO LATE", "lahore" triangular-framed transit datestamp and arrival datestamp; envelope truncated at sides and with a couple of vertical creases, a very light horizontal fold that crosses the adhesive and other small imperfections. The adhesive showing very little of the usual surface blemishes that one associates with this stamp

A very early use of this stamp issued less than a month previously, and an exceptionally rare usage of the stamp on cover which may well be unique. The S.G. Part 1 giving no x factor for use of this stamp on cover

£1,500-2,000

Overprinted "SERVICE/POSTAGE" in green



21



22

21 ○

2a. purple with intact "FOREIGN/BILL" inscription, generally good colour and very lightly cancelled; some faults/defects though the unique example of this stamp and the basis of the S.G. catalogue listing.

The stamp is marked "Ex Burrus" on reverse though it does not appear in his sale catalogue. An example of the 8a. value is also known with inscriptions intact. R.P.S. Certificate (2008). S.G. O16a, £30,000

£10,000-12,000

Notes: The 1866 Provisionals were issued due to the Post Office Act XIV on 1 May 1866. This was made in an attempt to curb abuse by Government Officials in using stamps for personal use and lead to proper accounting of mail sent through Official channels. These impoverished provisionals were made by taking Foreign Bill Revenues, cutting off "Foreign" and "Bill" portions of the design and overprinting them for Official use

22 ★

8a. violet, fresh unused with part original gum, wonderful deep rich colour and completely free of the usual surface faults associated with these stamps. A remarkably fine example of this rare stamp. Initialled "AD". Brandon Certificate (1986). S.G. O18, £10,000

£4,000-5,000

**1866 (OCT.) FISCAL STAMPS OVERPRINTED “SERVICE/POSTAGE”
IN SEMI-CIRCLE IN GREEN ON RECEIPT BILL OR DRAFT STAMPS**



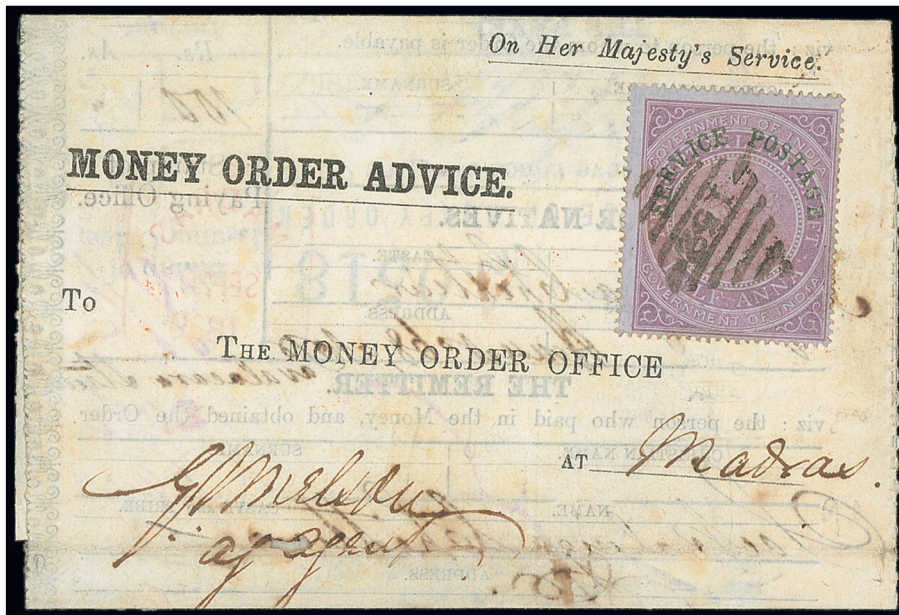
23

23 △

½a. mauve on lilac block of eleven from the 1st. Setting, [3-4], [15-17], [27-29], [39-41], each cancelled with indistinct numeral in diamond of dots with four sharing unclear G.P.O. circular datestamp and tied to piece; two stamps with minor faults, otherwise sound. Believed to be the largest recorded block and a spectacular showpiece multiple. S.G. O19

£2,500-3,000

Note: It was soon found that the supply of “Service” stamps would not be sufficient to cope with the demand and it was not considered advisable to overprint any more of the current postage stamps as these stocks were also becoming very low. Between 4 August and 7 September 1866 sheets of the ½a. “Bill or Draft” stamps were surcharged “SERVICE/POSTAGE”. There were two different settings of the overprint, the first being in one horizontal row of twelve, repeated down the sheet



24

24 ☒

½a. mauve on lilac cancelled “152” in diamond of bars and affixed on 1869 (16 Sept.) printed O.H.M.S. Money Order Advice form from Tranquebar to Madras, the reverse with superb despatch double-arc datestamp and with arrival datestamp (19.9) across join; filing crease at foot well clear of the adhesive. A rare stamp on cover with less than ten examples recorded. B.P.A. Certificate (2001). S.G. O19

£500-700

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Lot 3
SEAL, 5 songs, including all US\$7,000

Lot 4
RANDY CRAWFORD & JOE SAMPLE, 4 US\$7,000

LOT 2010 - CURRENT B

Slide to bid €

CURRENT HISTORY

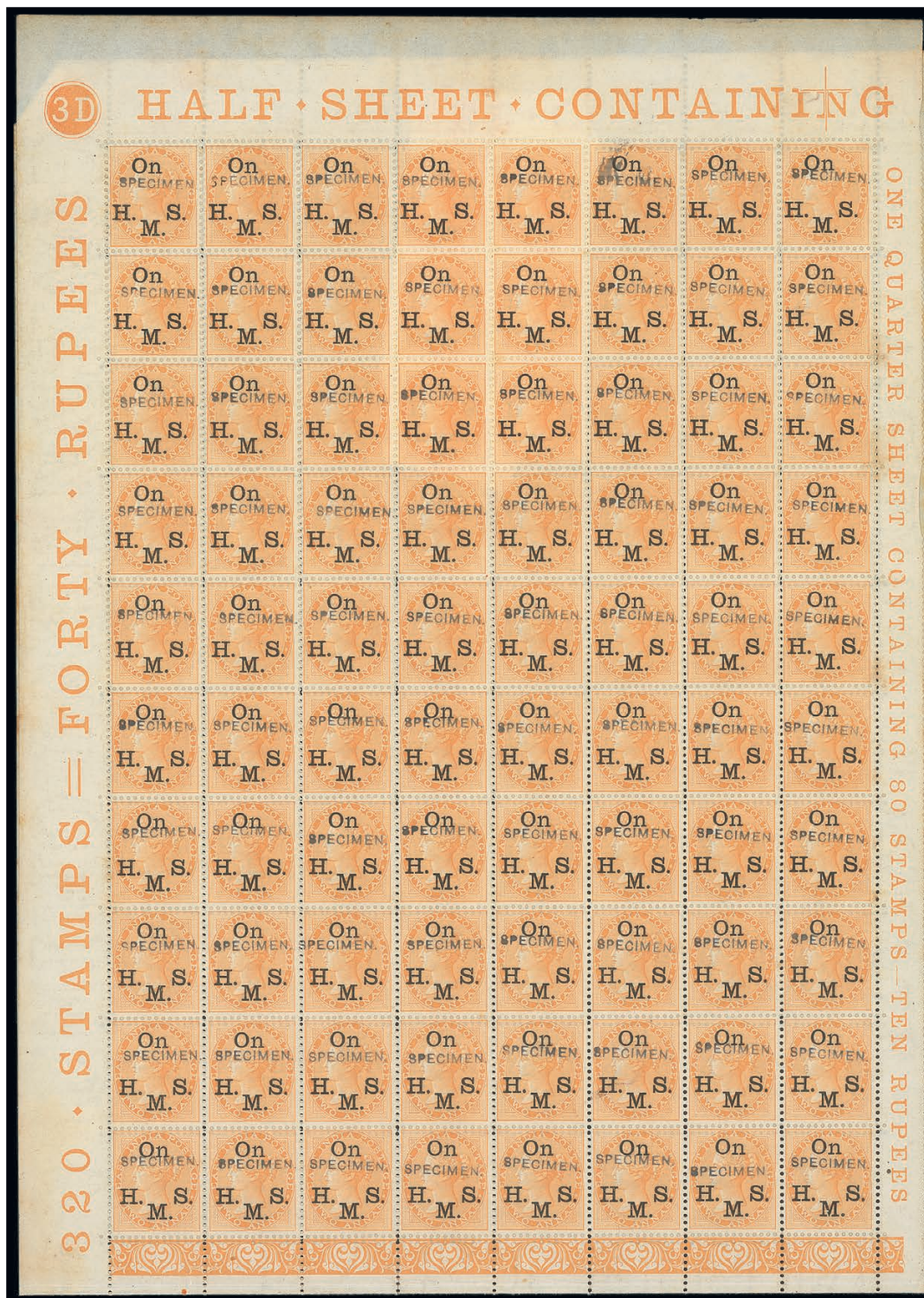
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SPINK

