

The Richard Tompkins Collection of Malaya and Borneo

**To be held in the Grosvenor Auction Room on
the Third Floor of the Stanley Gibbons building
at 399–401 Strand, London WC2R 0LT**

Thursday 2nd November 2006 at 2 pm precisely

Public viewing at our offices is to be available on

Monday 30th October 9.30 am to 5 pm

Tuesday 31st October 9.30 am to 5 pm

Wednesday 1st November 9.30 am to 5 pm

Thursday 2nd November 9.30 am to 12.30 pm

Private viewing may be available prior to these dates

Please telephone for an appointment

GROSVENOR

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Grosvenor Philatelic Auctions Ltd

VAT No. GB 707 0214 77

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Auction Agents

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Conditions of Business

Conditions mostly concerning Buyers

1 The buyer

The highest bidder shall be the buyer at the 'hammer price' and any dispute shall be settled at the auctioneer's absolute discretion. Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by Grosvenor that he acts as agent on behalf of a named principal.

2 Minimum increment

The bidding and advances shall be regulated by and at the absolute discretion of the auctioneer.

3 The premium

The buyer shall pay to Grosvenor a premium of 17.625% on the 'hammer price' inclusive of a sum in lieu of Value Added Tax at the standard rate and agrees that Grosvenor, when acting as agent for the seller, may also receive commission from the seller in accordance with Condition 15.

4 Value Added Tax (VAT)

Lots on which Value Added Tax at 17.5% is payable by the buyer on the 'hammer price' are indicated in the catalogue with the sign '†' Lots with an 'x' before the lot number are subject to Value Added Tax at 5% on the gross lot price i.e. both the hammer price and the buyer's premium.

5 Payment

Immediately a lot is sold the buyer shall:

- (a) give to Grosvenor his name and address and, if so requested, proof of identity; and
- (b) pay to Grosvenor the 'total amount due' (unless credit terms have been agreed with Grosvenor before the auction).

6 Grosvenor may, at its absolute discretion, agree credit terms with the buyer before an auction under which the buyer will be entitled to take possession of lots purchased up to an agreed amount in value in advance of payment by a determined future date of the 'total amount due'.

7 Any payments by a buyer to Grosvenor may be applied by Grosvenor towards any sums owing from that buyer to Grosvenor on any account whatever without regard to any directions of the buyer or his agent, whether express or implied.

8 Collection of purchases

The ownership of the lot purchased shall not pass to the buyer until he has made payment in full to Grosvenor of the 'total amount due'.

9 (a) The buyer shall at his own expense take away the lot purchased not later than 5 working days after the day of the auction but (unless credit terms have been agreed in accordance with Condition 7) not before payment to Grosvenor of the 'total amount due'.

(b) The buyer shall be responsible for any removal, storage and insurance charges on any lot not taken away within 5 working days of the day of the auction.

(c) The packing and handling of purchased lots by Grosvenor staff is undertaken solely as a courtesy to clients and, in the case of fragile articles, will be undertaken only at Grosvenor's discretion. In no event will Grosvenor be liable for damage to glass or frames, regardless of the cause.

10 Buyers' responsibilities for Lots purchased

The buyer will be responsible for loss or damage to lots purchased from the time of collection or the expiry of 5 working days after the day of the auction, whichever is the sooner, and neither Grosvenor nor its servants or agents shall thereafter be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, while any lot is in its custody or under its control.

11 Remedies for non-payment or failure to collect

If any lot is not paid for in full and taken away in accordance with Conditions 6 and 10, or if there is any other breach of either of those Conditions, Grosvenor as agent of the seller shall, at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following rights and remedies:

- (a) to proceed against the buyer for damages for breach of contract.
- (b) to rescind the sale of that or any other lots
- (c) to re-sell the lot or cause it to be re-sold by public auction or private sale and the defaulting buyer shall pay to Grosvenor any resulting deficiency in the 'total amount due' after deduction of any part payment and addition of re-sale costs and any surplus shall belong to the seller.
- (d) to remove, store and insure the lot at the expense of the defaulting buyer and, in the case of storage, either at Grosvenor premises or elsewhere.
- (e) to charge interest at a rate not exceeding 1.5% per month on the 'total amount due' to the extent it remains unpaid for more than 5 working days after the day of the auction.
- (f) to retain that or any other lot sold to the same buyer at the sale or any other auction and release it only after payment of the 'total amount due'.
- (g) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auctions or obtaining a deposit before accepting any bids in future.
- (h) to apply any proceeds of sale then due or at any time thereafter becoming due to the defaulting buyer towards settlement of the 'total amount due' and to exercise a lien on any property of the defaulting buyer which is in Grosvenor's possession for any purpose.

