HOME & interiors

Edinburgh | 1 April 2020

Featuring
Silver, Ceramics and Glass, Pictures, Works of Art, Furniture, Rugs, Clocks and Watches
HOME & interiors

Edinburgh

SALE
WEDNESDAY 1 APRIL, 11AM

VIEWINGS
MONDAY 30 MARCH, 10AM-7PM
TUESDAY 31 MARCH, 10AM-4PM
WEDNESDAY 1 APRIL 9AM-11AM

VENUE
22 QUEEN STREET
EDINBURGH
EH2 1JX

ILLUSTRATIONS:
FRONT COVER: LOT 342
INSIDE FRONT COVER: LOT 273
INSIDE BACK COVER: LOT 174
BACK COVER: LOT 107

MEET THE TEAM

Kenneth Naples
Head of Home & Interiors, Edinburgh
kenneth.naples@bonhams.com
0131 240 0912

May Matthews
Pictures
may.matthews@bonhams.com
0131 240 2632

Fiona Hamilton
Silver
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0131 240 2631

Charlotte Canby
Works of Art
charlotte.canby@bonhams.com
0131 240 0913

Katherine Wright
Ceramics & Glass
katherine.wright@bonhams.com
0131 240 0911
Sale Information

FURNITURE, SCULPTURE & WORKS OF ART, CARPETS, TAPESTRIES & RUGS
KENNETH NAPLES
+44 131 240 0912
KENNETH.NAPLES@BONHAMS.COM

CHARLOTTE CANBY
+44 131 240 0913
CHARLOTTE.CANBY@BONHAMS.COM

SILVER
RONA HAMILTON
+44 131 240 2631
RONA.HAMILTON@BONHAMS.COM

PICTURES
MAY MATTHEWS
+44 131 240 2632
MAY.MATTHEWS@BONHAMS.COM

CERAMICS & GLASS
KATHERINE WRIGHT
+44 131 240 0911
KATHERINE.WRIGHT@BONHAMS.COM

CUSTOMER SERVICES
MONDAY TO FRIDAY 8.30 TO 18.00
+44 (0) 20 7447 7447

PLEASE NOTE THAT BIDS SHOULD BE SUBMITTED NO LATER THAN 4PM ON THE DAY PRIOR TO THE SALE. NEW BIDDERS MUST ALSO PROVIDE PROOF OF IDENTITY WHEN SUBMITTING BIDS. FAILURE TO DO THIS MAY RESULT IN YOUR BID NOT BEING PROCESSED.

LIVE ONLINE BIDDING IS AVAILABLE PLEASE EMAIL BIDS@BONHAMS.COM WITH ‘LIVE BIDDING’ IN THE SUBJECT LINE 48 HOURS BEFORE THE AUCTION TO REGISTER FOR THIS SERVICE.

PHYSICAL CONDITION OF LOTS
PLEASE NOTE THAT ANY REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT IS FOR GENERAL GUIDANCE ONLY. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOT AS SPECIFIED IN CLAUSE 14 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

AS A COURTESY TO INTENDING BIDDERS, BONHAMS WILL PROVIDE A WRITTEN INDICATION OF THE PHYSICAL CONDITION OF LOTS IN THIS SALE IF A REQUEST IS RECEIVED UP TO 24 HOURS BEFORE THE AUCTION STARTS. THIS WRITTEN INDICATION IS ISSUED SUBJECT TO CLAUSE 3 OF THE NOTICE TO BIDDERS.

IMPORTANT INFORMATION
THE UNITED STATES GOVERNMENT HAS BANNED THE IMPORT OF IVORY INTO THE USA. LOTS CONTAINING IVORY ARE INDICATED BY THE SYMBOL Ф PRINTED BesIDE THE LOT NUMBER IN THIS CATALOGUE.