WHERE HISTORY IS VALUED

1874-82 ISSUE OVERPRINTED "ON H.M.S."



Ex 25

25 ⑤

2a. orange left half of a complete sheet comprising two panes of eighty with full sheet margins and marginal inscriptions, each handstamped "SPECIMEN", unmounted mint; folded between the two sheets for ease of storage and with traces of light toning in places in margins, otherwise fine. A remarkable showpiece multiple. S.G. O33a, £13,600 without Specimen handstamp

£2,000-2,500

1883-99 ISSUE OVERPRINTED "ON H.M.S."



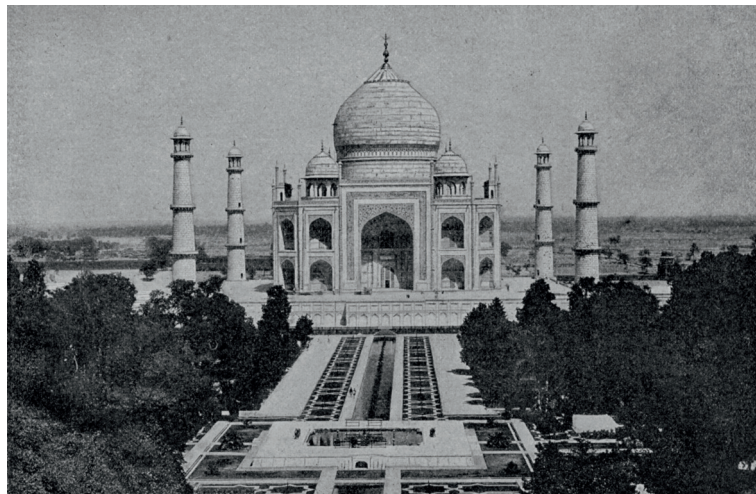
26

26 ⊕ ㊞

1a. brown-purple upper right corner block of twelve (6x2) with narrow interpanneau margin at top, the centre block of four comprising variety **overprint omitted in horizontal pair with normal with the fourth vertical row of overprints albino**, the third stamp in the upper row additionally with variety **stop after "s" omitted** fresh unmounted mint; the right-hand pair creased, otherwise very fine. The most important of all multiples containing this very rare and stunning variety. Holcombe (1998) and B.P.A. (2011) Certificates. S.G. O40, O40c, £13,000+

£7,000-8,000

PROVENANCE:
"Hailsham"



1905 photograph of Taj Mahal ©

1912-23 ISSUE



27

27 ★ 国

5r. ultramarine and violet with experimental “SERVICE” overprint in shiny black ink and on ungummed paper as prepared, a complete pane of twelve with full sheet margins; very fine and believed to be the sole known intact pane of this value

£2,500-3,000



28

28 ★

10r. green and scarlet with experimental “SERVICE” overprint in shiny black ink and on un gummed paper as prepared; very fine and scarce. B.P.A. Certificate (2011)

£400-500

1925 PROVISIONAL



29

29 ©

“ONE/RUPEE” essay surcharge on 15r. blue and olive-brown, unmounted mint; vertical crease. Rare with only one pane of twelve examples prepared. Hammond Giles 4

£400-500



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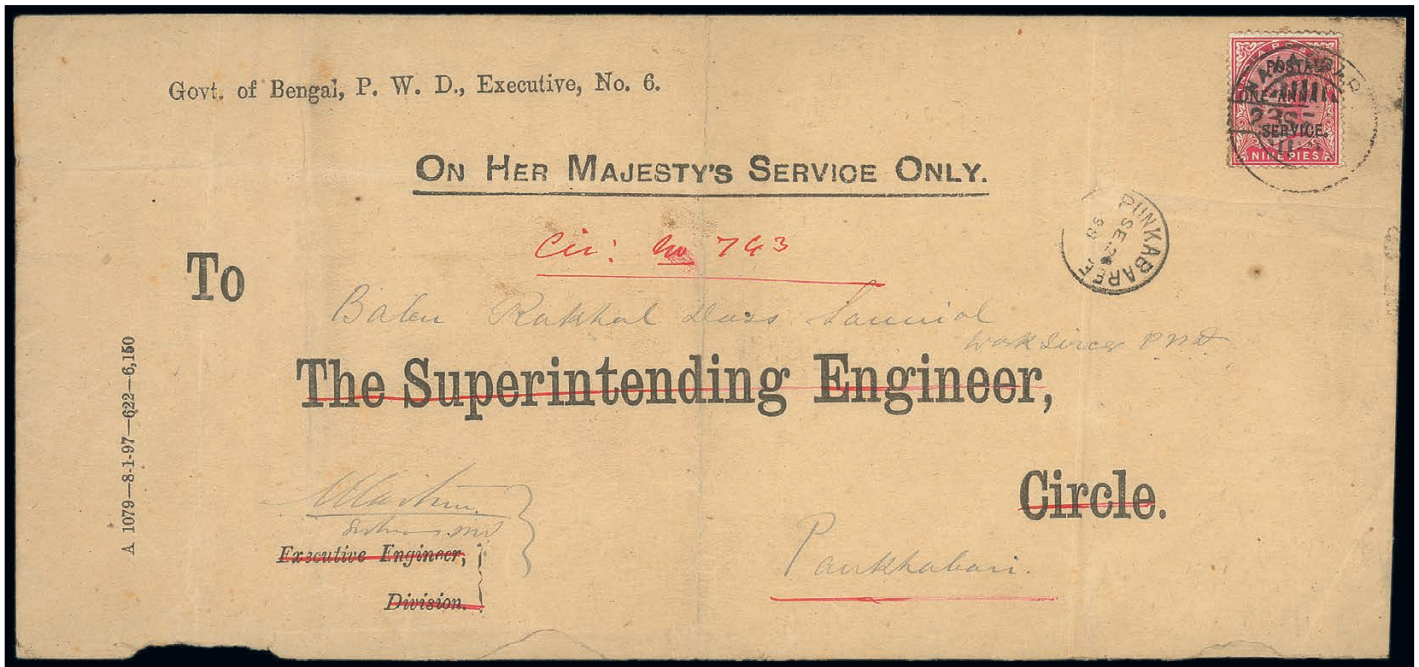
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POSTAL SERVICE STAMP



30

30 ☒

1898 (23 Sept.) O.H.M.S. envelope (243x113mm.) from Naxalbari to Punkabaree, bearing 1a. on 9p. rose cancelled by double-ring datestamp and showing arrival datestamp (24.9) below with a further strike on reverse alongside manuscript "This cover should be returned to the Sub Postmaster NX6 as for the misuse of the Postal Service Stamps..."; filing folds and other small imperfections. These Postal Service stamps which were issued only to be used on incoming foreign parcels to indicate the amount paid for customs. Very rare and believed to be one of only three known postally used covers originating from Naxalbari using a Postal Service stamp instead of an Official stamp

