

*Acker*

DISTILLED

FINE & RARE SPIRITS

**241WS**

AUCTION

Live Online - [BidLive.AckerWines.com](http://BidLive.AckerWines.com)

Thursday May 9<sup>TH</sup> 2024 3:00pm

Absentee Bidding Available May 1<sup>ST</sup> through 9<sup>TH</sup> at:

[www.AckerWines.com](http://www.AckerWines.com)





## AUCTION OF FINE AND RARE SPIRITS

THURSDAY, MAY 9TH, 2024 ~ 3:00PM ET

LIVE ON THE WEB AT [BIDLIVE.ACKERWINES.COM](http://bidlive.ackerwines.com)

### BIDDER REGISTRATION :

- To register for Internet bidding please email [BIDLIVE@ACKERWINES.COM](mailto:BIDLIVE@ACKERWINES.COM) or Click Sign Up at [www.AckerWines.com](http://www.AckerWines.com).

URL: [bidlive.ackerwines.com](http://bidlive.ackerwines.com)

REGISTRATION : [bidlive.ackerwines.com](http://bidlive.ackerwines.com)  
877.ACKER.47

STORE LOCATION : Acker, Merrall & Condit Co.  
160 West 72nd Street  
New York, NY 10023  
Tel: 212.787.1700  
Fax: 212.799.1984

SALE RESULTS: For prices realized, please call the Auction department at 877.ACKER.47.

ADDITIONAL ABSENTEE BID FORMS : Absentee Bid forms are located near the back of the catalogue.



**BID LIVE OVER THE INTERNET DURING THE AUCTION**

**BEGINNING AT 3:00pm ET  
Thursday, May 9th, 2024**

**TRADITIONAL ABSENTEE BIDDING  
WILL ALSO BE ACCEPTED**

**HOW DO I REGISTER?**

**EMAIL [IDLIVE@ACKERWINES.COM](mailto:IDLIVE@ACKERWINES.COM)  
AND WE WILL REGISTER YOU  
OR JUST LET US KNOW.**

You will receive an email informing you once  
you've been approved to bid at the auction

**HOW DO I LOGIN AND BID LIVE ONLINE?**

**YOU MUST PRE-REGISTER TO BID LIVE  
OVER THE INTERNET EVEN IF YOU HAVE ALREADY  
REGISTERED WITH ACKERWINES.COM**

**IF YOU HAVE REGISTERED TO BID LIVE BEFORE,  
YOU WILL AUTOMATICALLY BE REGISTERED  
TO BID LIVE FOR EVERY SALE.**

To login and bid live online, go to  
[www.AckerWines.com/BidLive](http://www.AckerWines.com/BidLive) and  
login with your email address and password.

Once you're logged in, click the red 'Enter Auction' link for the sale,  
which will be active 1 hour prior to the start of each auction.  
Then, just accept the auction terms and happy bidding!

If you experience difficulties logging in on the day of the auction  
please email [auction@ackerwines.com](mailto:auction@ackerwines.com)

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*\*Credit or Debit Card required to participate.*

NAME \_\_\_\_\_

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CREDIT CARD  DEBIT CARD

EXPIRATION \_\_\_\_\_ SECURITY CODE # \_\_\_\_\_

*(CVV2 code is the 3 digit number on back of card)*

SIGNATURE \_\_\_\_\_

*By signing this form, you authorize Acker Auction Delaware, LLC ("Acker DE"), Acker Auction Inc ("Acker Auction"), and/or Acker Merrill & Condit Co. ("AMC") to bid on these Lots up to the price listed in the "Bid in \$" column. All bids must be received by Acker DE, Acker Auction, or AMC depending upon which auction you are bidding prior to the start of that auction. Credit or debit card information must be provided in order for us to execute your bid. Acker DE, Acker Auction, and AMC do not charge for this confidential bidding service with the understanding that any failure to exercise bids or error in doing so shall not be the responsibility of Acker DE, Acker Auction, and AMC or its respective staff.*

*If your bid is successful, Acker DE, Acker Auction, or AMC will send you an invoice reflecting the total amount due within seven (7) days following the auction to the email provided above. The total amount due shall be the hammer price plus a buyer's premium equal to twenty-five percent (25%) of the hammer price, in addition to any applicable taxes and fees. Payments may be made by wire transfer, check, debit card, or credit card (Visa, Mastercard, or American Express). By signing this form, you authorize Acker DE, Acker Auction, or AMC, without further notice to you, to charge the credit or debit card you provide above for the invoice amount due if you fail to pay the invoice in full within thirty (30) days following the date of the applicable auction. If you revoke this authorization, your registration may be disabled. Please note there will be a credit card usage fee of two percent (2%) on the total auction purchase price for all live and internet auctions. For live auctions (only), the two percent (2%) fee will only apply up to the credit card payment limit of fifteen thousand dollars (USD\$15,000). For internet auctions, there is no limit on the amount that may be charged by credit card. This two percent (2%) fee shall be applied except where prohibited by applicable law.*

*By bidding at auction, Buyer agrees that Buyer has read and agrees to the Buyer's Conditions of Sale Agreement in this sale catalogue and the instruments captioned (i) Bottle Description, and (ii) Absentee Bids published by Acker DE, Acker Auction, and AMC and in effect from time to time, and which are incorporated herein by reference as part of this Agreement, and Buyer agrees that the above are the legal, valid, and binding obligations of Buyer, enforceable in accordance with their terms.*

# ABSENTEE BIDS

- Fine and Rare Spirits ~ Sale 24-1WS
- Thursday, May 9th, 2024 ~ 3:00pm ET
- Please print clearly, and place bids in sequential order.
- We reserve the right to round any off-increment bid to the next highest increment, as outlined below.

## 24-1WS

<b>Either/Or</b>	<b>Lot #</b>	<b>Bid in \$</b>
<i>(Please Bracket)</i>		<i>(note increments)</i>

_____	_____
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BIDDING INCREMENTS	
0-\$1000	\$50
\$1000-\$2000	\$100
\$2,000-\$3,000	\$200
\$3,000-\$5,000	\$200, \$500, \$800
\$5,000-\$10,000	\$500
\$10,000-\$20,000	\$1000
\$20,000-\$30,000	\$2000
ABOVE \$30,000	Auctioneer's Discretion

Bids are also accepted on our website  
at [www.ackerauctions.com](http://www.ackerauctions.com)

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NAME: \_\_\_\_\_

**24-1WS**

**Either/Or**  
*(Please Bracket)*      **Lot #**      **Bid in \$**  
*(note increments)*


**24-1WS**

**Either/Or**  
*(Please Bracket)*      **Lot #**      **Bid in \$**  
*(note increments)*


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## DISTILLED

LIVE ON THE WEB ~ BIDLIVE.ACKERWINES.COM

LOTS 1-299

Thursday, May 9th, 2024 BEGINNING AT 3:00pm ET



LOT 1



LOT 2



LOT 3

**1 Patron - Gran Patron - Platinum**  
4.1cm bc, abv40%, 1x1 1.75 liter ocb

1 1.75 liter

per lot \$240-320

**3 Johnnie Walker - Blue Label - Ghost & Rare: Brora**  
abv40%, 1x1 bottle ocb

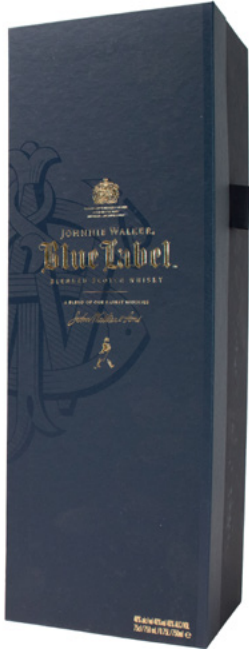
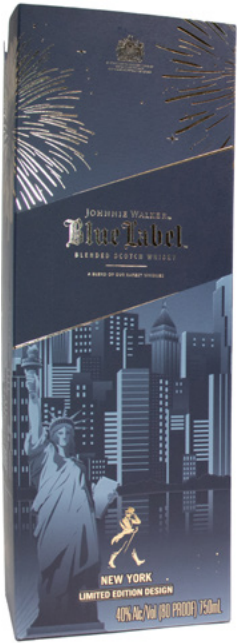
1 bottle

per lot \$300-400

**2 Johnnie Walker - Blue Label**  
abv40%, 1x1 bottle ocb

1 bottle

per lot \$120-160



LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

**4 Johnnie Walker - Blue Label - New York Edition**

*abv40%, 1x1 bottle ocb*

1 bottle per lot \$260-350

**5 Laubade - 1965**

*abv40%*

1 bottle per lot \$260-350

**6 Laubade - 1966**

*4cm bc, abv40%*

1 bottle per lot \$260-350

**7 Laubade - 1975**

*3.7cm bc, abv40%*

1 bottle per lot \$150-200

**8 A.H. Hirsch - 20 Year Old - Red Wax – 1974**

*4cm bc, abv45.8%*

1 bottle per lot \$4500-6000



**LOT 9**



**LOT 10**



**LOT 11**



**LOT 12**



**LOT 13**



**LOT 14**

**9 Eagle Rare - 17 Year Old - 2017 Release**  
*4.6cm bc, abv45%*  
 1 bottle per lot \$1200-1600

**10 George T. Stagg - 2006 Release - 140.6 Proof**  
*5.5cm bc, abv70.3%*  
 1 bottle per lot \$1500-2000

**11 George T. Stagg - 2007 Release - 144.8 Proof**  
*5.5cm bc, abv72.4%*  
 1 bottle per lot \$1600-2200

**12 George T. Stagg - 2010 Release - 143 Proof**  
*5.4cm bc, abv71.5%*  
 1 bottle per lot \$1200-1600

**13 Jefferson's - 18 Year Old - Presidential Select - Batch #15**  
*abv47%*  
 1 bottle per lot \$900-1200

**14 Jefferson's - 18 Year Old - Presidential Select - Batch #16**  
*abv47%*  
 1 bottle per lot \$900-1200





LOT 15



LOT 16



LOT 17



LOT 18



LOT 19



LOT 20

- 15 John E. Fitzgerald - 20 Year Old - Very Special Reserve  
abv45%  
1 half-bottle per lot \$1200-1600
- 16 Old Rip Van Winkle - 10 Year Old  
abv53.5%  
1 bottle per lot \$550-750
- 17 Wild Turkey - Master's Keep: Decades  
abv52%  
1 bottle per lot \$240-320

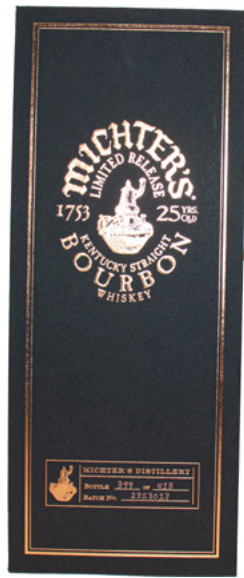
- 18 Uitvlugt Rum - 30 Year Old - Cadenheads - 1974  
5.3cm bc, abv61.5%  
1 bottle per lot \$700-900
- 19 1 bottle per lot \$700-900  
3.6cm bc, abv61.5%
- 20 Blanton's - Single Barrel  
3abv46.5%, 2tag  
3 bottles per lot \$260-350



LOT 21



LOT 22



LOT 23



LOT 24



LOT 25



LOT 26

- 21 **Eagle Rare - 17 Year Old - 2023 Release**  
3.9cm bc, abv50.5%  
1 bottle per lot \$1200-1600
- 22 **George T. Stag - 2023 Release - 135 Proof**  
4.7cm bc, scl, abv67.5%  
1 bottle per lot \$1100-1500
- 23 **Michter's Bourbon - 25 Year Old - 2023 Release**  
3.7cm bc, abv58.1%, 1x1 bottle ogb, tag  
1 bottle per lot \$5500-7500

- 24 **Old Rip Van Winkle - 10 Year Old - 2023 Release**  
abv53.5%  
1 bottle per lot \$600-800
- 25 1 bottle per lot \$600-800  
abv53.5%
- 26 **Pappy Van Winkle - 15 Year Old, Family Reserve - 2023 Release**  
abv53.5%  
1 bottle per lot \$1500-2000



**LOT 27**

**LOT 28**

**LOT 29**

**LOT 30**

**LOT 31**

**LOT 32**

**LOT 33**

**27 Stagg - Batch #22A - 132.2 Proof**  
*abv66,1%*

1 bottle per lot \$240-320

**28 Thomas H. Handy - 2023 Release - 124.9 Proof**  
*4.5cm bc, abv62.45%*

1 bottle per lot \$550-750

**29 Van Winkle - 12 Year Old,  
 Lot "B" Special Reserve - 2023 Release**  
*abv45.2%*

1 bottle per lot \$700-900

**30 Weller - 12 Year Old**  
*abv45%*

1 bottle per lot \$160-220

**31** 1 bottle  
*abv45%*

per lot \$160-220

**32** 1 bottle  
*abv45%*

per lot \$160-220

**33** 1 bottle  
*abv45%*

per lot \$160-220



LOT 34



LOT 35



LOT 36



LOT 37



LOT 38

- |  |  |
|--|--|
| <p><b>34 Weller - Antique 107</b><br/> <i>abv53.5%</i><br/>         1 bottle _____ per lot \$100-140</p> <p><b>35 Wild Turkey - Diamond Anniversary</b><br/> <i>abv45.5%</i><br/>         1 bottle _____ per lot \$150-200</p> <p><b>36 William Larue Weller - 2023 Release - 133.6 Proof</b><br/> <i>4.5cm bc, abv66.8%</i><br/>         1 bottle _____ per lot \$1200-1600</p> | <p><b>37 Jack Daniel's - Sinatra Century Limited Edition</b><br/> <i>4.8cm bc, abv50%,<br/>         1x1 Liter original presentation case, pin, booklet</i><br/>         1 Liter _____ per lot \$1200-1600</p> <p><b>38 David Nicholson - 7 Year Old - Stitzel Weller</b><br/> <i>50%abv, tax strip</i><br/>         1 bottle _____ per lot \$1000-1400</p> |
|--|--|