PAYMENTS
BUYERS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 FAX

SELLERS
PAYMENT OF SALE PROCEEDS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 FAX

VALUATIONS, TAXATION AND HERITAGE
+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 FAX
VALUATIONS@BONHAMS.COM

CATALOGUE SUBSCRIPTIONS
TO OBTAIN ANY BONHAMS CATALOGUE OR TO TAKE OUT AN ANNUAL SUBSCRIPTION:
SUBSCRIPTIONS DEPARTMENT
+44 (0) 1666 502200
+44 (0) 1666 505107 FAX
SUBSCRIPTIONS@BONHAMS.COM

SALE NUMBER
26036

BIDS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 FAX
TO BID VIA THE INTERNET PLEASE VISIT BONHAMS.COM

PLEASE SEE NEXT PAGE FOR BIDDER INFORMATION INCLUDING AFTER-SALE COLLECTION AND SHIPMENT.
LOTS MAY ONLY BE RELEASED ON PRODUCTION OF THE “COLLECTION ORDER” OBTAINED FROM THE CASHIER’S OFFICE AT BONHAMS AND A FORM OF PHOTOGRAPHIC I.D. IF A THIRD PARTY IS COLLECTING ON A CLIENT’S BEHALF THEY MUST ALSO PRODUCE A CLIENT’S LETTER OF AUTHORIZATION.

STORAGE

AFTER THE FREE STORAGE PERIOD AS ABOVE THE FOLLOWING CHARGES WILL APPLY.

£10.00 + VAT PER WEEK FOR SMALL ITEMS
£15.00 + VAT FOR LARGE ITEMS.

CITES REGULATIONS
PLEASE BE AWARE THAT ALL LOTS MARKED WITH THE SYMBOL Y ARE SUBJECT TO CITES REGULATIONS WHEN EXPORTING THESE ITEMS OUTSIDE THE EU. THE REGULATIONS MAY BE FOUND AT WWW.UKCITES.GOV.UK OR MAY BE REQUESTED FROM:

UK CITES MANAGEMENT AUTHORITY
ZONE 117
TEMPLE QUAY HOUSE
2 THE SQUARE
TEMPLE QUAY
BRISTOL BS1 6EB

SYMBOLS
THE FOLLOWING SYMBOLOLOGY IS USED TO DENOTE THAT VAT IS DUE ON THE HAMMER PRICE AND BUYER’S PREMIUM

† VAT 20% ON HAMMER PRICE AND BUYER’S PREMIUM

* VAT ON IMPORTED ITEMS AT A PREFERENTIAL RATE OF 5% ON HAMMER PRICE AND THE PREVAILING RATE ON BUYER’S PREMIUM

VAT REFUNDS ON EXPORTS FROM THE EU TO SUBMIT A CLAIM FOR REFUND OF VAT HMRC REQUIRE LOTS TO BE EXPORTED FROM THE EU WITHIN STRICT DEADLINES.

FOR LOTS ON WHICH IMPORT VAT HAS BEEN CHARGED; MARKED IN THE CATALOGUE WITH A * OR Ω. LOTS MUST BE EXPORTED WITHIN 90 DAYS OF BONHAMS’ RECEIPT OF PAYMENT AND WITHIN 3 MONTHS OF THE SALE DATE. FOR ALL OTHER LOTS EXPORT MUST TAKE PLACE WITHIN 3 MONTHS OF THE SALE DATE.

FOR FURTHER VAT INFORMATION PLEASE CONTACT:
DECLAN.KELLY@BONHAMS.COM
NOTICE TO BIDDERS

This notice is addressed to Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process. We strongly recommend reading these notices, as they are potentially important (including any eventual Buyer of the Lot). For ease of reference we refer to a person who raises questions due to the ‘Notice’ as a ‘Lot Enquirer’ and to any Lot Enquirer’s query as a ‘Question’.

Important: The term ‘Lot’ hereinafter means any Lots set for the Bonhams’ Auction(s) and that the term ‘Lot Price’ hereinafter means the lower estimate of the Lot. Your gross Lot Price is the sum of your Lot Price and any VAT or Buyer’s Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Please depend upon bidding and lots can sell for Hammer

Price(s) below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are included on the description of a Lot for emphasis only.