£500-600

TELEGRAPH STAMP



31

31 ☒

1905 printed envelope from Bombay to the London & Westminster Bank Ltd., in London, bearing 1890-91 4a. blue cancelled and tied by two datestamps, indistinct transit datestamp on reverse, contemporary 1905 Gibbons Monthly Journal cutting regarding this cover affixed at top; vertical fold at centre. Believed to be the sole example of a telegraph stamp used postally on cover for which it was not authorised. B.P.A. Certificate (2006)

£600-800

INDIA USED ABROAD

Iraq



32

32 ○

1904 3r. brown and green and 1912 8a. deep magenta, both cancelled with superb strikes of the Abu Khasib “bridge” type datestamp for 1916. One of the rarest Persian Gulf cancellations used during World War I

£300-400

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SPINK
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Mafia Island, Tanganyika



33

33 ☒

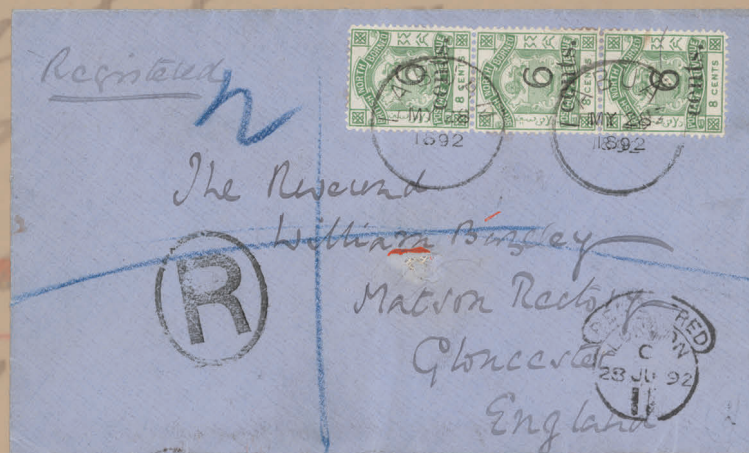
1916 (14 Aug.) envelope registered from Mafia to Cornwall, bearing 1915 (Sept.) German East Africa fiscal 1r. lilac without "O.H.B.M.S." in combination with 1915-16 I.E.F. stamps handstamped "G. R/POST/MAFIA" 3p. to 8a., all cancelled with "MAFIA" single-ring datestamp in blue, the reverse with Zanzibar (16.8), London Registered (16.9), Exeter (19) and Bude (19.9); 2½a. with pinhole and cover fractionally truncated at foot. A rare and important Mafia Island cover, especially with the unoverprinted Fiscal 1r. lilac. Brandon Certificate (2009). S.G. M31 var, 33-40

£2,500-3,000

END OF THE SALE

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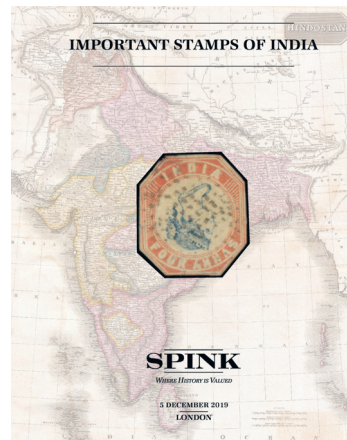
LONDON
1666

69 Southampton Row, Bloomsbury,
London WC1B 4ET

tel: +44 (0)20 7563 4005

fax: +44 (0)20 7563 4037

email: auctionteam@spink.com



WRITTEN BIDS FORM

This form should be sent or faxed to the Spink auction office in advance of the sale. References for new clients should be supplied in good time to be taken up before the sale. Bids received later than one hour before the start of the sale may not be processed.

YOU CAN ALSO BID IN REAL TIME ON SPINK LIVE.
PLEASE DOWNLOAD SPINK LIVE APP FROM THE APP STORE OR VISIT WWW.SPINK.COM, REGISTER AND LOG INTO THE SALE.

NAME _____

ADDRESS _____

POSTCODE _____

SALE TITLE	DATE	CODE NAME	SALE NO.
Important Stamps of India	Thursday 5 December 2019 at 11.00 a.m.	INDIA	19063

I request Spink, without legal obligations of any kind on its part, to bid on the following Lots up to the price given below. I understand that if my bid is successful the Purchase Price will be the sum of the final bid and Buyer's Premium as a percentage of the final bid, any VAT chargeable, also postage charge and a fee for paying by card. The Rate of Buyer's Premium is 20% of the final hammer price of each lot. I understand Spink will pursue me for payment for any successful bid. In addition, I understand and consent that Spink may share my personal details relating to the default with other auction houses and live bidding platforms to protect themselves from such defaults.

All bids shall be treated as offers made on the Terms and Conditions for Buyers printed in the catalogue. I also understand that Spink provides the service of executing bids on behalf of clients for the convenience of clients and that Spink will not be held responsible for failing to execute bids. If identical commission bids are received for the same Lot, the commission bid received first by Spink will take precedence. Please note that you will not be notified if there are higher written bids received.

**BIDDERS PLEASE NOTE OUR EXTENSION CLAUSES IN OUR TERMS AND CONDITIONS FOR BUYERS
PLEASE PRINT CLEARLY IN BLOCK LETTERS AND ENSURE THAT BIDS ARE IN STERLING**

Lot Number (in numerical order)	Price Bid £ (excluding Buyer's Premium)

Lot Number (in numerical order)	Price Bid £ (excluding Buyer's Premium)

Lot Number (in numerical order)	Price Bid £ (excluding Buyer's Premium)

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FAX _____ E-MAIL _____

SIGNATURE _____ VAT NUMBER _____

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I agree to receive marketing notifications related only to the following categories (*please select as appropriate*)
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We will use the personal information you provide to us as set out in our privacy notice available at www.spink.com/privacy-policy

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JANUARY 29TH 2020 | LONDON



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e-auctions **SPINK**

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on www.spink.com or on the Spink Live App, which can be downloaded from App Store or Google Play



To be able to participate in our e-Auctions you need to be registered on **WWW.SPINK.COM** or via the **SPINK LIVE APP**.



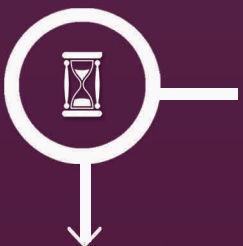
Log on to www.spink.com by entering your Client Number and Password. Click on the **SPINK LIVE** button on the homepage and select the internet auction you would like to participate in. Use the same credentials to log into the App via the menu. Select the sale and click on **VIEW LOTS**.



Select the lot you would like to bid on and place a bid. You can also place your max bid and the software will bid on your behalf increasing the price in increments to keep you in the lead up to your max bid.



If you are outbid you will receive an email notification giving you the option to increase your bid before the closing time.



The first lot will close on the date and time stated in the auction calendar. Each subsequent lot will close at 30 second intervals. The closing time of each lot will be displayed in the description. If a bid is placed within 30 seconds of the closing time it will be extended by a further 30 seconds, and so on. These lot/s will be automatically placed in order of the new closing time



The highest bid at the closing time will be the successful bid and the price will be the hammer price. All lots sold in the e-Auction are subject to charges per section 5 and all clauses of the T & C for Buyers (e-Auctions).



Invoices will be emailed after the last lot has closed. Invoice total will consist of hammer price, buyer's premium of 20% on hammer price, VAT (where applicable) and postage. Payment will be due within seven (7) days for all clients.