**LOT 39**



**LOT 40**



**LOT 41**



**LOT 42**



**LOT 43**



**LOT 44**

**39 Johnnie Walker Liqueur**

*3.1 cm beneath capsule, abv40%,  
1x1 bottle owc water damaged,  
2 branded glasses*

1 bottle \_\_\_\_\_ per lot \$80-110

**40 Old Forester - Single Barrel - Barrel Strength Rye**

*6.3cm bc, abv65.15%*

1 bottle \_\_\_\_\_ per lot \$140-180

**41 Suntory - 58 Degree**

*4.9cm bc, abv58%*

1 500ml \_\_\_\_\_ per lot \$200-280

**42 Woodford Reserve - Master's Collection #10:  
1838 Style White Corn**

*7.2cm bc, abv45.2%, tag*

1 bottle \_\_\_\_\_ per lot \$160-220

**43 Woodford Reserve - Master's Collection #11:  
Brandy Cask Finish**

*8.1cm bc, abv45.2%, tag*

1 bottle \_\_\_\_\_ per lot \$140-180

**44 Woodford Reserve - Master's Collection #16:  
Very Fine Rare**

*6cm bc, abv45.2%, tag*

1 bottle \_\_\_\_\_ per lot \$160-220



**LOT 45**



**LOT 46**



**LOT 47**



**LOT 48**

**45 Woodford Reserve - Master's Collection #9:  
Sonoma-Cutrer Pinot Noir**

*8.2cm bc, abv45.2%, tag*

1 700ml per lot \$160-220

**46 Woodford Reserve - Master's Collection:  
2018 Batch Proof 125.8**

*8.3cm bc, abv62.9%*

1 bottle per lot \$150-200

**47 Woodford Reserve - Master's Collection:  
2019 Batch Proof 123.2**

*8.2cm bc, abv61.6%*

1 bottle per lot \$150-200

**48 1 bottle per lot \$150-200**  
*8.3cm bc, abv61.6%*

**49 Glenfiddich - 19 Year Old - Age of Discovery -  
Bourbon Cask**

*abv40%, 1x1 bottle ogb*

1 bottle per lot \$110-150



**LOT 49**



LOT 50

LOT 50



LOT 51

LOT 51



LOT 52

LOT 52



LOT 53

LOT 53



LOT 54

LOT 54

- 50 Orphan Barrel - 26 Year Old - Forager's Keep  
*abv48%*  
 1 bottle per lot \$200-280
- 51 Hancock's - President's Reserve  
*abv44.45%*  
 1 bottle per lot \$100-140
- 52 Joseph Magnus- Cigar Blend - Batch #114  
*8.5cm bc, abv57.6%*  
 1 bottle per lot \$180-240
- 53 Old Fitzgerald - 11 Year Old, Bottled in Bond -  
 2021 Release  
*4.3cm bc, abv50%*  
 1 bottle per lot \$320-480
- 54 Orphan Barrel - 16 Year Old - Copper Tongue  
*abv44.9%*  
 1 bottle per lot \$110-150
- 55 Shenk's - 2021 Release  
*5.4cm bc, abv45.6%*  
 1 bottle per lot \$140-180



LOT 55



LOT 56

LOT 57



LOT 58

LOT 59

**56 Crown Royal Blended Canadian - 1982**  
*abv40%, 1x1 bottle ogb, bag* (1)  
**Hibiki - Harmony**  
*abv43%* (1)  
**Chivas Brothers - 21 Year Old - Royal Salute - Ruby Flagon**  
*tax strip, abv40%, 1x1 700ml ogb, bag* (1)  
 Above 1 700ml and 2 bottles per lot \$200-280

**58 Chivas Brothers - The Century of Malts**  
*1-3.8cm bc, 3abv43%, 1-3.2cm bc, 2booklet, 1-3.3cm bc, 2x1 bottle ogb's*  
 3 bottles per lot \$200-280

**59 Glen Keith - 1983**  
*abv43%*  
 1 bottle per lot \$90-120

**57 Chivas Brothers - Revolve 1801**  
*abv50%, 1x1 bottle ogb* (1)  
**Chivas Brothers - The Century of Malts**  
*3.3cm bc, abv43%* (1)  
 Above 2 bottles per lot \$150-200





LOT 60



LOT 61



LOT 62



LOT 63

**60 Johnnie Walker - Blue Label**  
*abv40%, 1x1 bottle ogb, booklet*  
 1 bottle

per lot \$120-160

**61 Laubade - 1966**  
*abv40%, 1x1 bottle owb*  
 1 bottle

per lot \$260-350

**62 Martell – Cordon Ardgent – Extra**  
*5.3cm bc, 1x1 700ml ogb*  
 1 700ml

per lot \$300-400

**63** 1 700ml  
*6.3cm bc, 1x1 700ml ogb*

per lot \$300-400

**64 Martell - Cordon Bleu**  
*abv40%*  
 1 bottle

per lot \$90-120



LOT 64



LOT 65



LOT 66



LOT 67



LOT 68

- 65 **Blanton's - Single Barrel**  
*abv46.5%, 1x1 bottle ogb, bag, tag*  
 1 bottle per lot \$90-120
  
- 66 **Elmer T. Lee - Single Barrel**  
*abv45%*  
 1 bottle per lot \$200-280
  
- 67 **Stagg - Batch #23B - 127.8 Proof**  
*abv63.9%*  
 1 bottle per lot \$180-240
  
- 68 1 bottle per lot \$180-240  
*abv63.9%*
  
- 69 **Weller - Full Proof - Single Barrel Select**  
*abv57%*  
 1 bottle per lot \$220-300



LOT 69



LOT 70



LOT 71



LOT 72



LOT 73



LOT 74

**70 El Dorado - 21 Year Old - SMWS R2.2**  
**“Too much of a good thing” - 1991**

*abv71.4%*

1 bottle

per lot \$120-160

**71 Arran - 13 Year Old - SMWS 121.67**  
**“Energising and enigmatic” – 1999**

*abv58.1%*

1 bottle

per lot \$100-140

**72 Balvenie - 21 Year - Port Wood**

*4.5cm bc, abv43%*

1 bottle

per lot \$180-240

**73 Bruichladdich - 13 Year Old - SMWS 23.39**  
**“Laundry and violets” - 1989**

*abv56.6%*

1 bottle

per lot \$120-160

**74 Caol Ila - 14 Year Old - SMWS 53.218**  
**“Philadelphia cigar perfection” - 2000**

*abv64.4%*

1 bottle

per lot \$100-140



LOT 75



LOT 76



LOT 77



LOT 78

**75 Caol Ila Single Malt - 24 Year Old - SMWS 53.210**  
**“Fantastic stuff” - 1989**  
*abv53.3%*  
 1 bottle per lot \$200-280

**77 Glen Moray - 19 Year Old - SMWS 35.114**  
**“A southern gentleman” - 1994**  
*abv58.9%*  
 1 bottle per lot \$120-160

**76 Glen Moray - 16 Year Old - SMWS 35.106**  
**“Fantastically floral” - 1996**  
*abv54.4%* (1)  
**Glen Moray - 17 Year Old - SMWS 35.117**  
**“Cock-a-hoop with happiness” - 1996**  
*abv54.6%* (1)  
 Above 2 bottles per lot \$200-280

**78 Glenmorangie - 15 Year Old - Artein - Private Edition**  
*4.2cm bc, abv46%*  
 1 bottle per lot \$160-220



LOT 79



LOT 80



LOT 81



LOT 82

**79 Glenmorangie - 18 Year Old**  
*5.1cm bc, abv43%, 1x1 bottle original tube (1)*

**Glenmorangie - Companta - Private Edition**  
*4.2cm bc, abv46% (1)*  
 Above 2 bottles per lot \$200-280

**80 Glenmorangie - Finealta - Private Edition**  
*4.3cm bc, abv46%, 1x1 bottle ocb*  
 1 bottle per lot \$200-280

**81 Laphroaig - 17 Year Old - SMWS 29.60**  
**“Smoke-heads will Die for it” - 1989**  
*abv59.1%*  
 1 bottle per lot \$400-600

**82 Laphroaig - 23 Year Old - SMWS 29.154**  
**“Camping with M\*A\*S\*H” - 1990**  
*abv49.8%*  
 1 bottle per lot \$300-400

**83 Macallan - 16 Year Old - SMWS 24.84 - 1989**  
*abv53.7%*  
 1 bottle per lot \$300-400



LOT 83



LOT 84

LOT 85

LOT 86

LOT 87

**84 North British Single Grain - 21 Year Old - SMWS G1.9 "The palate gets a Ping!" - 1990**

*abv62.8%*

1 bottle per lot \$200-280

**85 Strathmill - 34 Year Old - Classic Cask - 1974**

*3.3cm bc, abv42.7%*

1 bottle per lot \$200-280

**86 Chichibu - 6 Year Old - Ichiro's Malt - Single Bourbon Cask #2134 - Year of the Mouse**

*4.3cm bc, abv64.3%, 1x1 bottle ocb*

1 bottle per lot \$1100-1500

**87 Chichibu - 6 Year Old - Ichiro's Malt - Single Bourbon Cask #2345 - Year of the Wild Boar**

*4.1cm bc, abv63.5%, 1x1 bottle ocb*

1 bottle per lot \$1000-1400



**LOT 88**

**88 Ardbeg - Double Barrel - 1974**

*2-4.3cm beneath capsule, 2bottled 2007,*

*1cask #3524, 1cask #3145, 2abv44.9%,*

*1x2 700ml custom leather case,*

*1with 8 silver cups & sampling book, 1pen, 1book,*

*1silver polishing kit, 1leather cleaning kit, 1felt bag*

2 700mls

per lot \$18000-24000



LOT 89

**89 Balvenie - 42 Year Old - Stories:Tale of the Dog**

*abv47%, 1x1 bottle owc, 1x1 bottle ocb*

1 bottle

per lot \$10000-14000





**LOT 90**

**90 Bowmore - 38 Year Old - 1957**  
*5.5cm bc, abv40.1%, 1x1 700ml ogb,*  
*key*  
 1 700ml per lot \$8000-11000



**LOT 91**

**91 Brora - 30 Year Old**  
*5cm bc, bottled in 2009, 1x1 bottle tube*  
 1 bottle per lot \$1100-1500



**LOT 92**

**92 Dalmore - 40 Year Old - 2023 Edition**  
*abv42%, 1x1 bottle ogb, 1x1 bottle ocb,*  
*stopper, bag, booklet*  
 1 bottle per lot \$6500-8500



**LOT 93**

**93 Glenfarclas - Fino Casks - 1966**  
*3.8cm bc, cask #4194, 4195, & 4197,*  
*bottled in 2013, abv50.5%, 1x1 700ml ogb*  
 1 700ml per lot \$1800-2400



LOT 94



LOT 95



LOT 96



LOT 97



LOT 98

**94 Highland Park - King Christian I**  
 5.5cm bc, cuc, abv46.8%, 1x1 700ml ogb,  
 booklet, stand  
 1 700ml per lot \$3500-5000

**95 Lagavulin - 25 Year Old - Prima & Ultima - 1997**  
 4.7cm bc, bottled in 2022, abv50.7%,  
 1x1 700ml ogb, 1x1 700ml ocb  
 1 700ml per lot \$1300-1700

**96 Lagavlin - 16 Year Old - Sestante - 1968**  
 4.1cm bc, abv40%  
 1 bottle per lot \$1100-1500

**97 Macallan Glenlivet - Gordon & MacPhail - 1938**  
 7.1cm bc, sl, abv43%, 1x1 bottle owc, booklet  
 1 bottle per lot \$9000-12000

**98 Macallan - 10 Year Old - Whisky Magazine Magazine Anniversary**  
 abv57.4%, 1x1 700ml ocb  
 1 700ml per lot \$1600-2200



LOT 99



LOT 100



LOT 101

- 99 Macallan - 18 Year Old - Sherry Oak - 1970**  
*4.8cm bc, bottled in 1988, abv43%, 1x1 bottle ocb*  
 1 bottle per lot \$2200-3000
- 100 Macallan Single Malt - 25 Year Old - Sherry Oak - 2018 Release**  
*abv43%, 1x1 bottle ogb*  
 1 bottle per lot \$1500-2000
- 101 Macallan - 30 Year Old - Fine Oak, Triple Cask**  
*abv43%, 1x1 bottle ogb*  
 1 bottle per lot \$2400-3200
- 102 Macallan - 30 year Old - Sherry Oak**  
*abv43%, 1x1 700ml ogb*  
 1 700ml per lot \$3500-5000



LOT 102



**LOT 103**



**LOT 104**

**103 Macallan - 31 Year Old - Fine & Rare - 1938**

*first bottled in 1969, re-bottled in 2002,  
abv43%, 1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$24000-32000

**104 Macallan - 32 Year Old - Fine & Rare - 1937**

*first bottled in 1969, re-bottled in 2002,  
abv43%, 1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$24000-32000



LOT 105



LOT 106

**105 Macallan - 35 Year Old - Fine & Rare - 1940**

*first bottled in 1975, re-bottled in 2002,  
abv43%, 1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$20000-28000

**106 Macallan - 47 Year Old - Fine & Rare - 1954**

*cask #1902, bottled in 2002, abv50.2%,  
1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$22000-30000