Condition Reports

In respect of any Lot, you may ask Bonhams for a Condition Report on the Lot’s general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally, and Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents the Seller’s opinion of the condition of the Lot as at the time of writing. It is a representation of the Seller’s best estimate of the condition of the Lot. Bonhams reserves the right to change the condition report at any time and to decline to accept their bids if they have not recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued personal identification in the form of a passport or driving licence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued registration number, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights to request further information in order to verify the identity of any person as a Bidder, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the Lot if, in the opinion of the Auctioneer, it would be in the best interests of the Seller or the Bonhams or detrimental to Bonhams’ reputation.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please return it to the address given on your Registration Form. Once an invoice is issued it will not be possible to change the information once the invoice has been closed, to put any Lot for auction again. Auction speeds can exceed 100 Lots per hour and the bidding increments are generally about 10%; however, these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department responsible for the Sale for advice on this. Where a Reserve has been applied to a Lot, an Auctioneer may, in his absolute discretion, place bids up to an amount not exceeding such Reserve on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of the Lot. Where there is a Reserve it will be no higher than the lower figure for any Estimate in the Catalogue, assuming that the summary of the Reserve has not fluctuated adversely against the summary, or for the Seller to whom the Bidder makes this highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the Seller’s hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All Lots are sold free from any Reserve (subject to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent currency value in any other currency, but we do not accept any responsibility for any errors which may occur in the use of the converter. We may use video cameras to record the Sale and may use television cameras for security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, Jewellery Sales, we may use sound amplification. Sound equipment is being made available at all Bonhams’ Sales to provide assistance to a visually impaired person. The use of this equipment is provided to assist viewing at the Sale. The image on the screen should be treated as an indication of the actual Lot. Should a Lot be sold, we would like all bidders to be notified that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

Bidding by post or fax

Absolutes Bidding Forms can be found in the back of this Catalogue and must be completed and sent in to Bonhams for the Sale, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as few e-mailed or Bonhams submitted identical bids for the Lot, the first bid received takes precedence. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absolutes Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. Telephone bidding facility is a discretionary service offered at no additional charge and may be withdrawn at any time or at any time without notice for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please ensure that your telephone number is correct.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person in whose name the Bidding Form is given. All pre-registration forms for Bidders are non-transferable and no duplicate form can be issued.
7. BUYER’S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer’s Agreement, a premium (the Buyer’s Premium) is payable to us by the Buyer in accordance with the terms of the Buyer’s Agreement and at rates set out below, calculated by reference to the Hammer Price of each Lot purchased.

For this Sale the following rates of Buyer’s Premium will be payable by Buyers on each Lot purchased:

- 27.5% up to £2,500 of the Hammer Price
- 20% of the Hammer Price on amounts between £2,500 and up to £3,000,000
- 13.5% of the Hammer Price above £3,000,000

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale information page at the front of the catalogue.

The Buyer’s Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

8. VAT

VAT may also be payable on the Hammer Price of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked VAT in the Catalogue and which are subject for a Hammer Price of £1,000 or greater converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed £1,920 converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale.

- From £3 to £500,000: 6%
- From £501,001 to £1,000,000: 4%
- From £1,001,001 to £5,000,000: 3%
- From £5,001,001 to £10,000,000: 2.5%
- Exceeding £10,000,000: 2.25%

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer’s Premium plus VAT and any other charges and Expenses to take full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

In all other instances no VAT will be charged on the Hammer Price, but at the prevailing rate of VAT will be added to Buyer’s Premium which will be invoiced on a VAT inclusive basis.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and cleared funds has been made and/or (we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to our Sale Information page. Our office hours are 9.00 am – 5.00 pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export and import licenses please contact the appropriate Bonhams office. Alabian Shipping on +44 (0) 1522 400 059 or your local Bonhams office.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(ies). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the exporting arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-control/telephone-licensing-process/. Please be aware that some of the exporting arrangements may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/exports-imports/sites/. Please be aware that all Lots marked with the symbol ‘Y’ are subject to CITES regulations when exporting these items outside the EU.