For more information about how to bid in e-Auctions, please contact the Auction Team:
Email: spinklivespink.com

MANDINGA.

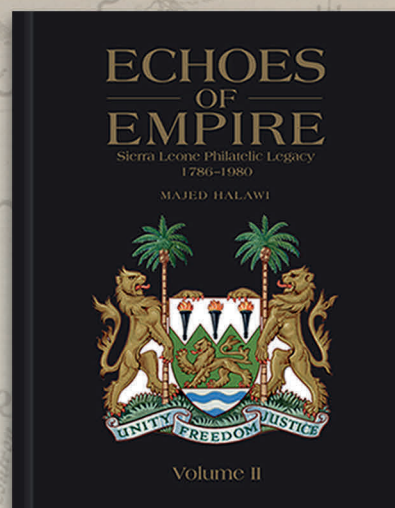
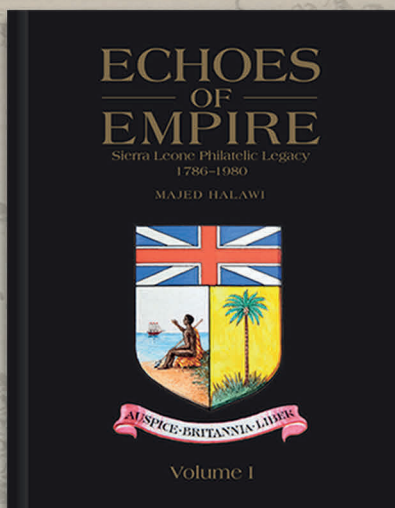
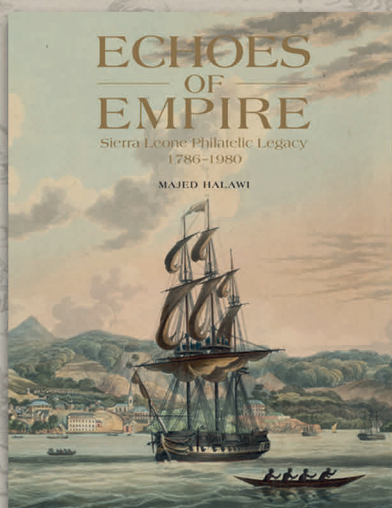
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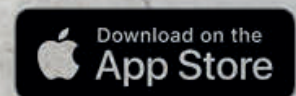
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- 1** If not already registered, please create your “My Spink” account at www.spink.com. You will receive an email confirmation along with your Client ID. You will need this to log in.
- 2** Before the sale, log in to the www.spink.com, click on Spink Live to access the list of live sales, select the sale you are interested in and click on the “Click to bid on Spink Live” button. You can also access the live bidding platform via Auctions page.
- 3** Upon having been approved you can proceed to bidding live.
- 4** You can also place autobids and let the software bid on your behalf during the sale.
- 5** If you would like to just follow the sale click on “Click to view on Spink Live” button.
- 6** You will hear and see the auctioneer via the audio/video feed and feel the buzz in the auction

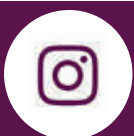
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- 1** To bid via a mobile device or tablet, please download the Spink Live App from Apple’s App Store or Google’s Play store.
- 2** Log in with the same log in details as used on www.spink.com.
- 3** New clients can register and create a Spink account in the App. Please fill in your details and you will receive an email confirmation with your Client ID.
- 4** Log in and select the sale you are interested in.
- 5** Upon having been approved you can proceed to bidding live.
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TERMS AND CONDITIONS FOR BUYERS

These conditions set out the terms on which we (**Spink and Son Limited** of 69 Southampton Row, Bloomsbury London WC1B 4ET (company no. 04369748)) contract with you (**Buyer**) either as agent on behalf of the Seller or as principal if we are the Seller. You should read these conditions carefully.

1 DEFINITIONS

The following definitions apply in these conditions:

Auctioneers' Margin Scheme	means a VAT margin scheme as defined by HM Revenue & Customs;
Buyer's Premium	means the charge payable by you as a percentage of the Hammer Price, at the rates set out in clause 5.1 below;
Certificate of Authenticity	means a certificate issued by an Expert Committee confirming the authenticity of a Lot;
Expert Committee	means a committee of experts to whom a Lot may be sent for an extension in accordance with clause 3.4.3;
Forgery	means a Lot constituting an imitation originally conceived and executed as a whole with a fraudulent intention to deceive as to authorship, origin, age, period, culture or source where the correct description as to such matters is not reflected by the description in the catalogue and which at the date of the auction had a value materially less than it would have had if it had been in accordance with the description in the catalogue. Accordingly, no Lot shall be capable of being a Forgery by reason of any damage and/or restoration work of any kind (including re-enamelling);
Hammer Price	means the amount of the highest bid accepted by the auctioneer in relation to a Lot;
Lot	means any item deposited with us for sale at auction and, in particular, the item or items described against any Lot number in any catalogue;
Reserve	the amount below which we agree with the Seller that the Lot cannot be sold;
Seller	means the owner of the Lot being sold by us;
Spink Group	Spink and Son Limited, our subsidiaries and associated companies.
VAT	value added tax chargeable under VAT and any similar replacement or additional tax; and
VAT Symbols	means the symbols detailing the VAT status of the Lot details of which are set out at the back of the catalogue.

2 SPINK'S ROLE AS AGENT

- 2.1 All sales undertaken by us either at auction or privately are undertaken either as agent on behalf of the Seller or from time to time, as principal if we are the owner of the Lot. Please note that even if we are acting as agent on behalf of the Seller rather than as principal, we may have a financial interest in the Lot.
- 2.2 The contract for the sale of the Lot will be between you and the Seller.
- 2.3 The Seller's sale of the Lot to you is subject to any terms and conditions, disclaimers or exclusions included with any promotional material or catalogue descriptions for the Lot, or otherwise notified to you by the Seller or us on their behalf.

3 BEFORE THE SALE

- 3.1 **Examination of goods**

You are strongly advised to examine personally any goods in which you are interested, before the auction takes place. Condition reports are usually available on request. We provide no guarantee to you other than in relation to Forgeries, as set out in clause 5.13 of these Terms and Conditions.
- 3.2 **Catalogue descriptions**
 - 3.2.1 Statements by us in the catalogue or condition report, or made orally or in writing elsewhere, regarding the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of any Lot are merely statements of opinion, and are not to be relied on as statements of definitive fact. Catalogue and web illustrations are for guidance only, and should not be relied on either to determine the tone or colour of any item. No lot shall be rejected on the grounds of inaccurate reproduction. No lot illustrated in the catalogue and online shall be rejected on the grounds of cancellation, centring, margins, perforation or other characteristics apparent from the illustration. Estimates of the selling price should not be relied on as a statement that this price is either the price at which the Lot will sell or its value for any other purpose.
 - 3.2.2 Many items are of an age or nature which precludes their being in perfect condition and some descriptions in the catalogue or given by way of condition report make reference to damage and/or restoration. We provide this information for guidance only and the absence of such a reference does not imply that an item is free from defects or restoration nor does a reference to particular defects imply the absence of any others.
 - 3.2.3 Other than as set out in clause 5.13, and in the absence of fraud, neither the Seller nor we, nor any of our employees or agents, are responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any Lot nor for any other errors of description or for any faults or defects in any Lot. Every person interested should exercise and rely on his own judgment as to such matters.
- 3.3 **Your Responsibility**