LOT 107



LOT 108

**107 Macallan - 49 Year Old - Fine & Rare - 1952**

*cask #1250, bottled in 2002, abv48%,*

*1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$20000-28000

**108 Macallan - 52 Year Old - Fine & Rare - 1950**

*cask #598, bottled in 2002, abv46.7%,*

*1x1 bottle owc, 1x1 bottle ocb, booklet*

1 bottle per lot \$20000-28000



LOT 109



LOT 110



LOT 111



LOT 112

- 109 Macallan - Campbell, Hope and King - 1955**  
*7.7cm bc, sl, abv40%*  
 1 bottle per lot \$3000-4000
- 110 Macallan - Edition No. 1**  
*abv48%, 1x1 bottle ocb*  
 1 bottle per lot \$1500-2000
- 111** 1 bottle per lot \$1500-2000  
*abv48%, 1x1 bottle ocb*
- 112 Talisker - 46 Year Old - Prima & Ultima - 1976**  
*3.3cm bc, bottled in 2022, abv50.9%,  
 1x1 700ml ogb, 1x1 700ml ocb, booklet*  
 1 700ml per lot \$3500-5000
- 113 A.H. Hirsch - 16 Year Old - 1974**  
*7.4cm bc, abv45.5%*  
 1 bottle per lot \$2200-3000



LOT 113



LOT 114



LOT 115



LOT 116

- 114 **Colonel E.H. Taylor Jr. - Warehouse C Tornado Surviving - 2011 Release**  
*6.3cm bc, fl, abv50%, 1x1 bottle original tube*  
 1 bottle per lot \$4000-6000
  
- 115 **Colonel E.H. Taylor Jr. - Warehouse C - 2021 Release**  
*5.3cm bc, abv50%, 1x1 bottle original tube*  
 1 bottle per lot \$1100-1500
  
- 116 **Eagle Rare - 20 Year Old, Double Eagle Very Rare - 1st Release - 2019 Release**  
*3.2cm bc, abv45%, 1x1 bottle ogb, 1x1 bottle ocb, stopper, certificate, bag*  
 1 bottle per lot \$9000-12000
  
- 117 **NO LOT**
  
- 118 **George T. Stagg - 2010 Release - 143 Proof**  
*5.4cm bc, abv71.5%*  
 1 bottle per lot \$1300-1700



LOT 118





LOT 119



LOT 120



LOT 121



LOT 122

**119 Michter's - Celebration - 2019 Release**  
*4.9cm bc, 3rd release, abv57.8%, 1x1 bottle ocb*  
 1 bottle per lot \$10000-14000

**120 Michter's - 20 Year Old - 2021 Release**  
*4.4cm bc, abv57.1%, 1x1 bottle ogb, necktag*  
 1 bottle per lot \$3200-4200

**121 Sazerac - 18 Year Old - 2020 Release**  
*5.1cm bc, abv45%*  
 1 bottle per lot \$1000-1400

**122 William Larue Weller - 2010 Release - 126.6 Proof**  
*5.2cm bc, abv63.3%*  
 1 bottle per lot \$1300-1700

**123** 1 bottle per lot \$1300-1700  
*5.1cm bc, abv63.3%*

**124** 1 bottle per lot \$1300-1700  
*5.3cm bc, abv63.3%*



LOT 123



LOT 124



LOT 125



LOT 126



LOT 127



LOT 128



LOT 129



LOT 130

- 125 William Larue Weller - 2011 Release - 133.5 Proof**  
5.1cm bc, abv66.75%  
1 bottle per lot \$1500-2000
- 126** 1 bottle per lot \$1500-2000  
5.2cm bc, abv66.75%
- 127** 1 bottle per lot \$1500-2000  
5.3cm bc, abv66.75%
- 128** 1 bottle per lot \$1500-2000  
5.1cm bc, abv66.75%

- 129 William Larue Weller - 2018 Release - 125.7 Proof**  
5cm bc, abv62.85%  
1 bottle per lot \$1200-1600
- 130 William Larue Weller - 2019 Release - 128 Proof**  
4.4cm bc, abv64%  
1 bottle per lot \$1200-1600



**LOT 131**



**LOT 132**

**131 Bowmore - 38 Year Old - 1957**

*5.1cm beneath capsule, distilled 01/14/1957,  
bottle #636 of 861, abv40.1%, 1x1 700ml owc, keys*

1 700ml per lot \$7500-10000

**132 Bowmore - 50 Year Old - 1961**

*5cm beneath capsule, bottle #22 of 200, abv40.7%,  
1x1 bottle owc*

1 bottle per lot \$26000-35000



LOT 133



LOT 134



LOT 135

**133 Bowmore - 43 Year Old - The Trilogy White - 1964**

*3.5cm beneath capsule, bottle #694 of 732, abv42.8%, 1x1 bottle owc*

1 bottle per lot \$14000-18000

**134 Bowmore - Mizunara Cask Finish**

*abv53.9%, 1x1 bottle ogb, tag*

1 bottle per lot \$1000-1400

**135 Brora Single Malt - 34 Year Old - 2017 Release**

*3.6cm bc, abv51.9%, 1x1 700ml ogb*

1 700ml per lot \$1300-1700

**136 Coleburn – 125th Anniversary - Gordon & MacPhail – 1972**

*cask #3511, bottled 2020, abv62.4%, 1x1 700ml ogb, card*

1 700ml per lot \$1500-2000



LOT 136



LOT 137



LOT 138



LOT 139



- 137 Coleburn - 1981 - Gordon & MacPhail - Private Collection**  
*abv55.9%, 1x1 700ml owc*  
 1 700ml per lot \$1600-2200
- 138 Glenfarclas - The Family Casks - Cask #2110 - 1957**  
*3.8cm bc, released Spring 2015, abv50.3%, 1x1 700ml owc*  
 1 700ml per lot \$3000-4000
- 139 Glenfarclas - The Family Casks - Cask #3054 - 1961**  
*4.3cm bc, released Summer 2014, abv44.2%, booklet, 1x1 bottle owc*  
 1 bottle per lot \$1500-2000
- 140 Glenfarclas - 60 Year Old**  
*abv43%, 1x1 700ml ocb, 1x1 suitcase*  
 1 700ml per lot \$11000-15000



LOT 140



LOT 141



LOT 142

**141 Macallan - 52 Year Old - Fine & Rare - Cask #598 - 1950**

*cask 598, bottled 2002, abv46.7%, 1x1 700ml owc*

1 700ml

per lot \$22000-30000

**142 Macallan - 40 Year Old - Fine & Rare - Cask #8661 - 1977**

*cask 8661, bottled 2017, abv48.5%, 1x1 bottle owc*

1 bottle

per lot \$22000-30000



LOT 143



LOT 144



LOT 145

**143 Macallan - 25 Year Old - Fine & Rare - Cask #7021 - 1991**  
*cask 7021, bottled 2016, abv49.4%, 1x1 700ml owc*  
 1 700ml per lot \$9000-12000

**144 Macallan - 1997 - Exceptional Cask #14369 - 2018 Release**  
*abv52.3%, 1x1 bottle ocb*  
 1 bottle per lot \$3500-5000

**145 1 bottle** per lot \$3500-5000  
*abv52.3%, 1x1 bottle ocb*

**146 Macallan - Distil Your World - New York Edition**  
*abv49.5%, book, 1x1 700ml owc*  
 1 700ml per lot \$9000-12000

**147 Macallan - James Bond, 60th Anniversary Release - Decade I-VI**  
*6 x abv43.7%, 6x1 700ml original tube's*  
 6 700mls per lot \$6500-8500



LOT 146

LOT 147





LOT 148



LOT 149



LOT 150



LOT 151

**148 Macallan - Master of Photography - Mario Testino**  
*abv46.6%, 1x1 700ml & 6 50ml custom ogb, print, booklet*  
 Above 1 700ml per lot \$2800-3800  
 and 6 50mls

**149** Above 1 700ml and 6 50mls per lot \$2800-3800  
*abv46.6%, 1x1 700ml & 6 50ml custom ogb, print, booklet*

**150** Above 1 700ml per lot \$2800-3800  
*abv46.6%, 1x1 700ml & 6 50ml custom ogb, print, booklet*

**151** Above 1 700ml and 6 50mls per lot \$2800-3800  
*abv46.6%, 1x1 700ml & 6 50ml custom ogb, print, booklet*





**LOT 152**



**LOT 153**



**LOT 154**



**LOT 155**



**LOT 156**

- 152 Black Maple Hill - Kentucky Bourbon - Small Batch**  
*abv47.5%*  
 1 bottle per lot \$700-900
- 153** 1 bottle per lot \$700-900  
*abv47.5%*
- 

- 154 Pappy Van Winkle - 23 Year Old - Gold Wax - 2005 Release**  
*3.7cm bc, scl, missing back label, crc, 47.8%abv*  
 1 bottle per lot \$4500-6000
- 155** 1 bottle per lot \$4500-6000  
*3.9cm bc, wrinkled back label, crc, 47.8%abv*
- 156** 1 bottle per lot \$4500-6000  
*3.9cm bc, wrinkled back label, crc, 47.8%abv*
-



LOT 157

**157 Hennessy - Timeless**

*bottle 1113 of 2000,*

*1x1 bottle original presentation case complete with  
crystal decanter and booklet*

*Crafted in 1999 to symbolize heritage and anticipation  
for the new millennium, Hennessy Timeless is a blend of  
11 exceptional eaux-de-vie from 1900 to 1990, overseen  
by master blender Yann Fillioux and limited to 2000 bot-  
tles. Housed in a stunning pebble-shaped crystal decant-  
er by Baccarat, each bottle is a true work of art, encap-  
sulating luxury and craftsmanship.*

1 700ml

per lot \$4500-6000



**LOT 158**



**LOT 159**



**LOT 160**



**LOT 161**



**LOT 162**



**LOT 163**



**LOT 164**

**158 Clase Azul - Dia de Muertos - 2020 Release**  
*abv40%, 1x1 Liter ogb, booklet*  
 1 Liter \_\_\_\_\_ per lot \$2400-3200

**159 Clase Azul - Anejo**  
*abv40%, NOM 1595, 1x1 bottle ogb, booklet*  
 1 bottle \_\_\_\_\_ per lot \$300-400

**160** 1 bottle \_\_\_\_\_ per lot \$300-400  
*abv40%, NOM 1595, 1x1 bottle ogb, booklet*

**161** 1 bottle \_\_\_\_\_ per lot \$300-400  
*abv40%, NOM 1595, 1x1 bottle ogb, booklet*

**162 Clase Azul - Reposado**  
*abv40%, NOM 1595, 1x1 bottle ogb*  
 1 bottle \_\_\_\_\_ per lot \$120-160

**163** 1 bottle \_\_\_\_\_ per lot \$120-160  
*abv40%, NOM 1595, 1x1 bottle ogb*

**164** 1 bottle \_\_\_\_\_ per lot \$120-160  
*abv40%, NOM 1595, 1x1 bottle ogb*



**LOT 165**



**LOT 166**



**LOT 167**



**LOT 168**



**LOT 169**



**LOT 170**

- 165** Clase Azul - Ultra - Extra Anejo  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*  
 1 Liter per lot \$1000-1400
- 166** 1 Liter per lot \$1000-1400  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*
- 167** 1 Liter per lot \$1000-1400  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*
- 168** 1 Liter per lot \$1000-1400  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*
- 169** 1 Liter per lot \$1000-1400  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*
- 170** 1 Liter per lot \$1000-1400  
*abv40%, NOM 1416, 1x1 Liter ogb, booklet*



**LOT 171**



**LOT 172**

**171 Clase Azul - Ultra - Reposado - Pink Breast Cancer Edition**

*abv40%, NOM 1416, 1x6 neck tag, 1x6 Liter ogb*

6 Liters per lot \$8000-11000

**172** 6 Liters per lot \$8000-11000

*abv40%, NOM 1416, 1x6 neck tag, 1x6 Liter ogb*

**173** 6 Liters per lot \$8000-11000

*abv40%, NOM 1416, 1x6 neck tag, 1x6 Liter ogb*



**LOT 173**



LOT 174



LOT 175



LOT 176

**174 Clase Azul - Dia de Muertos - Edicion Limitada Aromas - 2023 Release**  
*abv40%, 1x1 Liter ogb, tasting glasses*  
 1 Liter per lot \$2000-2800

**175** 1 Liter per lot \$2000-2800  
*abv40%, 1x1 Liter ogb, tasting glasses*

**176 Michter's - 20 Year Old - 2019 Release**  
*3.7cm bc, abv57.1%, 1x ocb, 1x tag*  
 1 bottle per lot \$3500-5000

**177 Old Carter - Batch #1 - Straight Bourbon**  
*5cm bc, abv58.75%*  
 1 bottle per lot \$300-400

**178 J. Bally - Vieux Agricole - 1966**  
*abv45%*  
 1 700ml per lot \$350-500



LOT 177



LOT 178



LOT 179



LOT 180



LOT 181

**179 Pappy Van Winkle - 23 Year Old - 2014 Release**

*abv47.8%, bag*

1 bottle \_\_\_\_\_ per lot \$3000-4000

**180 Laphroaig Single Malt - 17 Year Old - Feis Ile - 2004**

*5.3cm bc, abv55.2%, 1x1 700ml tube, stained tube*

1 700ml \_\_\_\_\_ per lot \$1200-1600

**181 Macallan - 25 Year Old - Anniversary Malt**

*4.8cm bc, abv43%, 1x1 bottle owc*

1 bottle \_\_\_\_\_ per lot \$2000-2800

**182 Macallan - 18 Year Old - Sherry Oak - 1979**

*abv43%*

1 bottle \_\_\_\_\_ per lot \$2000-2800



LOT 182



LOT 183

**183 Macallan - 18 Year Old - Sherry Oak - 1988**

*abv43%*

1 bottle \_\_\_\_\_ per lot \$900-1200



LOT 184



LOT 185



LOT 186



LOT 187

**184 Evan Williams - 10 year Old - 1783**  
*squat bottle, old label, abv43%*  
 1 bottle \_\_\_\_\_ per lot \$220-300

**185 Jack Daniel's - 12 Year Old - Batch #2**  
*3.3cm bc, abv53.5%*  
 1 bottle \_\_\_\_\_ per lot \$240-320

**186 Clase Azul - 25th Anniversary - Reposado**  
*abv40%, 1x1 Liter ogb, booklet*  
 1 Liter \_\_\_\_\_ per lot \$1200-1600