13. LEGAL REGULATIONS

Please be aware that all Lots marked with the symbol ‘X’ are subject to the Treaty on the Legal Regsulations when exporting these items outside the EU. These regulations may be found at http://www.defra/gov.uk/ahvla-en/exports-imports/sites/.

14. CLOCKS AND WATCHES

All Lots are sold “as is”, and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good conditions.

Emeralds are frequently treated with oils or resins for the same purpose. Bonhams makes no representation or warranty that any clock or watch is in original condition except for those specifically stated in the Lot Description. Buyers are advised to undertake their own tests and inspections, and to consult appropriate experts, before making a purchase decision. In the case of RFD certificates and Section 5 authorities, we wish to inform you that we are not responsible for any loss resulting from failure of corks either before or after your purchase. However, if you have the option a number of laboratories issue certificates that give more detailed information, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However these may not be consistent between laboratories on the degree, or types, of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. As a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones; it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bonhams should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates offered by Buyers on any Lots subsequently to the Sale. Estimated Weights If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within our laboratories. We give no assurance of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy. Signatures 1. A diamond brooch, by Kutchinsky When the maker's name appears in the title, in Bonhams' opinion the piece is by that maker, whether signed or not. 2. A diamond brooch, signed Kutchinsky Has a signature that, in Bonhams' opinion, is the artist's hand. 3. A diamond brooch, mounted by Kutchinsky Has been created by Kutchinsky, in Bonhams' opinion, but using stones or designs supplied by the client. 20. PHOTOGRAPHS Explanation of Photograph Terms • “Brand” in our opinion a work by the artist. • “Attributed to” in our opinion probably a work by the artist, but less certainty to authorship is expressed in the preceding category. • “Signed and/or titled and/or dated and/or inscribed,” in our opinion the signature and/or title and/or date and/or inscription are in the artist’s hand. • “Signed and/or titled and/or dated and/or inscribed in another hand” in our opinion the signature and/or title and/or date and/or inscription have been added by another hand. • The date given is that of the image (negative). Where no further date is given, this indicates that the photograph, print or image (the term “vintage” may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the original photographic date. The following, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, “printed later” will appear in the Lot Description. • Unless otherwise specified, dimensions given are those of the piece of paper or mount on which the photograph or print appears, and not of the image itself. Some photographs may appear in the Catalogue without margins illustrated. • All photographs are sold enthurned unless stated in the Lot Description. Options to buy parcels A parcel is a number of Lots of identical size from the same wine, bottle size and Description. The Buyer of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer’s sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel. Wines in Bond Wines lying in Bond are marked A, All Lots sold under Bond, and when the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammar Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammar Price on the invoice. Buyers must notify Bonhams at the time of sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable therein. Other charges that may be payable therein. Buyers outside the UK must be aware that any forwarding agent appointed to export their purchase will have a movement certificate for Lots for the buyer under Bond. Bottling Details and Case Terms The following terms used in the Catalogue have the following meanings: BB – Bordeaux bottled EBC – Château bottled DB – Domaine bottled ESt – Estate bottled GB – German bottled LB – Bordeaux bottled SC – Original wooden case ovw – individual wooden case ovw – original wooden case OWC – Original wooden case owc – individual wooden case owc – original wooden case
cover our Expenses relating to payment of royalties under the Artists Rights Provisions 2005. See clause 7 for details. • The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable undertaking, from which you may make a financial gain on a successful Sale or a financial loss if unsuccessful. ▲ Bonhams owes the Lot either wholly or partially or may otherwise be subject to any alterations expressly identified as such made by the Buyer. • This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