12 Liability of Grosvenor and Sellers

- (a) Each lot is sold as:
 - i) *Genuine* unless otherwise described in the sale catalogue.
 - ii) *Correctly described* (see also clause 12 (f)). The date of any certificate forming part of the description of any lot will be included in the description.
 - (b) A purchaser shall be at liberty to reject any lot if he:
 - i) gives the auctioneer written notice (if possible before the sale) of intention to question the genuineness of, as the case may be, the accuracy of that description of the lot within 7 days (or in the case of an overseas purchaser to be in the auctioneer's hands within 21 days from the date of the sale) and
 - ii) proves that the lot is not genuine or was incorrectly described; and
 - iii) returns to the auctioneer within 30 days of the date of the sale, the lot in the same condition as it was at the time of the sale; provided that the auctioneer may, at his absolute discretion, on receiving a request in writing from the purchaser, extend for

a reasonable period of time the return of the lot, to enable it to be submitted to an agreed expert or expert committee.

nb: The onus of proving a lot not to be genuine, or incorrectly described, is on the purchaser. The inability of a recognised expert or expert committee to express a definite opinion shall serve to discharge the onus on the purchaser and shall be a ground for rejecting the lot concerned.

(c) Where a lot has been submitted for an expert opinion, all costs for such an option shall be paid for by the person who retains the item or items to which the opinion relates.

(d) Where the purchaser of a lot discharges the onus and acts in accordance with sub clause (b) of this clause, the auctioneer shall rescind the sale and repay to the purchaser the purchase money paid by him in respect of the lot.

(e) No lot shall be rejected if, subsequent to the sale, it has been immersed in water, marked by an expert or expert committee, or treated by any other process, unless the auctioneer's permission to subject the lot to such a process has first been obtained in writing.

nb: Many Continental experts now mark forged stamps; therefore it is essential for permission to be obtained from the auctioneers *before* submitting to these experts.

(f) Any lots listed under 'Collections and Various' or stated to comprise or contain a collection, issues or stamps, which are undescribed, shall be put up for sale, not subject to rejection, and shall be taken by the purchaser with all (if any) faults, lack of genuineness, and errors of description, and numbers of stamps within the lot, and the purchaser shall have no right to reject the lot; except that, notwithstanding the foregoing provisions of this sub clause, where before the sale a person intending to bid at the sale gives notice in writing to, and satisfies the auctioneer, that any such lot contains any item or items *not* described in the sale catalogue, and that person specifically describes such in that notice, then that item or items shall, as between the auctioneer and that person, be taken to form part of the description of the lot for purposes of sub clauses (a), (b) and (d) of this clause.

(g) No lot illustrated in the catalogue shall be rejected on the grounds of cancellation, centring, margins, perforation or other characteristics apparent from the illustration. Catalogue illustrations are not guaranteed for tone or colour and no lot shall be rejected on the ground of inaccurate reproduction. Imperfections on covers shall not constitute grounds for return unless of an exceptional nature.

13 Grosvenor sells as agent for the seller (except where it is stated wholly or partly to own any lot as principal) and as such is not responsible for any default by seller or buyer.

14 Any representation or statement by Grosvenor, in any catalogue as to authorship, attribution, genuineness, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only. Every person interested should exercise and rely on his own judgment as to such matters and neither Grosvenor nor its servants or agents are responsible for the correctness of such opinions.

15 Whilst the interests of prospective buyers are best served by attendance at the auction, Grosvenor will, if so instructed, execute bids on their behalf, neither Grosvenor nor its servants or agents being responsible for any neglect or default in doing so or for failing to do so.

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

17 Grosvenor has absolute discretion without giving any reason to refuse any bid, to divide any lot, to combine any two or more lots, to withdraw any lot from the auction and in case of dispute to put up any lot for auction again.

18 (a) Any indemnity under these Conditions shall extend to all actions, proceedings costs, expenses, claims and demands whatever incurred or suffered by the person entitled to the benefit of the indemnity.