You are responsible for satisfying yourself as to the condition of the goods and the matters referred to in the catalogue description.
- 3.4 **Extensions – Stamps only**
 - 3.4.1 If you wish to obtain an expert opinion or Certificate of Authenticity on any Lot (other than a mixed Lot or Lot containing undescribed stamps) you must notify us in writing not less than forty-eight hours before the time fixed for the commencement of the first session of the sale. If accepted by us, such request shall have the same effect as notice of an intention to question the genuineness or description of the Lot for the purposes of clause 5.13 (Refund in the case of Forgery) of these Terms and Conditions and the provisions of clause 5.13 (Refund in the case of Forgery) shall apply accordingly.
 - 3.4.2 Notice of a request for an expert opinion or Certificate of Authenticity must give the reason why such opinion is required and specify the identity of your proposed expert which will be subject to agreement by us. We reserve the right, at our discretion, to refuse a request for an expert opinion or Certificate of Authenticity including (without limitation) where the proposed expert is not known to us.
- 3.4.3 If we accept a request for an expert opinion or Certificate of Authenticity we will submit the Lot to the Expert Committee. You acknowledge and accept that the length of time taken by an Expert Committee to reach an opinion will vary depending on the circumstances and in any event is beyond our control.
- 3.4.4 We will not accept a request for an extension on account of condition. Any Lot described in the catalogue as having faults or defects may not be returned even if an expert opinion or Certificate of Authenticity cites other faults or defects not included in the catalogue description, other than in the case of a Forgery.
- 3.4.5 Should Spink accept a request for an extension under the foregoing provisions of this paragraph, the fact may be stated by the Auctioneer from the rostrum prior to the sale of the Lot.
- 3.4.6 It should be noted that any stamp accompanied by a Certificate of Authenticity is sold on the basis of that Certificate only and not on the basis of any other description or warranty as to authenticity. No request for an extension will be accepted on such a stamp and the return of such a stamp will not be accepted.
- 3.4.7 If you receive any correspondence from the Expert Committee in relation to the Lot, including but not limited to a Certificate of Authenticity, you must provide us with copies of such correspondence no later than 7 days after you receive such correspondence.

4 AT THE SALE

- 4.1 **Refusal of admission**

Our sales usually take place on our own premises or premises over which we have control for the sale, and we have the right, exercisable at our complete discretion, to refuse admission to the premises or attendance at an auction.
- 4.2 **Registration before bidding**

All bidders must be registered either by completing a registration form or creating an account online. Please be aware that we usually require buyers to present identification before making a bid at auction, undergo a credit check or provide a trade reference.

If you have not bid successfully with Spink in the past, or you are registering with us for the first time, we reserve the right to require a deposit of up to 50% of the amount you intend to spend. Such deposit will be deducted from your invoice should you be successful. If you are unsuccessful at auction, your deposit will be returned by the same means it was paid to Spink.

Some lots may be designated, prior to the auction, as "Premium Lots", which means a deposit may be required before placing a bid on the item for sale. Information will be posted on our website in such an event.
- 4.3 **Bidding as Principal**

When making a bid (**whether such bids are made in person or by way of telephone bids operated by Spink, commission or online or email bids**), you will be deemed to be acting as principal and will be accepting personal liability, unless it has been agreed in writing, at the time of registration, that you are acting as agent on behalf of a third party buyer acceptable to us.
- 4.4 **Commission Bids**

If you give us instructions to bid on your behalf, by using the form provided in our catalogues or via our website, we shall use reasonable endeavours to do so, provided these instructions are received not later than 24 hours before the auction. If we receive commission bids on a particular Lot for identical amounts, and at auction these bids are the highest bids for the Lot, it will be sold to the person whose bid was received first. Commission bids are undertaken subject to other commitments at the time of the sale, and the conduct of the auction may be such that we are unable to bid as requested. Since this is undertaken as a free service to prospective buyers on the terms stated, we cannot accept liability for failure to make a commission bid. You should therefore always attend personally if you wish to be certain of bidding.