**187 Glendronach - 18 Year Old - Allardice**  
*abv46%, 1x1 bottle tube*  
 1 bottle \_\_\_\_\_ per lot \$160-220

**188 Glenmorangie - A Tale of Cake**  
*abv46%, 1x1 bottle ogb*  
 1 bottle \_\_\_\_\_ per lot \$100-140



LOT 188





LOT 189



LOT 190



LOT 191

**189 Macallan - Edition No. 5**

*abv48.5%, 1x1 bottle ogb*

1 bottle per lot \$140-180

**190 Macallan - Rare Cask - Batch #2 - 2019 Release**

*abv43%, 1x1 bottle ogb*

1 bottle per lot \$260-350

**191 Angel's Envy - Cask Strength - 2017 Release**

*4.2cm bc, abv62.25%, 1x1 bottle ogb, booklet*

1 bottle per lot \$240-320

**192 Angel's Envy - Cask Strength - 2018 Release**

*4.3cm bc, abv62%, 1x1 bottle ogb*

1 bottle per lot \$200-280

**193 Baker's - 13 Year Old**

*4.5cm bc, abv53.5%, 1x1 bottle ogb, tag*

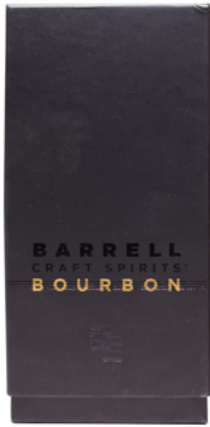
1 bottle per lot \$240-320



LOT 192



LOT 193



LOT 194

LOT 195

LOT 196



LOT 197



LOT 198



LOT 199



- 194 **Barrell - 15 Year Old - Grey Label**  
3.6cm bc, abv53.26%, 1x1 bottle ogb (1)
- Black Maple Hill - Oregon Bourbon - Small Batch**  
abv47.5% (1)  
Above 2 bottles per lot \$160-220
- 195 **Blood Oath - Pact #6**  
abv49.3%, 1x1 bottle ogb  
1 bottle per lot \$180-240
- 196 **Elijah Craig - 12 Year Old - Barrel Proof:  
Batch C919 - 136.8 Proof**  
abv68.4%, tag  
1 bottle per lot \$90-120

- 197 **Little Book - Chapter 2: Noe Simple Task -  
2018 Release**  
abv59.4%, 1x1 bottle ogb, tag  
1 bottle per lot \$240-320
- 198 **Little Book - Chapter 3: The Road Home -  
2019 Release**  
abv61.3%, 1x1 bottle ogb, tag  
1 bottle per lot \$260-350
- 199 1 bottle per lot \$260-350  
abv61.3%, 1x1 bottle ogb, tag



LOT 200



LOT 201



LOT 202



LOT 203

**200 Michter's - Toasted Barrel - 2019 Release**  
*6.4cm bc, abv43%*  
 1 bottle per lot \$180-240

**201 Michter's - Toasted Barrel - 2022 Release**  
*5.8cm bc, abv43%*  
 1 bottle per lot \$150-200

**202 Orphan Barrel - 16 Year Old - Copper Tongue**  
*abv44.9%*  
 1 bottle per lot \$130-170

**203 Very Olde St. Nick - 8 Year Old - Ancient Cask**  
*abv41.4%*  
 1 bottle per lot \$100-140



LOT 204

**204 Whistlepig - The Boss Hog VIII: Lapulapu's Pacific**  
*barrel 22, abv53.1%, 1x1 bottle ogb*  
 1 bottle per lot \$400-600

**205 Woodford Reserve - Master's Collection: 2020 Batch Proof 123.6**  
*7.2cm bc, abv61.8%*  
 1 bottle per lot \$140-180



LOT 205



LOT 206



LOT 207



LOT 208



LOT 209

**206 Woodford Reserve - Master's Collection:**  
**2021 Batch Proof 128.3**  
*5.8cm bc, abv64.15%*  
 1 bottle \_\_\_\_\_ per lot \$150-200

**207 Crown Royal - Cask No. 16**  
*4cm bc, 40% abv, 1x bag, 1x partial box*  
 1 Liter \_\_\_\_\_ per lot \$400-600

**208 J. Mattingly - Single Barrel - Batch #6**  
*5.5cm bc, 57% abv*  
 1 bottle \_\_\_\_\_ per lot \$140-180

**209 Whistlepig - 13 Year Old - The Boss Hog II:**  
**The Spirit of Mortimer**  
*4cm bc, barrel 27, 61.3% abv*  
 1 bottle \_\_\_\_\_ per lot \$1600-2200

**210 Van Winkle - 12 Year Old,**  
**Lot "B" Special Reserve - 2021 Release**  
*abv45.2%*  
 1 bottle \_\_\_\_\_ per lot \$700-900

**211 Elmer T. Lee - Commemorative 1919-2013**  
*abv46.5%*  
 1 bottle \_\_\_\_\_ per lot \$700-900



LOT 210



LOT 211



**LOT 212**



**LOT 213**



**LOT 214**



**LOT 215**

**212 Johnnie Walker - 150th Anniversary**

*7.4cm bc, abv43%, 1x1 bottle owc, decanter, stopper, booklet*

1 bottle \_\_\_\_\_ per lot \$600-800

**213 Vieux - Marc de Bourgogne - 1982**

*abv40%*

1 700ml \_\_\_\_\_ per lot \$600-800

**214 George T. Stagg - 116.9 Proof - 2019 Release**

*4.5cm bc, abv58.45%*

1 bottle \_\_\_\_\_ per lot \$500-700

**215 1 bottle \_\_\_\_\_ per lot \$500-700**

*4.3cm bc, abv58.45%*

**216 George T. Stagg - 130.4 Proof - 2020 Release**

*4.4cm bc, abv65.2%*

1 bottle \_\_\_\_\_ per lot \$700-900

**217 Thomas H. Handy - 129 Proof - 2020 Release**

*4.4cm bc, abv64.5%*

1 bottle \_\_\_\_\_ per lot \$400-600



**LOT 216**



**LOT 217**



LOT 218



LOT 219



LOT 220

**218 Ballantine's - 25 Year Old - Old Label**  
*4.2cm bc, hs, torn tax strip, abv43%,  
 1x1 4/5 Quart ogb*  
 1 4/5 Quart per lot \$350-500

**219 Hennessy - Extra**  
*5.4cm bc, abv40%, 1x1 bottle ogb*  
 1 bottle per lot \$400-600

**220 Martell - Cordon Bleu**  
*3.4cm bc, US tax strip, abv40%, stopper,  
 Baccarat decanter, 1x1 bottle ogb*  
 1 bottle per lot \$800-1100

**221 Martell - Extra**  
*5.4cm bc, US tax strip, crc, abv44% 1x1 bottle ogb*  
 1 bottle per lot \$300-400

**222 Courvoisier - Erte #3: Distillation**  
*abv40%, 1x1 bottle ogb, tag, envelope*  
 1 bottle per lot \$450-600



LOT 221



LOT 222



LOT 223



LOT 226



LOT 227

**223 Delamain - 21 Year Old - Early Landed**  
*3landed 1998, 3bottled 2018, 3abv41%*  
 3 700mls per lot \$500-700

**224-225 NO LOTS**

**226 Pierre Ferrand - Brut de Fut 55°**  
*1-3.7cm bc, 2single cask, 2full proof,*  
*1bottle #269 of 320, 2abv55%,*  
*1-3.6cm bc, 1bottle #270 of 320*  
 2 bottles per lot \$260-350



LOT 228

**227 Dos Armadillos - Extra Anejo - Clay**  
*abv40%, 1x1 bottle ogb, clay decanter*  
 1 bottle per lot \$300-400

**228 1 bottle**  
*abv40%, 1x1 bottle ogb,*  
*clay decanter*  
 per lot \$300-400

**229 1 bottle**  
*abv40%, 1x1 bottle ogb,*  
*clay decanter*  
 per lot \$300-400



LOT 229



LOT 230



LOT 231



LOT 232



LOT 233



LOT 234

- 230 Tres Cuatro y Cinco - Extra Anejo**  
*14cm bc, abv43.5%, 1x1 bottle ocb, stopper*  
 1 bottle per lot \$200-280
- 231** 1 bottle per lot \$200-280  
*13.8cm bc, abv43.5%, 1x1 bottle ocb, stopper*
- 232 Springbank - 11 Year Old - Local Barley**  
*abv53.1%, 1x1 bottle ocb*  
 1 bottle per lot \$240-320
- 233 Springbank - 16 Year Old - Local Barley**  
*abv54.3%, 1x1 bottle ocb*  
 1 bottle per lot \$900-1200
- 234** 1 bottle per lot \$900-1200  
*abv54.3%, 1x1 bottle ocb*





LOT 235



LOT 236



LOT 237



LOT 238



LOT 239

**235 Kentucky Owl - Straight Rye - Batch #2**

*6.6cm bc, abv50.9%*

1 bottle per lot \$140-180

**236** 1 bottle

*6.5cm bc, abv50.9%*

per lot \$140-180

**237** 1 bottle

*6.6cm bc, abv50.9%*

per lot \$140-180

**238** 1 bottle

*6.7cm bc, abv50.9%*

per lot \$140-180

**239** 1 bottle

*6.5cm bc, abv50.9%*

per lot \$140-180

**240 Lone Whisker - 12 Year Old**

*4.3cm bc, abv46.9%, bag*

1 bottle per lot \$160-220

**241** 1 bottle

*4.3cm bc, abv46.9%, bag*

per lot \$160-220

**242** 1 bottle

*4.3cm bc, abv46.9%, bag*

per lot \$160-220



LOT 240



LOT 241



LOT 242



LOT 243



LOT 244



LOT 245

**243 Whistlepig - 14 Year Old - The Boss Hog III: The Independent**

*abv60.2%, tag*

1 bottle per lot \$1600-2200

**244 Whistlepig - 14 Year Old - The Boss Hog IV: The Black Prince**

*abv60.1%*

1 bottle per lot \$750-1000



LOT 246

**245 Courvoisier - Erte #1: Vigne**

*abv40%, 1x1 bottle ogb*

1 bottle per lot \$450-600

**246 Courvoisier - Erte #2: Vendanges**

*abv40%, 1x1 bottle ogb*

1 bottle per lot \$400-600

**247 Courvoisier - Erte #3: Distillation**

*abv40%, 1x1 bottle ogb*

1 bottle per lot \$300-400



LOT 247



LOT 248



LOT 249



LOT 250



LOT 251

**248 Courvoisier - Erte #4: Vieillessement**  
*abv40%, 1x1 bottle ogb*  
 1 bottle per lot \$300-400

**250 Courvoisier - Erte #6: L'Esprit du Cognac**  
*abv40%, 1x1 bottle ogb*  
 1 bottle per lot \$400-600

**249 Courvoisier - Erte #5: Degustation**  
*abv40%, 1x1 bottle ogb*  
 1 bottle per lot \$300-400

**251 Courvoisier - Erte #7: La Part De Anges**  
*abv40%, 1x1 bottle ogb*  
 1 bottle per lot \$400-600



LOT 252

**252 Camus - Baccarat Silver**  
*4cm bc, 1x1 700ml ogb, stopper, booklet*  
 1 700ml per lot \$200-280

**253 Courvoisier - Extra Vieille - Baccarat Decanter**  
*4.2cm bc, 1x1 bottle ogb, stopper, neck tag, card*  
 1 bottle per lot \$300-400



LOT 253

**254 Hennessy - Paradis Extra**  
*4.4cm bc, abv40%*  
 1 700ml per lot \$500-700

**255 Hennessy - X.O.**  
*4.1cm bc, sl, abv40%*  
 1 bottle per lot \$100-140



LOT 254



LOT 255



**LOT 256**



**LOT 257**



**LOT 258**

**256 Hennessy - X.O. - Baccarat**

*5.3cm bc, 1x1 bottle ogb, bag, stopper, card*

1 bottle per lot \$300-400

**257** 1 bottle

per lot \$300-400

*5.1cm bc, 1x1 bottle ogb, bag, stopper, neck tag*

**258** 1 bottle

per lot \$300-400

*5.2cm bc, 1x1 bottle ogb, bag, stopper, neck tag*

**259** 1 bottle

per lot \$300-400

*5.4cm bc, 1x1 bottle ogb, bag, stopper, neck tag*

**260** 1 bottle

per lot \$300-400

*5.4cm bc, 1x1 bottle ogb, bag, stopper, neck tag*



**LOT 259**



**LOT 260**



LOT 261



LOT 262



LOT 263



LOT 264



LOT 265



LOT 266

**261 Hennessy - X.O. - Extra**  
*3.8cm bc, abv40%, 1x1 bottle ocb*  
 1 bottle per lot \$300-400

**262 Martell - Cordon Bleu - Baccarat Crystal Carafe**  
*1x1 bottle ogb, stopper, neck tag*  
 1 bottle per lot \$400-600

**263 Remy Martin- 250th Anniversary**  
*4.5cm bc, distilled in 1974, abv40%, 1x1 bottle owc, certificate, stopper*  
 1 bottle per lot \$350-500

**264** 1 bottle per lot \$350-500  
*4.1cm bc, distilled in 1974, abv40%, 1x1 bottle owc, certificate, stopper*

**265** 1 bottle per lot \$350-500  
*4.3cm bc, distilled in 1974, abv40%, 1x1 bottle owc, certificate, stopper*

**266** 1 bottle per lot \$350-500  
*7.5cm bc, crc, distilled in 1974, abv40%, 1x1 bottle owc, certificate, stopper*



LOT 267



LOT 268



LOT 269



LOT 270



LOT 271



LOT 272

- 267 **Remy Martin- 250th Anniversary**  
4.1cm bc, distilled in 1974, abv40%,  
1x1 bottle owc, certificate, stopper  
1 bottle per lot \$350-500
- 268 1 bottle per lot \$350-500  
4.1cm bc, distilled in 1974, abv40%,  
1x1 bottle owc, certificate, stopper
- 269 1 bottle per lot \$350-500  
4.5cm bc, distilled in 1974, abv40%, 1x1 bottle owc,  
certificate, stopper
- 270 1 bottle per lot \$350-500  
4.5cm bc, distilled in 1974, abv40%, 1x1 bottle owc,  
certificate, stopper