(b) Grosvenor declares itself to be a trustee for its relevant servants and agents of the benefit of every indemnity under these Conditions to the extent that such indemnity is expressed to be for the benefit of its servants and agents.

19 Any notice by Grosvenor to a seller, consignor, prospective bidder or buyer may be given by first class mail or airmail and if so given shall be deemed to have been duly received by the addressee 48 hours after posting.

20 These Conditions shall be governed by and construed in accordance with English law. All transactions to which these Conditions apply and all matters connected therewith shall also be governed by English law. Grosvenor hereby submits to the exclusive jurisdiction of the English courts and all other parties concerned hereby submit to the non-exclusive jurisdiction of the English courts.

General conditions and definitions

1 In these Conditions:

(a) 'catalogue' includes any advertisement, brochure, estimate, price list and other publication.

(b) 'hammer price' means the price at which a lot is knocked down by the auctioneer to the buyer.

(c) 'total amount due' means the 'hammer price' in respect of the lot sold together with any premium, Value Added Tax chargeable and additional charges and expenses due from a defaulting buyer in pounds sterling;

(d) 'deliberate forgery' means an imitation made with the intention of deceiving as to authorship, origin, date, age, period, culture or source which is not shown to be such in the description in the catalogue and which at the date of the sale had a value materially less than it would have had if it had been in accordance with that description.

(e) 'sale proceeds' means the net amount due to the seller being the 'hammer price' of the lot sold less commission at the 'stated rates' and 'expenses' and any other amounts due to Grosvenor by the seller in whatever capacity and howsoever rising.

(f) 'stated rate' means Grosvenor published rates of commission for the time being and a sum in lieu of Value Added Tax thereon.

(g) 'expenses' in relation to the sale of any lot means Grosvenor charges and expenses for insurance, illustrations, special advertising, packing and freight of that lot and any Value Added Tax thereon.

(h) 'bought-in price' means 5 per cent more than the highest bid received below the reserve.

2 Vendors' Commission on Sales

A commission of 15% is payable by the vendor on the hammer price on lots sold, unless otherwise agreed.

3 VAT

Commission, illustrations, insurance and advertising are subject to VAT at the standard rate where appropriate.

Important Information for Buyers

Absentee bids

If instructed we will execute bids and advise intending purchasers. No charge is made for this service. Lots will always be bought as cheaply as is allowed by such other bids and reserves as are on our books. In the event of identical bids, the earliest received will take precedence. Always indicate a 'top limit' – the amount to which you would bid if you were attending the auction yourself. 'Buy' or unlimited bids will not be accepted. **All bids must be confirmed in writing or by fax prior to the date of the sale.**

Bidding slip

Further advice to bidders and purchasers may be found on the bidding slip included with this catalogue. Please use this slip when sending bids to us. **It is vital that the slip should be signed.**

Buyers premium

A buyers' premium of 17.625% on the hammer price, inclusive of an amount in lieu of VAT, is payable by the buyer on all lots.

Imported lots

Lots which are marked (x) have VAT charged on the hammer price and buyer's premium because they have been imported into the United Kingdom from outside the EU. In such cases Grosvenor has used a Temporary Importation procedure, which in effect means that the point of importation is deferred until the lot has been sold by Grosvenor. At this point the buyer is treated as the importer and is liable to pay the import VAT due. The VAT is collected by Grosvenor and paid to HM Customs and Excise on behalf of the buyer.

Pre-sale estimates

The pre-sale estimates are intended as a guide for prospective purchasers. Any bid between the listed figures would, in our opinion, offer a fair chance of success. However, all lots, depending on the degree of competition, can realise prices either above or below the listed estimates.

Methods of payment

Payment may be made by transfer direct to the Grosvenor Philatelic Auctions Ltd. account at:

HSBC
105 Mount Pleasant,
Tunbridge Wells
Kent TN1 1QP
Sort Code 40-44-37
Account No. 61399330

International Bank Account No. GB86MIDL40443761399330
Branch Identifier Code MIDLGB2160J

Please include your name and invoice number with your instruction to the bank. If paying by this method from overseas please also include an additional amount (minimum £6) to cover the bank charges that will be incurred and in order to ensure that your total balance due is cleared.