- 4.5 **On-line Bidding**
We offer internet services as a convenience to our clients. We will not be responsible for errors or failures to execute bids placed on the internet, including, without limitation, errors or failures caused by (i) a loss of internet connection by either party for whatever reason; (ii) a breakdown or problems with the online bidding software and/or (iii) a breakdown or problems with your internet connection, computer or system. Execution of on-line internet bids on www.spink.com and Spink Live is a free service undertaken subject to other commitments at the time of the auction and we do not accept liability for failing to execute an online internet bid or for errors or omissions in connection with this activity.
- 4.6 **Telephone Bids**
If you make arrangements with us not less than 24 hours before the sale, we shall use reasonable endeavours to contact you to enable you to participate in bidding by telephone, but in no circumstances will we be liable to either the Seller or you as a result of failure to do so.
- 4.7 **Currency Converter**
At some auctions, a currency converter will be operated, based on the one month forward rates of exchange quoted to us by Barclays Bank Plc or any other appropriate rate determined by us, at opening on the date of the auction. Bidding will take place in a currency determined by us, which is usually sterling for auctions held in London. The currency converter is not always reliable, and errors may occur beyond our control either in the accuracy of the Lot number displayed on the converter, or the foreign currency equivalent of sterling bids. We shall not be liable to you for any loss suffered as a result of you following the currency converter.
- 4.8 **Video images**
At some auctions there will be a video screen. Mistakes may occur in its operation, and we cannot be liable to you regarding either the correspondence of the image to the Lot being sold or the quality of the image as a reproduction of the original.
- 4.9 **Bidding Increments**
Bidding generally opens below the low estimate and advances in the following order although the auctioneer may vary the bidding increments during the course of the auction. The normal bidding increments are:
- | | |
|--------------------|----------------------------------|
| Up to £100 | by £5 |
| £100 to £300 | by £10 |
| £300 to £600 | £320-£350-£380-£400 etc. |
| £600 to £1,000 | by £50 |
| £1,000 to £3,000 | by £100 |
| £3,000 to £6,000 | £3,200-£3,500-£3,800-£4,000 etc. |
| £6,000 to £10,000 | by £500 |
| £10,000 to £20,000 | by £1,000 |
| £20,000 and up | Auctioneer's discretion |
- 4.10 **Bidding by Spink**
- 4.10.1 We reserve the right to bid on Lots on the Seller's behalf up to the amount of the Reserve (if any), which will never be above the low estimate printed in the auction catalogue.
- 4.10.2 The Spink Group reserves the right to bid on and purchase Lots as principal.
- 4.10.3 Lots with this symbol (⊕) indicate that a party has provided Spink with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, will be compensated based on his bid in the event he or she is not the successful bidder or may receive a fixed fee in the event he or she is the successful bidder. If the irrevocable bidder is the successful bidder, the fixed fee for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot. If the irrevocable bid is not secured until after the printing of the auction catalogue, a pre-sale announcement will be made indicating that there is an irrevocable bid on the lot.
- If you are interested in placing an irrevocable bid in an auction, please contact us at chairmanoffice@spink.com. Typically, only some of the lots with an estimate, which must exceed £100,000 or equivalent in other currencies are open to irrevocable bids.
- 4.11 **The Auctioneer's Discretion**
The auctioneer has the right at his absolute discretion to refuse any bid to advance the bidding in such manner as he may decide to withdraw or divide any Lot, to combine any two or more Lots and, in the case of error or dispute, to put an item up for bidding again.
- 4.12 **Successful Bid**
Subject to the auctioneer's discretion, the striking of his hammer marks the acceptance of the highest bid, provided always that such bid is higher than the Reserve (where applicable), and the conclusion of a contract for sale between you and the Seller.
- 4.13 **After Sale Arrangements**
If you enter into any private sale agreements for any Lot with the Seller within 60 days of the auction, we, as exclusive agents of the Seller reserve the right to charge you the applicable Buyer's Premium in accordance with these Terms and Conditions, and the Seller a commission in accordance with the terms of the Seller's agreement.
- 4.14 **Return of Lot**
- 4.14.1 Once your bid has been accepted for a Lot then you are liable to pay for that Lot in accordance with these Terms and Conditions. If there are any problems with a Lot then you must notify us within 7 days of receipt of the Lot, specifying the nature of the problem. We may then request that the Lot is returned to us for inspection. Save as set out in clause 5.13, the cancellation of the sale of any Lot and the refund of the corresponding purchase price is entirely at our sole discretion. We will not normally exercise that discretion if the Lot is not received by us in the same condition that it was in at the auction date.
- 4.14.2 No lot may be returned on account of condition if the condition was stated by a third party grading company (including, but not limited to PCGS, NGC, ANACS, ICG, PMG, WBG, Legacy Currency Grading).
- 5 **AFTER THE AUCTION**
- 5.1 **Buyer's Premium and other charges**
In addition to the Hammer Price, you must pay us the Buyer's Premium at a rate of 20% of the final Hammer price of each lot, postage charge and a fee for paying by card.
- 5.2 **Value Added Tax**
Other than in respect of Zero-rated Lots (o) VAT is chargeable on the Hammer price and the Buyer's premium of daggered (†) and (Ω) lots at the standard rate (currently 20%), and on lots marked (x) at the reduced rate (currently 5% on the Hammer price and 20% on the Buyer's premium). VAT on Margin scheme lots (identified by the absence of any VAT symbol next to the lot number) is payable at 20% on the Buyer's premium only.
- 5.3 **VAT Refunds**
- General**
- 5.3.1 As we remain liable to account for VAT on all Lots unless they have been exported outside the EU within 3 months of the date of sale, you will generally be asked to deposit all amounts of VAT invoiced. However, if a Spink nominated shipper is instructed, then any refundable VAT will not be collected. In all other cases credits will be made when proof of export is provided. If you export the Lot yourself you must obtain shipping documents from the Shipping Department for which a charge of £50 will be made.
- 5.3.2 If you export the Lot you must return the valid proof of export certificate to us within 3 months of the date of sale. If you fail to return the proof of export certificate to us within such period and you have not already accounted to us for the VAT, you will be liable to us for the full amount of the VAT due on such Lot and we shall be entitled to invoice you for this sum.
- 5.3.3 To apply for a refund of any VAT paid, the proof of export certificate must be sent to our Shipping Department clearly marked 'VAT Refund' within 3 months of the date of sale. No payment will be made where the total amount of VAT refundable is less than £50 and Spink will charge £50 for each refund processed.
- VAT Refunds - Buyers from within the EU**
- 5.3.4 VAT refunds are available on the Hammer Price and Buyer's Premium of Daggered (†) and Investment Gold (g) Lots. You must certify that you are registered for VAT in another EU country and that the Lot is to be removed from the United Kingdom within 3 months of the date of sale.
- 5.3.5 Where an EU buyer purchases a Lot on which import VAT has been charged, no refund of VAT is available from us. It may be possible to apply directly for a refund on form VAT 65 to HM Revenue & Customs Overseas Repayment Section, Londonderry.
- VAT Refunds - Buyers from outside the EU**
- 5.3.6 Where a Lot is included within the Auctioneers' Margin Scheme and evidence of export from the EU is produced within 3 months of the date of sale, the VAT on Buyer's Premium may be refunded.
- 5.3.7 Where the Lot is marked as a Daggered (†) Lot the VAT charged on the Hammer Price may be refunded where evidence of export from the EU is produced within 3 months of the date of sale. A refund of VAT charged on the Buyer's Premium can also be made on receipt of proof of business as a collectibles dealer.
- 5.3.8 Where the Lot is marked as an Omega (Ω) Lot or an Import VAT (x) Lot and evidence of export from the EU is produced within 3 months of the date of sale, the VAT charged on both the Hammer Price and Buyer's Premium may be refunded. Where required, we can advise you on how to export such Lots as a specific form of export evidence is required. Where we advise you on the export of the Lots, please be aware that the ultimate responsibility in respect of obtaining a valid proof of export certificate will lie with you and we will not be responsible for your failure to obtain such certificate.
- 5.3.9 Lot marked as Investment Gold (g) is exempt from VAT on Hammer price. A refund of VAT charged on the Buyer's Premium can be made on receipt of proof of business as a collectibles dealer and where evidence of export from the EU is produced within 3 months of the date of sale.
- 5.4 **Payment**
- 5.4.1 You must provide us with your full name and permanent address and, if so requested, details of the bank from which any payments to us will be made. You must pay the full amount due (comprising the Hammer Price, the Buyer's Premium and any applicable VAT) within seven days after the date of the sale. This applies even if you wish to export the Lot and an export licence is (or may be) required.
- 5.4.2 You will not acquire title to the Lot until all amounts due have been paid in full. This includes instances where special arrangements were made for release of Lot prior to full settlement.
- 5.4.3 Payment should be made in sterling by one of the following methods:
- Direct bank transfer to our account details of which are set out on the invoice. All bank charges shall be met by you. Please ensure that your client number is noted on the transfer.
 - By cheque or bank draft made payable to Spink and Son Ltd and sent to Spink at 69 Southampton Row, Bloomsbury, London WC1B 4ET. Please note that the processing charges for payments made by cheques or bank drafts drawn on a non-U.K bank shall be met by you. Please ensure that the remittance slip printed at the bottom of the invoice is enclosed with your payment.