- 271 **Remy Martin - Louis XIII - Baccarat Decanter**  
abv40%, 1x1 700ml ogb, stopper, tag  
1 700ml per lot \$1000-1400
- 272 **Chichibu - Ichiro's Malt - The US Edition - 2022 Release**  
4.4cm bc, abv53.5%, 1x1 700ml ogb  
1 700ml per lot \$200-280



LOT 273



LOT 274



LOT 275

273 Hakushu - 18 Year Old

abv43%, 1x1 bottle ogb

1 bottle

per lot \$450-600

274 Hibiki - 21 Year Old

abv43%, 1x1 bottle ogb

1 bottle

per lot \$700-900

275 Yamazaki - 12 Year Old - 100th Anniversary Edition

abv43%, 1x1 bottle ogb

1 bottle

per lot \$120-160

276 1 bottle

abv43%, 1x1 bottle ogb

per lot \$120-160

277 1 bottle

abv43%, 1x1 bottle ogb

per lot \$120-160

278 1 bottle

abv43%, 1x1 bottle ogb

per lot \$120-160

279 1 bottle

abv43%, 1x1 bottle ogb

per lot \$120-160



LOT 276



LOT 277



LOT 278



LOT 279





LOT 280



LOT 281



LOT 282



LOT 283



LOT 284

**280 Old Rip Van Winkle - 10 Year Old - 2023 Release**

*abv53.5%*

1 bottle

per lot \$600-800

**283 W.B. Saffell - Batch #1**

*6-3.5cm bc, 6abv53.5%*

6 half-bottles

per lot \$300-400

**281 Old Rip - Batch #1**

*3.9cm bc, partialy torn pilfer strip, abv52%*

1 half-bottle

per lot \$100-140

**284 Delamain - 50 Year Old - Grande Champagne - 1963**

*abv40%, 1x1 bottle ocb*

1 bottle

per lot \$300-400

**282 Van Winkle - 12 Year Old,  
Lot "B" Special Reserve - 2023 Release**

*abv45.2%*

1 bottle

per lot \$700-900



**LOT 285**



**LOT 286**



**LOT 287**

**285 Domaine Dujac - Marc de Bourgogne - Hors d'Age**

*2abv42%*

2 bottles

per lot \$300-400

**286** 2 bottles

*2abv42%*

per lot \$300-400

**287** 2 bottles

*2abv42%*

per lot \$300-400

**288** 2 bottles

*2abv42%*

per lot \$300-400

**289** 2 bottles

*2abv42%*

per lot \$300-400



**LOT 288**



**LOT 289**



LOT 290



LOT 291



LOT 292



LOT 293

**290 Chichibu - Ichiro's Malt - 3 Year Old - The First**  
*5cm bc, abv59%, 1x1 bottle ocb*

1 bottle per lot \$350-500

**291 Jack Daniel's - Heritage Barrel**  
*abv50%, 1x1 tag*

1 bottle per lot \$180-240

**292 Highland Park - 24 Year Old - Signatory Vintage - 1977**  
*3.3cm bc, abv53.7%*

1 bottle per lot \$240-320

**293 Blanton's - Single Barrel**  
*5htms, 5ms, 2ls, 12 x abv46.5%, 1x12 50ml ocb*

12 50mls per lot \$300-400

**294 Colonel E.H. Taylor Jr. - Barrel Proof - 2020 Release**  
*4.1cm bc, abv65.15%, 1x1 bottle tube*

1 bottle per lot \$300-400



LOT 294



LOT 295



LOT 296



LOT 297



LOT 298



LOT 299

295 Stagg Jr. - Batch #12 - 132.3 Proof  
abv66.15%  
1 bottle per lot \$300-400

296 Stagg Jr. - Batch #15 - 131.1 Proof  
abv65.55%  
1 bottle per lot \$180-240

297 Caroni Rum - 17 Year - Extra Strong - 1998  
110 Proof, 55%, 1x1 bottle ogb  
1 700ml per lot \$200-280

298 Buffalo Trace - 7 year 1 month old -  
Experimental Collection: Organic 6 Grain Whiskey  
distilled 03/03/2010, bottled 04/16/2017,  
recipe corn, buckwheat, brown rice, sorghum, rye,  
charred white oak barrel, abv45%  
1 half-bottle per lot \$220-300

299 Old Ezra - 7 year old - Old Label  
4.4cm bc, abv50.5% (1)  
Pinhook - Bent on Bourbon  
2abv45% (2)  
Above 3 bottles per lot \$190-260

END OF SALE

SEE YOU IN JUNE 2024

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To view and download the index in other formats, such as by Vintage, and to download the catalog in Excel, for easy sorting, please visit: [www.AckerAuctions.com](http://www.AckerAuctions.com)

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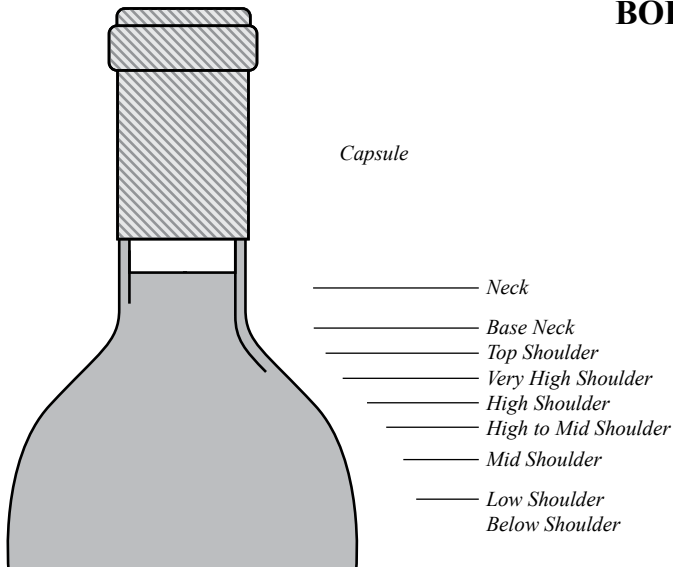
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## BOTTLE DESCRIPTIONS BORDEAUX



**NECK:**

Normal level for all wines. In wines over ten years of age, this level suggests excellent provenance. Rarely used, except to emphasize a particularly good fill level when other fill levels in the same lot are less than perfect.

**BASE NECK:**

A common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

**TOP-SHOULDER:**

Again, a common fill level at which many Châteaux release their wine. For wines of any age, this level suggests excellent provenance.

**VERY HIGH SHOULDER:**

Acceptable fill level for wines twenty years of age. Suggests proper storage conditions throughout its life. Natural occurrence for wines of this age.

**HIGH SHOULDER:**

Usually not a problem for wines thirty years of age. This level may be caused by easing of the cork combined with natural evaporation. Check the clarity and the color of the wine in the bottle as a secondary indicator of provenance.

**HIGH-TO-MID-SHOULDER:**

Refer to High Shoulder and Mid-Shoulder level descriptions.

**MID SHOULDER:**

May suggest ullage during the life of the wine due to either easing of the cork or inconsistent storage conditions. Not abnormal for wines forty or more years of age. As additional indicators of risk, definitely inspect clarity and color of the wine in the bottle, as well as condition of the cork.

**LOW SHOULDER AND BELOW:**

Suggests poor provenance. Definitely a risk and generally not saleable, with exception given to rare bottlings and/or labels. (Not recommended for consumption.)

**BOTTLE CONDITIONS**

**PREFIX** v - very s - slightly  
l - lightly h - heavily

- BSL Bin Soiled Label
- GSL Glue Stained Label
- WASL Water Stained Label
- WISL Wine Stained Label
- WASVL Water Stained Vintage Label
- WISVL Wine Stained Vintage Label
- FL Faded Label
- LL Loose Label
- NL Nicked Label
- SCL Scuffed Label
- TAL Tattered Label
- TL Torn Label
- TSL Tissue Stained Label
- WOL Writing on Label
- WRL Wrinkled Label
- STL Stained Label
- NOL No Label

- BN Base Neck Level
- TS Top Shoulder Level
- VHS Very-High-Shoulder Level
- HS High-Shoulder Level
- HTMS High-to-Mid-Shoulder Level
- MS Mid-Shoulder Level
- LS Low Shoulder

**CORK CONDITIONS**

- CC Corroded Capsule
- CRC Cracked Capsule
- CUC Cut Capsule  
(Usually done to authenticate)
- NC Nicked Capsule
- NOC No Capsule
- WC Wrinkled Capsule
- WXC Waxed Capsule
- TC Torn Capsule
- DC Depressed Cork
- SDC Slightly Depressed Cork
- PC Protruding Cork
- SPC Slightly Protruding Cork
- SOS Signs of Seepage
- SSOS Slight Signs of Seepage

- OCB Original Cardboard Box
- OGB Original Gift Box
- OWC Original Wooden Case
- 2OCB Two Original Cardboard Boxes
- 2OWC Two Original Wood Cases
- CRW Cracked Wood

**BOTTLE SIZES**

Half Bottle.....	.375 Litres
Bottle.....	.750 Litres
Magnum.....	1.5 Litres
Double Magnum.....	3 Litres
Jéroboam (Burgundy, Champagne & Rhône).....	3 Litres
Jéroboam (Bordeaux).....	4½-5 Litres
Impérial.....	6 Litres
Methuselah (Burgundy, Champagne & Rhône).....	6 Litres
Salmanazar.....	9 Litres
Balthazar.....	12 Litres
Nebuchadnezzar.....	15 Litres
Melchior.....	18 Litres

Because the shape of Burgundy bottles does not allow for a level rating system based on the shoulder of the bottle, levels are described by means of centimeters below cork. Generally, Burgundy wines with a four centimeter fill level or above are considered normal for wines younger than twenty years. Wines of twenty or more years of age with fill levels of between four and five centimeters are generally considered to be of sound provenance, though consideration should be given to the clarity and color of the wine in the bottle, as well as the condition of the cork. Bottles with ullage between five and seven centimeters are not uncommon for wines forty years and older and often provide thrilling drinking, but the lower the fill, the higher the risk, so consideration should be given. Burgundy bottles with fill levels lower than seven centimeters may be at risk of being damaged or undrinkable, and therefore may be unsaleable. It should be noted that some Burgundian producers tend to over-fill their bottles during the bottling process which may cause a few drops of wine to become trapped between the capsule and the cork. This should not be confused with ullage, a natural occurrence in older wines, which may be accelerated due to poor provenance.



# BUYER'S CONDITIONS OF SALE

## 1. BUYER'S AGREEMENT.

By bidding at auction, each bidder ("Bidder") agrees that these Conditions of Sale ("Conditions of Sale") constitute the agreement between Bidder, on the one hand, and Acker Auction DE, LLC ("Acker Auction DE"), for Delaware live auctions, Acker Merrall & Condit Company ("AMC") for California wine web auctions and/or Acker Auction, Inc. ("Acker Auction"), for live New York or web auctions for spirits, and Acker Merrall & Condit Co. ("AMC"), for web auctions for wines (each respectively and together, "Acker" or the seller/consignor (the "Seller"), on the other hand, with respect to the sale of the property listed in the auction catalogue (in whatever format published) ("Property").

Acker may amend these Conditions of Sale or the catalogue from time to time and at any time through posted notices, addenda, or errata or through oral salesroom announcements during the sale. By bidding at auction, Bidder agrees to be bound by all of the terms and conditions of these Conditions of Sale and accepts personal liability to pay the purchase price, including the Buyer's Premium (as defined below), taxes and any other applicable charges, for any successful bid. If the Bidder is the successful bidder by virtue of being the highest bidder accepted by the auctioneer, or has otherwise agreed to purchase any lot, wine or other item, the Bidder is referred to herein as the "Buyer."

## 2. ACKER AS AGENT.

Except as otherwise stated in these Conditions of Sale, Acker acts strictly as agent for the Seller.

## 3. BEFORE AUCTION.

**(a) Lots.** Property is divided into separate groupings as determined by Acker in its sole and absolute discretion and each such grouping (a "Lot") is subject to separate bidding at auction.

**(b) Inspection.** Prior to auction, Bidder is advised to physically inspect any Property in which Bidder is interested in bidding and to rely on such inspection, as opposed to any descriptions in the catalogue or elsewhere.

**(c) Experts.** Acker may seek views of outside experts on certain Property either before or after the sale. Some Property may be marked to indicate, or show other indicia, that it has been inspected by an expert (including visible writings, stampings and cut capsules).

**(i) Bidder Registration.** In order to bid at auction, Bidder must have an account with Acker or its affiliates. Bidder can open such an account by: (A) completing and submitting a Bidder Registration form; (B) completing and submitting an Absentee Bid form; or (C) creating such account online (at [www.ackerwines.com](http://www.ackerwines.com)) or through the "Acker Wines" mobile app (available for downloading at the Apple App Store or Google Play Store). In connection therewith, Bidder will be required to provide the card number, expiration date and security code for an active credit or debit card (Visa, MasterCard or American Express), which Bidder authorizes Acker and its affiliates to validate. Acker and its affiliates may also require Bidder to provide bank or other financial references. Acker

and its affiliates retain the absolute right not to open or to close an account for any prospective Bidder and to refuse any prospective Bidder admission to, or participation in, any auction. Bidders also agree to provide Acker with such information as Acker may reasonably require, including a government issued identification containing a photograph, such as a passport, identity card or driver's license. Acker may use this information to verify Bidder's identification and for other screening and due diligence purposes pursuant to its Privacy Policy (<https://www.ackerwines.com/terms-conditions/#legal-privacy>), which is incorporated by reference. If Bidder does not agree to the terms of the Acker Privacy Policy, please refrain from providing any personal information and cease any use of Acker's website, apps, or other digital assets.