Alternative methods of payment which will enable immediate clearance of purchases include cash, bankers drafts, debit and credit cards (Access and Visa). Although personal and company cheques are accepted, buyers are advised that property will not be released until such cheques have cleared. Purchases will be despatched as soon as possible upon receipt of your written despatch instructions and full payment for the lots you have bought. Carriage will be at the buyer's expense. Estimates and advice on all methods of despatch can be provided upon request.

All credit card payments are subject to an additional charge of 2.5% plus VAT on the surcharge.

Insurance cover will be arranged unless otherwise specified and will be included in the carriage charge.

Clearance of purchases

Buyers who have not established a credit arrangement with Grosvenor will be asked to pay for their purchases when they wish to take possession of them. It is regretted that Grosvenor cannot take Banker's references over the telephone at the time of clearance and that buyers cannot take possession of their purchases until cheques are cleared.

If buyers wish to pay for their purchases by cheque they are urged to arrange clearance of their cheques well in advance of the sale by supplying appropriate banker's references.

In the case of cheques drawn on foreign banks, £10 must be added to the invoice total, otherwise such cheques will be returned.

Buyers may be requested to supply a reasonable means of identification at the time of payment.

Lots will only be released to the purchaser or his authorised representative if full payment has been received by Grosvenor together with settlement of any charges due.

- **Please note that invoices unpaid by the due date will incur interest charges unless an arrangement for extended credit has been arranged in writing with the auctioneer prior to the Sale.**
- **Failure to pay an invoice in full by the due date is likely to result in our refusal to accept any future bids.**

Requests for black and white photocopies and computer scans

Grosvenor is generally prepared to supply on request a strictly limited number of black and white photocopies of items not illustrated in the catalogue or on our website. While it is our practice to provide a single copy free of charge, should a larger number be required, a fee of 50p is payable in advance for each additional copy. Unpaid requests will not be met.

A similarly limited number of computer scans may be requested for sending by email in JPEG format. Enquiries for further information should be made to info@grosvenor-auctions.co.uk

Please note that we must reserve the right to refuse any photocopy or scan requests that we do not consider practical to meet.

Notes

All philatelic items are graded and described in relation to their condition as normally found. Quotations of catalogue numbers and values are taken from Stanley Gibbons catalogues, and other catalogues named in the text, current at the time of lotting.

Bidding increments

Bidding advances will normally proceed by the following steps:

Up to £50 by £2

£50 to £100 by £5

£100 to £300 by £10

£300 to £1,000 by £20 or £30 (ie £520, £550, £580, etc.)

£1,000 to £2,000 by £50

£2,000 to £3,000 by £100

£3,000 to £10,000 by £200 or £300 (ie £3,200, £3,500, £3,800, etc.)

Over £10,000 *at auctioneer's discretion*

Bids of unusual amounts "off step" will be rounded down to the bid step below and will not take precedence over a similar bid unless received first.

Symbols

★ Unmounted Mint	A Accessories
★ Mint	B Booklet
☆ Unused	C Cancelled
○ Used	E Essay
⊞ Block of Four	F Forgery
⊞ Block of larger than Four	L Literature
✉ Used on cover, entire, etc	M Miniature Sheet
✈ Airmail	P Proof
▲ Used on piece or front	R Reprint
§ Approximate count	S Specimen



Richard Tompkins (1946–2004)

Richard started collecting in his early twenties encouraged by a friend of his father. He avoided the limelight and quietly added to the quality of his collection, narrowing down his interests and concentrating on certain areas which most appealed. However, his tragically early death prevented him from achieving all that he would have wished. Even friends who thought they knew him well were surprised to discover the quality and breadth of his collection and his obvious knowledge about his favoured specialist countries. Some did not even know that he was a serious collector at all.

Richard also lead a very full life outside his philatelic one. He qualified as a quantity surveyor and worked for a number of well-known construction companies. Perhaps his most interesting project was the dismantling of the old London Bridge and the building of the new one, during the course of which he was to meet his future business partner with whom he set up a successful construction company which continues in business today. His interest in construction led him into a strong association with Chichester Cathedral where he assisted in fund raising and in advising on major renovation programmes. To the surprise and delight of his friends (who thought he was a confirmed bachelor), in his early 50s he met Charlotte and married her, and in the short period that they were allowed before his untimely death, they produced four lovely children including a set of twins.