- (iii) By Visa or Mastercard. All Corporate cards regardless of origin and Consumer debit and credit cards issued outside the EU are subject to a fee of 3%. For all card payments there are limits to the amounts we will accept depending on the type of card being used and whether or not the cardholder is present.
- 5.4.4 Payments should be made by the registered buyer and not by third parties, unless it has been agreed at the time of registration that you are acting as an agent on behalf of a third party.
- 5.5 Invoices**
Invoices may consist of one or more pages and will show: Zero rated Lots (o); no symbol Lots sold under the Auctioneers' Margin Scheme; Lots marked (g) special scheme Investment Gold; Daggered Lots (†), imported Lots marked (x) and (Ω), (c) Lots with Zero rated hammer for EU VAT registered buyers.
- 5.6 Collection of Purchases**
5.6.1 Unless specifically agreed to the contrary, we shall retain lots purchased until all amounts due to us, or to the Spink Group, have been paid in full. Buyers will be required to pay for their lots when they wish to take possession of the same, which must be within 7 days of the date of the sale, unless prior arrangements have been made with Spink. Without prior agreement, lots will not be released until cleared funds are received with regard to payments made by cheque.
5.6.2 Unless we notify you to the contrary, items retained by us will be covered in accordance with our policy which is available for inspection at our offices from the date of sale for a period of seven days or until the time of collection, whichever is sooner. After seven days or from the time of collection, whichever is the earlier, the Lot will be entirely at your risk.
5.6.3 Our policy will not cover and we are unable to accept responsibility for damage caused by woodworm, changes in atmospheric conditions or acts of terrorism.
- 5.7 Notification**
We are not able to notify successful bidders by telephone. While Invoices are sent out by email or mail after the auction we do not accept responsibility for notifying you of the result of your bid. You are requested to contact us by telephone or in person as soon as possible after the auction to obtain details of the outcome of your bids to avoid incurring charges for late payment.
- 5.8 Packing and handling**
5.8.1 We shall use all reasonable endeavours to take care when handling and packing a purchased Lot but remind you that after seven days or from the time of collection, whichever is sooner, the Lot is entirely at your risk. Our postage charges are set out at the back of the catalogue.
5.8.2 It is the responsibility of the Buyer to be aware of any Import Duties that may be incurred upon importation to the final destination. Spink will not accept return of any package in order to avoid these duties. The onus is also on the Buyer to be aware of any Customs import restrictions that prohibit the importation of certain collectibles. Spink will not accept return of the Lot(s) under these circumstances. Spink will not accept responsibility for Lot(s) seized or destroyed by Customs.
5.8.3 If the Buyer requires delivery of the Lot to an address other than the invoice address this will be carried out at the discretion of Spink.
- 5.9 Recommended packers and shippers**
If required our shipping department may arrange shipment as your agent. Although we may suggest carriers if specifically requested, our suggestions are made on the basis of our general experience of such parties in the past and we are not responsible to any person to whom we have made a recommendation for the acts or omissions of the third parties concerned.
- 5.10 Remedies for non-payment or failure to collect purchases**
5.10.1 If you fail to make payment within seven days of your stipulated payment date set out in your invoice, we shall be entitled to exercise one or more of the following rights or remedies:
5.10.1.1 to charge interest at the rate of 2% per month compound interest, calculated on a daily basis, from the date the full amount is due;
5.10.1.2 to set off against any amounts which the Spink Group may owe you in any other transaction the outstanding amount remaining unpaid by you;
5.10.1.3 we may keep hold of all or some of your Lots or other property in the possession of the Spink Group until you have paid all the amounts you owe us or the Spink Group, even if the unpaid amounts do not relate to those Lots or other property. Following fourteen days' notice to you of the amount outstanding and remaining unpaid, the Spink Group shall have the right to arrange the sale of such Lots or other property. We shall apply the proceeds in discharge of the amount outstanding to us or the Spink Group, and pay any balance to you;
5.10.1.4 where several amounts are owed by you to the Spink Group in respect of different transactions, to apply any amount paid to discharge any amount owed in respect of any particular transaction, whether or not you so direct;
5.10.1.5 to reject at any future auction any bids made by you or on your behalf or obtain a deposit from you before accepting any bids.
5.10.2 If you fail to make payment within thirty-five days, we shall in addition be entitled to:
5.10.2.1 to cancel the sale of the Lot or any other item sold to you at the same or any other auction;
5.10.2.2 to arrange a resale of the Lot, publicly or privately, and, if this results in a lower price being obtained, claim the balance from you together with all reasonable costs including a 20% seller's commission, expenses, damages, legal fees, commissions and premiums of whatever kind associated with both sales or otherwise, incurred in connection with your failure to make payment;
5.10.2.3 when reselling the Lot, place a notice in our catalogue stating that you successfully purchased the Lot at auction but have subsequently failed to pay the Hammer Price of the Lot; or
5.10.2.4 take any other appropriate action as we deem fit.
5.10.3 If you fail to collect within fourteen days after the sale, whether or not payment has been made, you will be required
5.10.3.1 to pay a storage charge of £2 per item per day plus any additional handling cost that may apply.
5.10.3.2 you will not be entitled to collect the Lot until all outstanding charges are met, together with payment of all other amounts due to us.
- 5.11 Use of Default Information**
If you fail to make payment for a Lot in accordance with these Terms and Conditions:
5.11.1 we reserve the right to refuse you the right to make bids for any future auction irrespective of whether previous defaults have been settled; and
5.11.2 you acknowledge that we may (as necessary for our legitimate interests those of other auctioneers and live bidding platforms in referencing customers and avoiding customer defaults) disclose details of such default to other auctioneers and live bidding platforms, which will include your name, address, nature of the default and the date of the default.
Auctioneers or live bidding platforms who receive details of the default may rely on such information when deciding whether to enter into a transaction with you in the future.
- 5.12 Export Licence**
5.12.1 If required we can, at our discretion, advise you on the detailed provisions of the export licensing regulations. Where we advise you in relation to export licensing regulations the ultimate responsibility in respect of any export will lie with you and we will not be responsible for your failure to apply for any necessary licences.
5.12.2 If the Lot is going to be hand carried by you, you may be required to produce a valid export licence to us or sign a waiver document stating that a licence will be applied for.
5.12.3 You should always check whether an export licence is required before exporting. Export licences are usually obtained within two or three weeks but delays can occur.
5.12.4 Unless otherwise agreed by us in writing, the fact that you wish to apply for an export licence does not affect your obligation to make payment within seven days nor our right to charge interest on late payment.
5.12.5 If you request that we apply for an export licence on your behalf, we shall be entitled to recover from you our disbursements and out of pocket expenses in relation to such application, together with any relevant VAT.
5.12.6 We will not be obliged to rescind a sale nor to refund any interest or other expenses incurred by you where payment is made by you despite the fact that an export licence is required.
- 5.13 Refund in the case of Forgery**
5.13.1 A sale will be cancelled, and the amount paid refunded to you if a Lot (other than a miscellaneous item not described in the catalogue) sold by us proves to have been a Forgery. We shall not however be obliged to refund any amounts if either (a) the catalogue description or saleroom notice at the auction date corresponded to the generally accepted opinion of scholars or experts at that time, or fairly indicated that there was a conflict of opinions, or (b) it can be demonstrated that the Lot is a Forgery only by means of either a scientific process not generally accepted for use until after publication of the catalogue or a process which at the date of the auction was unreasonably expensive or impracticable or likely to have caused damage to the Lot. Furthermore, you should note that this refund can be obtained only if the following conditions are met:
5.13.1.1 you must notify us in writing, within seven days of the receipt of the Lot(s), that in your view the Lot concerned is a Forgery;
5.13.1.2 you must then return the item to us within fourteen days from receipt of the Lot(s), in the same condition as at the auction date; and
5.13.1.3 as soon as possible following return of the Lot, you must produce evidence satisfactory to us that the Lot is a Forgery and that you are able to transfer good title to us, free from any third party claims.
5.13.1.4 you must provide to us all evidence obtained by you that a Lot is a Forgery no later than 7 days after you receive such evidence.
5.13.2 In no circumstances shall we be required to pay you any more than the amount paid by you for the Lot concerned and you shall have no claim for interest.
5.13.3 The benefit of this guarantee is not capable of being transferred, and is solely for the benefit of the person to whom the original invoice was made out by us in respect of the Lot when sold and who, since the sale, has remained the owner of the Lot without disposing of any interest in it to any third party.
5.13.4 We shall be entitled to rely on any scientific or other process to establish that the Lot is not a Forgery, whether or not such process was used or in use at the date of the auction.

6 LIABILITY

Nothing in these Terms and Conditions limits or excludes our liability for:

- 6.1 death or personal injury resulting from negligence; or
- 6.2 any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation.

7 USE OF YOUR PERSONAL INFORMATION

7.1 We will use the personal information you provide to us as set out in our privacy notice (available at <https://spink.com/privacy-policy>) and in particular to:

- 7.1.1 process the bids you make on Lots (whether successful or otherwise) and other auction related services we provide;
 - 7.1.2 process your payment relating to a successful purchase of a Lot;
 - 7.1.3 arrange for delivery of any Lot you purchase, which will include passing your details to shipping providers and, on overseas deliveries, to customs where they make enquiries regarding the Lot;
 - 7.1.4 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 7.2 In accordance with clause 4.2, we may pass your information to credit reference agencies in order to obtain credit checks from them, and they may keep a record of any search that they do.
- 7.3 In accordance with clause 5.11, where you default on making payment for a Lot in accordance with these terms and conditions we may disclose details of such default to other auctioneers and live bidding platforms.
- 7.4 We are also working closely with third parties (including, for example, other auctioneers and live bidding platforms) and may receive information about you from them.
- 7.5 Where you provide us with personal information about other individuals, you must ensure that your provision of that information is compliant with applicable data protection law.

8 COPYRIGHT

- 8.1 We shall have the right (on a non-exclusive basis) to photograph, video or otherwise produce an image of the Lot. All rights in such an image will belong to us, and we shall have the right to use it in whatever way we see fit.
- 8.2 The copyright in all images, illustrations and written material relating to a Lot is and shall remain at all times our property and we shall have the right to use it in whatever way we see fit. You shall not use or allow anyone else to use such images, illustrations or written material without our prior written consent.