## **(d) Absentee, Telephone, Online and Mobile App Bidding.**

Prior to the sale, Bidders may make arrangements with Acker to participate at auction by absentee or telephone bidding. Bidder may also participate in the sale by bidding through Acker's and its affiliates' online and/or mobile app bidding platforms, which participation shall be subject to the Website and Mobile App Terms of Use (available at <https://www.ackerwines.com/terms-conditions/>). Bidders wishing to participate by absentee bidding must complete and submit an Absentee Bid form to Acker in advance of the sale. All absentee bids must be placed in United States Dollars. If Acker receives identical absentee bids for any particular Lot and such bids are the highest amount for that Lot at auction, the winning bid for such Lot shall be determined by the auctioneer in its sole and absolute discretion; provided that the exercise of the auctioneer's discretion is not in a discriminatory manner otherwise prohibited by applicable law. The acceptance of absentee, telephone, online and mobile app bids for any Lot in a live auction is subject to the sole and absolute discretion of the auctioneer. With respect to bids placed through the online or mobile app bidding platforms, any online and mobile app notifications concerning Bidder's bid status may be overridden by the auctioneer. As such, even if Bidder receives an online or mobile app notice indicating that its bid has been accepted, please be advised that the auctioneer may determine otherwise in its sole and absolute discretion, and the auctioneer's decision shall be final. Acker offers complimentary absentee, telephone, online and mobile app bidding solely as a convenience to its clients. In no event shall Acker or its affiliates or auctioneer (or any of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents or assigns) be liable for any errors, omissions or failures relating to, arising from or in connection with the execution (or failure to properly execute) any absentee, telephone, online or mobile app bids.

## 4. AT AUCTION.

**(a) Catalogues.** Bidder is advised to read the print or a PDF copy of the catalogue in its entirety. While Acker has attempted to describe each Lot in the catalogue accurately, in no event shall Acker be liable for any error or omission in any such description. Acker retains the absolute right to amend any description in any manner prior to and during the auction. Classifications in the text are for identification purposes only and are based on standard sources. Each statement regarding Property, whether oral or written, and whether made in the catalogue, an advertisement, bill of sale, invoice,

addendum, notice, announcement, email, or other written or oral communication, is a statement of OPINION ONLY and should not be relied upon by any Bidder. Bidder must make appropriate allowances for natural variations of ullages, and conditions of cases, bottles, labels, caps, corks, capsules, and wine and spirits. In no event shall Acker be required to accept a return, offer credit for, or adjust the price of any Property after delivery except under the terms stated in Section 5(e) below. Images appearing in the catalogue or elsewhere are for illustrative and informational purposes only and may not reveal defects or imperfections in any Lot. Bidder is advised not to rely on images in determining whether to bid on Property and is further advised to personally inspect any Property in which Bidder is interested in bidding prior to placing any bids. ALL PROPERTY IS SOLD "AS IS".

**(b) No Representations, Warranties or Guarantees.** ACKER AND ITS AFFILIATES, AUCTIONEER AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) MAKE NO ORAL OR WRITTEN EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, ACCURACY, THE CORRECTNESS OF ANY CATALOGUE DESCRIPTION OR OTHER DESCRIPTION AS TO THE ORIGIN, PHYSICAL CONDITION, SIZE, QUALITY, RARITY, AUTHENTICITY, ATTRIBUTION, VALUE, ESTIMATED VALUE, IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, POTABILITY, LITERATURE, HISTORICAL RELEVANCE OR BIBLIOGRAPHIC REFERENCES CONCERNING ANY PROPERTY.

**(c) Reserve Price.** Each Lot is sold subject to a reserve price, which is the minimum price below which the Lot will not be sold (unless the auctioneer chooses, in its sole and absolute discretion, to accept a lower price and Acker pays the Seller as if the Lot had sold at the reserve price). While Acker has the right to raise or lower the reserve price at any time prior to the time the Lot is opened for bidding by the auctioneer during the live auction, under no circumstance shall the reserve price for a Lot exceed the low estimate for that Lot as printed in the catalogue or as amended by any oral or posted notice. The reserve price for each Lot is available to prospective Bidders upon request, but Acker shall have no ongoing obligation to notify a prospective Bidder who has been informed of any reserve price if such reserve price has thereafter been changed.

**(d) Symbol Identifying Interest in Certain Lots.** If Acker or its affiliates has a financial interest in any Lot, including a full or partial ownership interest or the provision to the Seller of a minimum price guarantee, such Lot will be identified in the catalogue by the symbol \*. Any such financial interest may be held by Acker or its affiliates or jointly by Acker or its affiliates and a third party. Acker or its affiliates and any third party holding a financial interest in a Lot jointly with Acker and/or its affiliates benefit financially if such a Lot is sold at or above a particular price and may incur a loss if it is not. Notwithstanding the foregoing, Bidder shall be deemed to have waived any further claim against Acker and its affiliates as to the failure to provide disclosures beyond those statutorily required to the maximum extent permitted by applicable law.

**(e) Estimates.** Each Lot in the catalogue is accompanied by a low and high estimate of the selling price, which estimates exclude the Buyer's Premium (as defined below), taxes and any other applicable charges. While estimates are intended as a general guide for prospective Bidders, in no event do they constitute either a representation or prediction of an actual selling price or value and should not be relied upon by Bidder as such. Acker reserves the right to revise estimates at any time prior to the time the Lot is opened for bidding.

**(f) Bidding.**

*(i) Bidder Warranties, Representation and Covenants.* By bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), Bidder warrants, represents and covenants that: (A) Bidder is at least twenty-one (21) years of age; (B) Bidder has the legal authority, right, and capacity to buy, receive, possess and otherwise deal in any Lot purchased; (C) any bids made by Bidder or on Bidder's behalf are not pursuant to any anti-competitive agreement and are otherwise in compliance with all applicable laws; (D) any funds used to pay for Property were not directly or indirectly obtained from any criminal activity; and (E) Bidder (and any other party or entity on whose behalf Bidder may be bidding or acting) is not subject to any trade sanctions, embargoes or any other restrictions on trade in the United States or any other jurisdiction in which Bidder or any such other party resides or conducts business. For the avoidance of doubt, if Bidder is bidding as an agent, each of the foregoing representations and warranties are made on behalf of both Bidder and its principal.

*(ii) Bids per Lot.* Unless otherwise announced by the auctioneer, all bids are per Lot in consecutive numerical order as they appear in the catalogue.

*(iii) Bidding Up to the Reserve Price.* Subject to the auctioneer's sole and absolute discretion, bids shall be entered in the order in which they are received. The auctioneer may open bidding on any Lot by placing a bid on behalf of the Seller. The auctioneer may further bid on behalf of the Seller up to but not at or exceeding the amount of the reserve price by placing successive or consecutive bids for the Lot, or by placing bids in response to bids placed by any other Bidder.

*(iv) Bidding by Acker.* Acker and its' affiliates reserve the right to bid for their own accounts or to procure the making of a bid on their behalf and provide notice of such right in their, online auction platform(s), and prior to live auctions in accordance with applicable law. Neither affiliates will bid in auctions held in New York by Acker Auction Inc.

*(v) Bidding by Acker Employees.* Acker reserves the right to permit its employees (in the sole and absolute discretion of Acker) to bid for their own accounts on any Lot in the sale. Employees shall bid only by absentee bid submitted prior to the auction and otherwise comply with our employee bidding procedures. Employees may bid at a discounted Buyer's Premium. Acker's discount policy shall be disclosed to any Bidder who requests it. Acker

may deny discounts for any particular auction on prior notice before such auction takes place. Employees will not be eligible for a discounted Buyer's Premium on charity auctions such as the auctions to benefit World Central Kitchen ("WCK").

**(vi) Bidding Not Reaching the Reserve Price.** If bidding on a Lot does not reach the reserve price, the auctioneer may remove the Lot from sale. At the time of such removal and before bidding on another Lot begins, the auctioneer shall announce that the removed Lot has been "passed", "bought in" or other term of similar meaning.

**(vii) Hammer Price.** The Bidder making the highest bid accepted by the auctioneer will become the Buyer. The striking of the auctioneer's hammer marks the acceptance of such bid as the "hammer price" and the creation of a contract for sale between Seller and Buyer. The auctioneer has discretion to reopen bidding at any time during the auction in which case no contract shall be formed until such final bidding is completed.

**(viii) Bidding Increments.** The following are the bidding increments that will generally apply to bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means; provided, however, that all increments during an auction are subject to change or modification in the sole and absolute discretion of the auctioneer. Any absentee bid submitted in an incorrect bidding increment will automatically be rounded down to the closest correct increment.

Current Bid	Bidding Increments
\$0 up to \$1000	\$50
\$1000 up to \$2000	\$100
\$2000 up to \$3000	\$200
\$3000 up to \$5000	\$200, \$500, \$800
\$5000 up to \$10,000	\$500
\$10,000 up to \$20,000	\$1000
\$20,000 up to \$30,000	\$2000
\$30,000 and more	Auctioneer's Discretion

**(ix) No Liability for Bidding Errors.** In no event shall Acker or its affiliates or auctioneers (or any of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents or assigns) be liable for any errors, omissions or failures relating to, arising from or in connection with the execution (or failure to properly execute) of any bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means, including errors or omissions relating to the loss of connection with the internet or Acker's on-line or mobile app bidding platforms.

**(g) Parcel Lots.** In the event that the catalogue lists a sequence of Lots carrying the same estimates and consisting of the same type of wine or spirits, quantity and bottle size (each a "Parcel"), Buyer of the first Lot in such Parcel may, in the sole and absolute discretion of the auctioneer, be granted the option to buy any or all additional Lots in the Parcel for the same hammer price if there is no higher absentee bid on any subsequent Lot within the Parcel. If the option is not exercised on all such Lots, the auctioneer will open bidding on the next unsold Lot and may elect to

offer the Buyer of that Lot the option to take any or all of the remaining Lots in the Parcel. Bidding shall continue in the same manner until all Lots in the Parcel have been offered and declared sold or unsold by the auctioneer.

**(h) Auctioneer's Discretion.** Acker and/or the auctioneer shall have the sole and absolute discretion to: (i) withdraw any Lot; (ii) divide any Lot; (iii) combine any two or more Lots; (iv) accept or refuse any bid (whether made in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means); (v) advance the bidding (in accordance with Section 4.5.(iv) above), including changing the increments, in such a manner as deemed appropriate; and (vi) in the event of error or dispute or multiple bids of the same amount, determine the successful bidder, continue the bidding, cancel the sale, or reoffer and resell the disputed Lot. Wherever Acker and/or the auctioneer exercises such discretion, its decision shall be final, binding, and conclusive in all respects.

**(i) Extension of Internet Bidding Window.** For any Internet auctions, if a bid is placed on a Lot within ten (10) minutes of the scheduled close time, the auction for that Lot shall be extended for until the next ten (10) minutes after the scheduled close. Bidding shall be extended in ten (10) minute increments after each subsequent bid is then placed following the close of the auction. In the event the auction is extended, no contract shall be formed until the bidding is concluded.

**(j) Buyer's Premium.** The total amount due from the Buyer for each Lot shall be the hammer price plus a commission equal to twenty-five percent (25%) of the hammer price ("Buyer's Premium"), in addition to any applicable taxes. Regarding any charitable auctions including the auctions to benefit WCK, Bidders are advised to consult with their own tax advisors to determine the application of the tax law to their own specific circumstances and whether a charitable contribution deduction is available for any purchase. Please note that all WCK Lots are donated in full by the consignors. Bidders are advised to discuss their particular tax circumstances with their independent tax advisor, including residency eligibility under applicable laws, to determine if a charitable deduction for any purchase is available in any jurisdiction outside the United States.

**(k) Discounted Buyer's Premium.** Acker provides discounts on the buyer's premium to Bidders who transact with Acker or its affiliates over certain dollar thresholds. Acker's discount policy shall be disclosed to any Bidder who requests it. Acker may deny such discounts for any particular auction on prior notice to the Bidders eligible for this discount before such auction takes place. Buyers will not be eligible for any Buyer's Premium discounts with regard to WCK auctions.

**(l) Post-Auction Sale of Property.** Any post-auction sale of Property offered at auction and sold in a private treaty sale shall incorporate and be subject to these Conditions of Sale as if sold at the live auction.

## **5. AFTER AUCTION.**

### **(a) Payment.**

*(i) When Due.* Invoices reflecting the total amount due will be sent to each Buyer within two (2) days following the close of the auction (email to suffice). For any Internet auction, Buyer agrees to pay such invoice in full within forty-eight (48) hours following the close of the auction. For any Live auction, Buyer agrees to pay such invoice in full within thirty (30) days following the date of auction. By bidding at auction, Bidder authorizes Acker, without further notice to Bidder, to charge any credit or debit card used by Bidder to create an account with Acker and its affiliates or to make payment on any current or past invoice issued to Bidder by Acker or its affiliates, any balance of Bidder's invoice that remains unpaid more than forty (40) days after the live auction or by noon Eastern Time on the Tuesday following the close of the Internet Auction (as well as any other applicable fees and expenses) for payment of live auctions. Subject to this automatic charge being successful, there shall be no late fee(s). Acker shall charge Buyer a late fee in the amount of eighteen percent (18%) interest per annum calculated daily, until such unpaid amount has been paid ("Late Fee"). This Late Fee shall take effect for live auctions thirty-five (35) days following the close of the live auction. However, Acker will waive the Late Fee if Buyer contacts Acker to provide a payment method by day forty (40) after the close of the live auction. In the event Buyer has not paid in full within forty-five (45) days following the close of the live auction, Acker reserves the right to cancel the sale and reoffer such Lot(s). Acker reserves all other rights for the default as specified below.