9 VAT

You shall give us all relevant information about your VAT status and that of the Lot to ensure that the correct information is printed in the catalogues. Once printed, the information cannot be changed. If we incur any unforeseen cost or expense as a result of the information being incorrect, you will reimburse to us on demand the full amount incurred.

10 NOTICES

All notices given under these Terms and Conditions may be served personally, sent by 1st class post, or faxed to the address given to the sender by the other party. Any notice sent by post will be deemed to have been received on the second working day after posting or, if the addressee is overseas, on the fifth working day after posting. Any notice sent by fax or served personally will be deemed to be delivered on the first working day following despatch.

11 ADDITIONAL PROVISIONS

The following provisions of this clause 11 shall apply only if you are acting for the purposes of your business.

11.1 Limitation of Liability

Subject to clause 6, we shall not be liable, whether in tort (including for negligence) or breach of statutory duty, contract, misrepresentation or otherwise for any:

- 11.1.1 loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information; or
- 11.1.2 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

11.2 Severability

If any part of these Terms and Condition is found by any court to be invalid, illegal or unenforceable, that part may be discounted and the rest of the conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

11.3 Force majeure

We shall have no liability to you if we are prevented from, or delayed in performing, our obligations under these Terms and Conditions or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.4 Waiver

11.4.1 A waiver of any right under these Terms and Conditions is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under these Terms and Conditions or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

11.4.2 Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.

11.5 Law and Jurisdiction

11.5.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

11.5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, Terms and Conditions or their subject matter.

Postal Charges

Prices for all items including postage and packaging

Invoice Value	UK	EU	Rest of the World
Up to £1,500	£12	£18	£25
Up to £10,000	£20	£40	£50
Above £10,001	£30	£60	£75

Shipments of more than 2kg or volumetric measurement of more than 2kg have to be sent by courier. Certain countries may incur extra charge when courier services are required by our insurance policy. For lots sent by courier please contact Auctionteam@spink.com for calculation of any further relevant cost in addition to the above charges.

Value Added Tax (VAT)

Charging of (VAT) at Auction

The information shown on this page sets out the way in which Spink intends to account for VAT.

i. Auctioneers' Margin Scheme

1. Where possible, we will offer Lots for sale under the Auctioneers' Margin Scheme. Such Lots can be identified by the absence of any VAT symbol next to the Lot number in the catalogue and will not be subject to VAT on the Hammer Price.
2. Where Lots are sold using the Auctioneers' Margin Scheme to UK VAT-registered businesses, the VAT on Buyers' Premium is not recoverable as input tax. Upon request on sale day, we will issue invoices that show VAT separately on both the Hammer Price and the Buyer's Premium. This will enable VAT-registered businesses to recover the VAT charged as input tax, subject to the normal rules for recovering input tax.

ii. Zero-Rated Lots

Limited Categories of goods, such as books, are Zero-rated (o) for VAT in the United Kingdom. Such Lots are offered under the Auctioneers' Margin Scheme. In these circumstances no VAT will be added to the Buyer's premium.

iii. Daggedged Lots

Lots which are Daggedged (†) in the catalogue are subject to VAT at 20% on both the Hammer Price and the Buyer's Premium.

iv. Imported and Omega Lots

Lots which are marked (x) in the catalogue are subject to VAT at 5% on the Hammer price plus 20% on the Buyer's premium. Lots which bear the Omega symbol (Ω) are subject to VAT at 20% on the Hammer Price and on the Buyer's Premium. This VAT is payable on items imported from outside the EU. In these cases we have used a temporary importation procedure, which in effect means that the point of importation is deferred until the Lot has been sold. At this point the Buyer is treated as the importer and is liable to pay the import VAT due. We will collect the VAT from you and pay it to HM Customs and Excise on your behalf.

v. Investment Gold Lots

Lots marked (g) in the catalogue are exempt from VAT on the Hammer Price and are subject to VAT at 20% on the Buyer's Premium. A refund of VAT charged on the Buyer's Premium can also be made on receipt of proof of business as a collectibles dealer outside of the EU.

SPINK

LONDON

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SALE CALENDAR 2019/2020

STAMPS

6 November	The Treaty Ports of the Shanghai Postal System - Part III	Hong Kong	19056
6/7 November	The Philatelic Collectors' Series Sale	Hong Kong	CSS43
6-18 November	Stamps and Covers of France and French Colonies e-Auction	London	19046
13 November	The 'Rochambeau' Collection of France	London	19047
13-14 November	Dr. Edward Grabowski Postal History Collection of French Colonies	London	19048
5 December	Important Stamps of India	London	19063
5 December	The Davies Collection of Great Britain and Selected Other Countries	London	19058
11 January	The Treaty Ports of the Shanghai Postal System - Part IV	Hong Kong	20018
11 January	The Shambhala collection of Tibet	Hong Kong	20019
12 January	Fine Stamps of China and Hong Kong	Hong Kong	CSS46
28 January	The Freshwater Collection	New York	172
29 January	The 'Lionheart' Collection of Great Britain and British Empire - Part XI	London	20011
29 January	The Philatelic Collectors' Series Sale	New York	173
30/31 January	The Philatelic Collectors' Series Sale	London	20010

COINS

4-14 November	Coins and Commemorative Medals e-Auction	New York	353
25 November - 11 December	World Coins e-Auction	London	19057
10 December	Coins and Commemorative Medals: Winter Auction	London	19007
4/5 January	Banknotes, Bonds & Shares and Coins of China and Hong Kong	Hong Kong	CSS45
19 January	The Numismatic Collector's Series at NY INC, Grand Hyatt	New York	355
20-30 January	Coins and Medals e-Auction	New York	356

BANKNOTES

22 November - 2 December	World Banknotes e-Auction	London	19064
4/5 January	Banknotes, Bonds & Shares and Coins of China and Hong Kong	Hong Kong	CSS45
17 January	World Banknotes at NY INC, Grand Hyatt	New York	354
19 January	The Numismatic Collector's Series at NY INC, Grand Hyatt	New York	355

MEDALS

27/28 November	Orders, Decorations and Medals	London	19003
4/5 January	Banknotes, Bonds & Shares and Coins of China and Hong Kong	Hong Kong	CSS45
19 January	The Numismatic Collector's Series at NY INC, Grand Hyatt	New York	355

BONDS & SHARES

21 October - 5 November	Bonds and Share Certificates of the World e-Auction	London	19019
13-21 December	Stocks & Bonds e-Auction	New York	350
4/5 January	Banknotes, Bonds & Shares and Coins of China and Hong Kong	Hong Kong	CSS45
19 January	The Numismatic Collector's Series at NY INC, Grand Hyatt	New York	355

HISTORICAL DOCUMENTS

9 July	Historical Documents, Postal History and Autographs	London	19022
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LIFESTYLE COLLECTABLES

30 September-9 October	Handbags and Accessories e-Auction	Hong Kong	SHA03
28 October	Estates & Collections Auction	New York	351
7-21 January	A Collection of early Cutlery sets, Veterinary and Medical Implements, Scales and other Measuring Instruments, Objets Vertu and Scientific Instruments. Property of a gentleman	London	20020

The above sale dates are subject to change

Spink offers the following services:

- VALUATIONS FOR INSURANCE AND PROBATE FOR INDIVIDUAL ITEMS OR WHOLE COLLECTIONS -
- SALES ON A COMMISSION BASIS EITHER OF INDIVIDUAL PIECES OR WHOLE COLLECTIONS -

25 Juillet
1910.

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Inde.

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BY APPOINTMENT TO
HER MAJESTY THE QUEEN
Sole Auctioneers & Valuers
SPINK & SPINK LTD, LONDON



BY APPOINTMENT TO
HIS MAJESTY THE KING
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