For internet auctions, if Acker has not received full payment by the Tuesday following the close of the internet auction, the Late Fee will be assessed. On the Thursday at midnight Eastern Time following an Internet sale, in addition to any of Acker's rights upon buyer default, Acker may cancel the sale and reoffer the Property in the next appropriate auction, and Acker reserves all other rights for the default as specified below.

If Buyer is delinquent on any accounts to any Acker entity, Acker reserves the right to reoffer Property in another auction, including paid-for Property, in order to satisfy the debt.

*(ii) Method of Payment.* Payment of each invoice must be made in United States Dollars. Payments may be made by wire transfer, check and/or certain credit or debit cards (subject to the provisions herein). Any check returned unpaid will be subject to a \$100 processing fee and will not be deemed paid for purposes of determining whether payment has been timely received. Visa, MasterCard, and American Express are accepted. Please note there will be a credit card usage fee of two percent (2%) on the total auction purchase price for all live and internet auctions. For live auctions (only), the two percent (2%) fee will only apply up to the credit card payment limit of fifteen thousand dollars (USD\$15,000). This two percent (2%) fee shall be applied except where prohibited by applicable law. All web auction buyers have the responsibility to have a valid credit card on file with Acker that will be tokenized through its payment processor. In the event Acker is unable

to automatically charge buyer's credit card within forty-eight (48) hours after the close of the auction for any reason, it is the obligation of the buyer to contact Acker to make alternative payment arrangements within this forty-eight (48) hour period. For successful buyers at web auctions, such buyers will be notified by email the night of the close of the auction (Eastern Time) of their purchase and be issued an invoice (typically a Sunday). The next day the buyer's credit card will be automatically charged for their purchase to which Bidders consent by participating in the auction and agreeing to these Conditions of Sale. If for any reason a buyer's credit card is declined, the buyer will be notified of the need for alternative payment by the Thursday of that week by 12a.m. Eastern Time. If we do not receive payment by that time, the Lot(s) will be deemed to be defaulted on, and we shall reoffer the Lot(s) in the next available web auction, in addition to any of our rights upon buyer default.

### **b. Title and Taxes.**

*(i) New York Live Auctions ("New York Live Auctions").* Title to and ownership of purchased Property passes to Buyer in the State of New York, where New York Live Auctions (conducted by Acker Auction, Inc.) are fulfilled and where all Property will be located at the time of the auction and when released to Buyer.

For New York Live Auctions, Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York. If purchased Property is released by Acker Auction to a licensed freight forwarder hired by Buyer for immediate shipment to a point outside of the United States, New York sales tax will not be applied to Buyer's purchase.

Buyers at Acker Auction must make arrangements to ship or pick up their purchase of Property within no later than sixty (60) days from the date of auction. If Buyers do not make arrangements for the delivery or pick up of the purchased Property which is located at our Valley Cottage, New York warehouse within sixty (60) days from the auction in which Buyers purchased the Property from the date of the relevant auction Buyers will be charged a storage fee of twenty-five dollars per unit purchased (USD\$25 per/unit). Furthermore, if Buyers have not arranged for the shipping or pick up of the purchased Property within six (6) months from the auction date, we will reoffer the Property at estimates to be set in our sole discretion.

*(ii) Delaware Live Auctions ("Delaware Live Auctions").* For Delaware Live Auctions (conducted by Acker Auction DE), all purchased Property is sold to the Buyer in Delaware and title passes to Buyer in Delaware. Acker is required to comply with all applicable Delaware state and local sales tax laws with respect to its live auction sales. As of the date of these Conditions of Sale, the State of Delaware does not impose sales tax on tangible personal property sold within the State.

Therefore, Acker is not required to charge or collect sales tax on Property sold within the State of Delaware pursuant to these conditions of sale.

Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer in the State of Delaware, until payment in full has been received by Acker in good and cleared funds.

*(iii) Internet Auctions of Wine and Spirits.* Internet Auctions are conducted by either AMC or Acker Auction. Internet auctions of wine are conducted by AMC, under a license issued by the State of California. Internet auctions of spirits are conducted by Acker Auction, under a license issued by the State of New York. Title to and ownership of purchased Property passes to the Buyer in either the State of Delaware, California, or New York, depending upon where the auction is fulfilled and where, unless other arrangements are made, all Property will be located when released to Buyer. Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by AMC (for wine auctions) or Acker Auction (for spirits auctions) in good and cleared funds. Neither AMC nor Acker Auction can ship or arrange shipping of purchased property to any destination within the United States outside of California or New York, where AMC and Acker Auction are licensed, respectively.

For internet auctions of wine (conducted under AMC's California license, title to Property will pass in California (or Delaware if the Property is accepted by Buyer in Delaware). If the Property is released to Buyer in California, or Buyer requires delivery to California, California sales tax will be charged to Buyer. Anything contained herein to the contrary notwithstanding, spirits to be released within the United States will only be available for pick up in New York. For internet auctions of spirits (conducted under Acker Auction's New York license), title to purchased Property will pass in New York.

Buyers purchasing from an internet spirits auctions must either pick-up purchased Property in person at Acker's designated New York location or make their own arrangements for delivery elsewhere following delivery and acceptance in New York. New York sales tax will be charged.

**(c) Collection and Delivery of Property.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER IS RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR ALL PURCHASED PROPERTY. Additionally, in no event will Acker be liable for special, consequential, or exemplary damages in relation to auction Property, and Acker's liability will not exceed the purchase price of the Property.

Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by Acker in good and cleared funds. Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released to Buyer and available for pickup by Buyer at Acker's designated location. Acker does not ship alcoholic beverages within the United States except to California or New York, pursuant to the terms in this Section. Any shipping or delivery arrangements required after the release of purchased property to Buyer shall be the sole responsibility of Buyer and at Buyer's sole cost. Acker cannot release purchased Property to a carrier for delivery outside of the designated delivery state once released to Buyer, with the

exception of release to a licensed freight forwarder for delivery to a destination outside the United States, or (for live and internet auctions only) or delivery to New York or California, subject to the exceptions below.

*(i) For New York Live Auctions and Internet Auctions of spirits,* Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York.

*(ii) For Delaware Live Auctions and Internet Auctions of Wines,* after title passes if the Property has been picked up by the Buyer in person, or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released. Within five (5) days from the date title passes and the Property is made available, the Buyer must (i) arrange to pick up the Property from Acker in person; (ii) arrange for the delivery of the wine to a carrier with all necessary permits and licenses for shipment to a destination outside the United States of America; or (iii) (for internet auctions of wines only), arrange for delivery of the Property to the Buyer in California, where AMC is licensed, and Buyer must pay the applicable sales and/or excise taxes. If the Buyer does not select one of the three options above, the Buyer will be deemed to have consented to the transfer of the Property to Acker Storage and the Property will be transferred, in the Buyer's name, to Acker Storage and Buyer will be responsible to pay any and all of Acker Storage's fees and service charges and the Property will be subject to the terms of Acker Storage's storage agreement that can be located at [ackerstorage.com/StorageAgreement.pdf](http://ackerstorage.com/StorageAgreement.pdf). Neither Acker Auction DE nor AMC can deliver Property except within the state which issued the license pursuant to which the auction was held or to the State of Delaware where the Property is stored. Arrangement to pick up the Property from Acker Storage can be made by calling (302) 525-8601. **ACKER DOES NOT SHIP, TRANSPORT OR DELIVER ALCOHOLIC BEVERAGES AND SHALL HAVE NO OBLIGATION TO SHIP, TRANSPORT OR DELIVER PURCHASED PROPERTY TO BUYER. UNDER THE APPROPRIATE CIRCUMSTANCES, ACKER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AGREE TO DELIVER PROPERTY TO A CARRIER WITH THE NECESSARY LICENSES AND PERMITS TO SHIP ALCOHOLIC BEVERAGES OUTSIDE THE UNITED STATES, OR TO THE STATE THAT ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED (DELAWARE OR CALIFORNIA).**

**ACKER WILL COLLECT APPLICABLE SALE TAX FOR DELIVERIES INTO THE STATE WHICH ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED. (AT THIS TIME DELAWARE DOES NOT IMPOSE A SALES TAX). DELIVERY TO A COMMON CARRIER OR FREIGHT FORWARDER FOR SHIPMENT OUTSIDE THE UNITED STATES SHALL ONLY BE MADE ON THE CONDITION THE BUYER ASSUMES THE RESPONSIBILITY TO COMPLY WITH THE LAWS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTIONS OVER THE TRANSACTION AND TO PAY ANY AND ALL TAXES, FEES, EXPENSES, FINES, INTEREST, ATTORNEYS' FEES, TARIFFS, LEVIES AND OTHER TAXES, COSTS AND EXPENSES RELATED TO THE TRANSACTION AND INDEMNIFIES AND HOLDS HARMLESS ACKER AND ITS AFFILIATES FROM ALL OF THE FOREGOING INCLUDING ITS ATTORNEYS' FEES AND COSTS.**

After the Property has been delivered to Buyer, in Acker's Delaware facility, Buyer may make arrangements to leave the Property in storage in the state or to have the Property delivered elsewhere, Buyer assumes sole and exclusive responsibility for any required shipping, transportation or delivery arrangements of the purchased Property from the State of Delaware to Buyer's desired destination and shall be solely responsible for any and all state and local sales or use taxes and/or other duties, taxes, tariffs or fees due or assessed by the jurisdiction and any interest or penalties related thereto. If purchased Property is not picked up by Buyer in-person within five (5) days after payment in full has been received by Acker Auction DE or AMC in good and cleared funds or if, prior to the expiration of such five (5) day period Buyer notifies Acker in writing (email to suffice) that shipping, transportation or other delivery thereof outside the United States or to California or Delaware is required, Acker will automatically transfer custody of such Property to Acker Storage located at 1800 Ogletown Road, Suite E, Newark, DE 19711 (info@ackerstorage.com), which storage facility shall act as agent for Buyer in providing on-site storage of such Property until pick-up, shipping, transportation or delivery arrangements have been made outside the State of Delaware. The list of storage fees applicable can be found at [ackerstorage.com/Storage Agreement.pdf](http://ackerstorage.com/Storage Agreement.pdf).

Buyer agrees to pay all storage fees and other applicable charges imposed by Acker Storage and understands that Acker Storage has and may enforce a lien (including without limitation a lien under section 6 Del. C. 7-709(a)) on any Property transferred to it to be stored. Once physical custody of Property has been transferred to Acker Storage, Buyer may pick up such Property in person from Acker Storage, leave the Property in storage in Delaware or make independent shipping, transportation, or delivery arrangements for the Property to be delivered outside of the State of Delaware. To arrange in-person pick up from Acker Storage or for a full list of services offered by Acker Storage, please visit [info@ackerstorage.com](mailto:info@ackerstorage.com) or call (302) 731-1483 during regular business hours. Please read Acker Storage's terms and conditions carefully as they contain limitations as to Acker Storage's liability for loss or damage to Property and as to the services Acker Storage is prepared to provide. **ONCE CUSTODY OF ANY PURCHASED PROPERTY HAS BEEN TRANSFERRED TO ACKER STORAGE AS PROVIDED ABOVE, ACKER AUCTION DE AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS,**

**REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL HAVE NO LIABILITY OF ANY KIND TO BUYER OR ANY OTHER PARTY IN CONNECTION WITH ANY SUBSEQUENT DETERIORATION, DAMAGE, OR OTHER LOSS OF ANY KIND IN CONNECTION THEREWITH, NO MATTER HOW OCCASIONED, WHETHER RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE STORAGE OF SUCH PROPERTY AT ACKER STORAGE, THE SHIPMENT, TRANSPORTATION OR DELIVERY THEREOF (INCLUDING, WITHOUT LIMITATION, WHILE SUCH PROPERTY IS IN TRANSIT), OR OTHERWISE. NOTE THAT THE LIABILITY OF ACKER STORAGE MAY BE LIMITED BY LAW OR BY THE TERMS OF ITS STORAGE AGREEMENT.**

After title passes and the Property has been picked up by the Buyer or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction DE, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

**(d) Importation and Exportation.**

*(i) Importation and Delivery.* Acker and its affiliates make no representation as to the legal rights of anyone to import or deliver any Property or other goods into any state or jurisdiction. Buyer acknowledges and agrees that it is solely responsible for the transport of the Property and for determining the legality and the tax/duty consequences of bringing the products to Buyer's chosen destination.

*(ii) Exportation.* Property sold at auction may be subject to laws governing export from the United States, and Acker and its affiliates make no representation as to the legal rights of anyone to export such Property or other goods into any state or jurisdiction. It shall be Buyer's sole responsibility to determine, before bidding at auction, whether an export permit or license is required for Buyer's purchase and, if required, to obtain any such required permit or license.

The denial of, or delay in obtaining, any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for the purchase.

**(e) Rescission.**

*(i) Claims by Buyer.* Acker has the right but not the obligation to rescind a sale if any statement in Acker's offering materials concerning a Lot is materially incorrect or such Lot is short or is in unsound condition (e.g., cooked, and spoiled), Buyer's sole remedy shall be rescission of such sale in Acker's sole and absolute discretion. If Buyer seeks rescission under this paragraph 5(e)(i), Buyer must so notify Acker in writing within ninety (90) days after the auction. Buyer may only make such a claim if the Property in question: (A) has the Acker auction sale date reference sticker(s) on the relevant bottle(s); (B) is

in the same condition as when it was released by Acker to Buyer or when custody thereof was transferred to Acker Storage; and (C) has been delivered to and from Buyer and stored under appropriate conditions. **TO THE FULLEST EXTENT PERMITTED BY LAW, BIDDER WAIVES ANY RIGHT TO MAKE ANY CLAIM OR BRING ANY LEGAL ACTION AGAINST ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) RESULTING FROM ANY DETERMINATION MADE (OR FAILED TO BE MADE) BY ACKER UNDER THIS SUBSECTION. IN THE EVENT THAT BUYER FAILS TO PROVIDE TIMELY AND PROPER NOTICE TO ACKER UNDER THIS SUBSECTION, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT TO RESCISSION AS HEREIN PROVIDED.** Only the Buyer of record of the Property shall be entitled to make a claim of rescission under this subparagraph.

(ii) Buyer's Sole Remedy. **THE REFUND TO BUYER OF THE PURCHASE PRICE PAID FOR ANY PROPERTY SHALL BE BUYER'S SOLE REMEDY FOR ANY CLAIM OR MATTER RELATING THERETO.**

(iii) Different Importers/Bottle Numbers. Although Acker may at times state in the catalogue or elsewhere if a Lot includes Property from different importers, failure to so state is not grounds for rescission of the sale of any Lot. Similarly, any incorrect statement or omission in the catalogue concerning bottle and/or sequence numbers of Property from those producers that number their bottles is not grounds for rescission of the sale of any Lot.

(iv) Limited Guarantee. Notwithstanding anything to the contrary contained within these Conditions of Sale, Acker agrees to refund the purchase price to the Buyer of any Property purchased from Acker that is not of the vintage or from the producer as was stated in the catalogue or otherwise represented by Acker, including, but not limited to, Property that is counterfeit or has indicia which suggest that it is likely counterfeit, provided that: (A) the Buyer directly purchased the Property from Acker; (B) the Buyer returns such Property to Acker within ninety (90) days of the date of delivery of such Property to Buyer; and (C) that Buyer returns such Property in materially the same condition as it was delivered to Buyer. In the event Acker suspects the Property of a fraudulent activity or is a forgery, Acker may cancel any sale of such Property and hold such Property if it is in the possession of any Acker entity, including Acker Storage LLC. In the event the sale is cancelled after Buyer has made payment to Acker, Acker shall return such funds to Buyer.

**(f) Default by Buyer.** If Buyer fails to make payment in full in accordance with these Conditions of Sale within thirty (30) days following the auction, Acker Auction may, in its sole and absolute discretion:

- (i) Cancel the sale, retaining any partial payment as liquidated damages;
- (ii) Resell Property publicly or privately for Buyer's

account and at Buyer's risk, with estimates and a reserve set at Acker's sole and absolute discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;

(iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;

(iv) Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;

(v) Collect from Buyer the total amount due (including the Late Fee) plus any loss, cost or expense incurred by Acker in effecting such collection;

(vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement;

(vii) Prohibit Buyer from directly or indirectly purchasing from Acker and its affiliates and from participating in future auctions and other events held, hosted, or sponsored by Acker or its affiliates;

(viii) Exercise any right or remedy against Buyer available to Seller at law, equity or otherwise; or

(ix) Release the name and address of the Buyer to the Seller to enable Seller to commence legal proceedings against Buyer to recover all amounts due.

Acker may, in its sole and absolute discretion, exercise any one or more of the preceding remedies or any combination thereof.

If Buyer fails to pick up the Property in-person or fails to arrange for shipping, transportation or other delivery of the Property after payment in full has been received by Acker Auction, and after the Buyer has had five (5) business days after payment to pick up the Property itself or authorize delivery of the Property to Acker Storage and has not paid the storage fees for the Property at Acker Storage, Acker may, in its sole and absolute discretion, take any of the following actions in order to pay off all storage fees and other expenses incurred by Acker or Acker Storage:

(i) Cancel the sale;

(ii) Resell Property publicly or privately for Buyer's account and at Buyer's risk, with estimates and a reserve set at Acker's absolute and sole discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;

(iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;

(iv) Exercise all the rights and remedies of a party holding

a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;

(v) Collect from Buyer the total amount due (including the Late Fee and/or interest) plus any loss, cost or expense incurred by Acker in effecting such collection;

(vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement; provided, however, that prior to taking any of the foregoing actions, Acker shall make three attempts using reasonable business effort to contact the Buyer in writing (which may include electronic transmission) as to Buyer's failure to pick up or arrange for shipping, transportation, or other delivery of the Property. Acker shall hold any monies received in connection with such sale (after receiving payment for its storage and other costs) in accordance with all escheatment rules of the State of Delaware and as provided under the Acker Storage Agreement.

**(g) Bidder's Indemnity.** By bidding at auction, each Bidder (including Buyer) agrees to indemnify, defend and hold Acker and its affiliates, auctioneer, and Seller (and each of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents and assigns) (each, an "Indemnitee") harmless from and against any and all losses, damages, demands, claims, suits, judgments, costs, expenses, or other liability of any kind (including reasonable attorneys' fees and expenses) relating to, arising from or in connection with: (i) Bidder's actual, threatened or alleged breach of any representation, warranty, covenant or other provision contained within these Conditions of Sale; (ii) any act or omission on the part of Bidder (or Bidder's agents, employees or representatives) adversely affecting Property; (iii) any inaccuracy of any document or instrument delivered by Bidder pursuant to or in connection with these Conditions of Sale; or (iv) Bidder's violation of any applicable law, statute, rule or regulation. Bidder further agrees to advance each Indemnitee, upon demand, all costs, and expenses (including reasonable attorneys' fees and expenses) as they are incurred by such Indemnitee in connection with any matter covered by the indemnification provisions of this Section 5(h). All of Bidder's representations, warranties, and covenants herein, together with the indemnification provided for in this Section 5(g), shall survive completion of the transactions contemplated in these Conditions of Sale.

**(h) Copyright.** Acker reserves copyright in all images, illustrations and written material produced by or on behalf of Acker, including, without limitation, the content of the catalogue (collectively, "Material"), and in no event may Buyer or any third party use any Material without Acker's prior written consent. In no event do Acker or its affiliates or Seller make any representation or warranty that Buyer will acquire any copyright, reproduction right or any other intellectual property right in any Property.

## **6. GOVERNING LAW AND FORUM SELECTION.**

(a) These Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the auction for live Delaware sales (including any online bidding

in the auction, to which these Conditions of Sale apply), shall be governed by the laws of the State of Delaware without regard to the conflicts of laws principles thereof. For New York Live Auctions and Internet Auctions for spirits in New York, the governing law shall be New York (including any online bidding or use of the mobile app). For Internet Auctions of wine (conducted by AMC), the governing law shall be California (including any online bidding or use of the mobile app). For the benefit of Acker, by bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), each Bidder (including Buyer) consents and agrees to the exclusive jurisdiction of the state courts of the State of Delaware located in New Castle County for Delaware Live Auctions, San Francisco, California in connection with Internet Auctions of wine or New York, New York in connection with New York Live Auctions and Internet Auctions of spirits in connection with any legal claim or action relating to, arising from, or in connection with these Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the respective auction, and consents to personal jurisdiction in such respective courts. Each Bidder (including Buyer) waives, to the maximum extent permitted by law, any objection to the laying of venue in any such court and any claim that such court would be an inconvenient forum for any action covered by this Section 6. Each Bidder (including Buyer) agrees that Acker shall retain the right to bring legal proceedings in any court other than the state courts of the State of Delaware state courts located in New Castle County for Delaware or New York County, New York for New York, or San Francisco for California.

(b) To the extent required by applicable law, each Delaware auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3). The New York auctions are conducted pursuant to N.Y. Alcoholic Beverage Control Law §99-g. California auctions are conducted pursuant to California Business & Professions Code §23355.1; Commercial Code §§1812.600-1812.610 and §2328.

## **7. JURY TRIAL WAIVER.**

**EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING FROM, RELATING TO, OR CONCERNING THESE CONDITIONS, INCLUDING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE CONDUCT OF THE AUCTION.**

**EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER AGREE THAT ANY LEGAL ACTION OR PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS EACH PARTY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ACTION. THIS CLASS ACTION WAIVER IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.**



## **8. LIMITATIONS OF LIABILITY.**

ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLERS (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL NOT BE LIABLE TO ANY BIDDER (INCLUDING BUYER) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, DAMAGES FOR BUSINESS INTERRUPTION, USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; SERVER FAILURE OR DATA LOSS, CORRUPTED WALLET FILES,

UNAUTHORIZED ACCESS TO APPLICATIONS, ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION INTERNET OR SYSTEMS OUTAGES, VIRUSES OR MALICIOUS CODES, HACKING OR OTHER ATTACKS) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF LOTS OR OTHERWISE RELATED TO THESE CONDITIONS OF SALE, INCLUDING THE CONDUCT OF THE AUCTION, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), ARISING FROM, RELATING TO, OR CONCERNING THESE CONDITIONS OF SALE, INCLUDING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER OR THE CONDUCT OF THE AUCTION, NO MATTER HOW OCCASIONED, AND EACH BIDDER (INCLUDING BUYER) EXPRESSLY WAIVES ANY RIGHT TO RECOVER ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLERS (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL BE THE AMOUNT PAID BY BUYER FOR ANY PROPERTY THAT IS SUBJECT TO RETURN AS PERMITTED HEREUNDER. ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL HAVE NO OTHER LIABILITY OF ANY KIND OR NATURE UNDER THIS AGREEMENT, IN TORT OR OTHERWISE, WHETHER AT LAW OR IN EQUITY, WITH RESPECT TO THIS AGREEMENT OR THE OFFER, PURCHASE OR SALE OF ANY PROPERTY.

## **9. PERSONAL DATA AND INFORMATION.**

Acker and its affiliates process each Bidder's and Buyer's personal data and/or information, as applicable, in accordance with its privacy policies available at: <https://www.ackerwines.com/terms-conditions/#legal-privacy>.

## **10. MISCELLANEOUS.**

These Conditions of Sale constitute the entire understanding and agreement between the parties with respect to the subject matter contained herein and supersede and cancels all previous agreements and commitments, whether oral or written, in connection with the matters described herein. No waiver or modification of these Conditions of Sale shall be binding unless in writing and assented to by both Bidder and an authorized representative of Acker. No failure to insist upon compliance with any term or condition of these Conditions of Sale, whether by conduct or otherwise, shall be construed to be a waiver of such term or condition. In the event any one or more provisions of these Conditions of Sale is determined to be invalid or unenforceable in any respect, the validity and enforceability of all remaining provisions hereof shall not in any way be

affected or impaired. In the event of a conflict between these Conditions of Sale and any other document, terms, or policy published by Acker (including, without limitation, the Website and Mobile App Terms of Use), these Conditions of Sale shall control. No provision of these Conditions of Sale shall be construed to create a partnership or other joint venture or enterprise between or among any of Acker, Bidder and Seller. None of the terms and conditions set forth in these Conditions of Sale may be assigned by Bidder without Acker's express written consent.

Each of Acker's affiliates and auctioneers (and each of their and Sellers' respective officers, directors, shareholders, members, employees, attorneys, representatives, agents, and assigns) shall be an express third-party beneficiary of the protections, rights and authority bestowed upon such entity or person by and throughout these Conditions of Sale. These Conditions of Sale shall be binding upon Bidder's heirs, executors, beneficiaries, successors, and assigns. Section headings herein are for purposes of convenient reference only and will not affect the meaning or interpretation of any provision of these Conditions of Sale. These Conditions of Sale shall be construed as if jointly drafted and without regard to any presumption or other rule requiring construction against any party on account of its participation in the drafting hereof. Bidder acknowledges that it has read these Conditions of Sale in their entirety, understands that these Conditions of Sale constitute an important legal document, has had the opportunity to consult with legal counsel of its own choosing prior to bidding at auction, agrees to be bound by all of the terms and conditions set forth herein, and that Acker has not provided any legal advice to Bidder in connection with these Conditions of Sale or the subject matter thereof.

## **11. LICENSE NUMBER.**

To the extent required by applicable law, each auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3). The license number assigned to Acker by the Delaware Alcoholic Beverage Control Commissioner is 15350. For New York auctions, Acker Auction, Inc.'s New York Auction License No. is 1413658. For California auctions, AMC's license number is 604246.



## ABSENTEE BIDS

*For those who wish to bid by fax, e-mail, phone or 'BidLive' over the internet,:*

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An Absentee Bid Form follows this page, and is provided for those who wish to bid either by fax, email, or phone. Please complete this form in its entirety to include lot numbers and the highest dollar amount you wish to pay for each respective lot, and return it to Acker Merrall & Condit no later than 9:00pm ET on Wednesday, May 8th, 2024.

**If you wish to bid via fax:**

Please fax your bids to **302.525.8603**

**If you wish to bid via e-mail:**

Please e-mail your bids to **info@ackerwines.com** prior to 9:00pm ET on Wednesday, May 8th, 2024. Be sure to include all information required on the Absentee Bid Form in your transmission.

**DO NOT SEND YOUR BIDS BY REGULAR MAIL.**

**If you wish to phone in your bids:**

Please contact our office between the hours of 9:00am and 6:00pm ET, Monday through Friday, at **302.525.8601** and ask to place some bids.

- Please have your bids ready, as well as a credit card.

**If you wish to bid by phone during the auction:**

- Phone bids will be accepted on an appointment basis only. Please fax your Absentee Bid Form to **302.525.8603** by 9:00pm ET on Wednesday, May 8th, 2024.
- Please print the word **TELEPHONE** at the top of your Absentee Bid Form.

**Restrictions regarding phone bidding:**

- Phone bidding is offered as a courtesy, and no guarantee of successfully contacting the phone bidder is made by Acker Merrall & Condit.
- When possible, phone bidders are urged to leave "emergency bids" in the event phone contact cannot be established.
- **All bids must be accompanied by a credit card number, expiration date and signature.**

**If you wish to 'BidLive' via the internet:**

Please e-mail your request to **BidLive@ackerwines.com** prior to **12:00pm** ET on Wednesday, May 8th, 2024. Please be sure to include all information required on the Absentee Bid Form in your transmission.