3.1 Paragraph 2.1.5 sets out what is the subject to any alterations expressly identified as such made by the Seller, whether by placing an insert in the Catalogue and/or by notices at the Sale venue. You should be alert to this and/or by placing an insert in the Sales Catalogue in the Lot which is not printed in italics. In particular, the Catalogue may contain information which is not printed in italics. The Seller sells the Lot as the principal to the Contract for Sale, with full title guarantee or, where the Lot is not sold as corresponding with the Contractual Description, as the Seller undertakes to you that:

3.2 Except as provided in paragraph 2.1.5, the Seller does not make any representations, express or implied, to give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to the Lot, whether made or to be made in relation to the satisfactory quality of the Lot or its fitness for any purpose.

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to the satisfactory quality of the Lot or its fitness for any purpose.

4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5.1 Risk in the Lot passes to you after 7 days from the day upon which the Lot is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot, whether made or to be made by Bonhams or the Storage Contractor, with whom you have separate contractual (as Buyer). You will indemnify the Seller and keep the Seller fully indemnified from and against all costs, expenses and losses arising in respect of any injury, loss and damage caused by or relating to the Seller, or the Lot, after the fall of the Auctioneer’s hammer until you fully title to it.

5.2 Title to the Lot remains in and is to be retained by the Seller until (i) the Purchase Price has been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue.

6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot, or upon collection of the Lot if earlier. Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing, the right to possession of the Lot (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Lot was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 5.2 below.

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you to or your order only when (i) Bonhams has received cleared funds to the amount of the Full Purchase Price and all other sums owed to you by the Seller and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue.

7.2 The Seller will not be liable to you for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, in respect of the Lot, or this agreement or its performance, and the Seller is liable to you in respect of it, or this agreement or its performance, and the Seller will not be liable for any breach of any representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

8.1 If the Seller is in breach of any term of the Contract for Sale, then, as the principal to the Contract for Sale, the Seller undertakes to you that:

8.1.1 to terminate immediately the Contract for Sale of the Lot in full in cleared funds; and

8.1.2 to pay you the sum of the full amount due to you. If earlier. The Seller will not be responsible thereafter for the Lot, whether made or to be made by Bonhams, or to any other auction or by private treaty and apply any monies received from such offer to the payment of all sums due to the Seller or to Bonhams by you. You agree to indemnify the Seller against all and any losses, or other expenses and costs (including any monies paid to Bonhams) in relation to or in respect of the release of the Lot. Incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph (whether or not in the conduct of any investigation pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams, set out in Appendix 2 in the catalogue).

8.1.3 to release the Lot (i) in full in cleared funds, or (ii) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.1.4 on any resale of the Lot under paragraph 8.1.2, the Seller will account to the Buyer for any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams within 28 days of receipt of such monies by him or on his behalf.

9.1 The Seller will be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer’s hammer in respect of the Lot.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer’s hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot, whether made or to be made by Bonhams, or to any other auction or by private treaty and apply any monies received from such offer to the payment of all sums due to the Seller or to Bonhams by you. You agree to indemnify the Seller against all and any losses, or other expenses and costs (including any monies paid to Bonhams) in relation to or in respect of the release of the Lot. Incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph (whether or not in the conduct of any investigation pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams, set out in Appendix 2 in the catalogue).

9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or in this agreement or its performance, and whether in damages, for any indirect losses or consequential damages of any kind, irrespective of any case of the nature, volume or source of the loss or damage alleged to be suffered, and in respect of whether the said loss or damage is caused by or claimed in respect of any tort, breach of contract, statute, statutory duty, restitution claim or otherwise;
of the Purchase Price. If you do not collect the Lot before the time and date set out in the Notice to Bidder (in or if no date is specified, on the seventh day after the Sale) or may remove the Lot to another location, the details of which will be sent by post or email to the Bidder. If you have not paid the Lot in accordance with paragraph 3, and the Lot is moved to any third party’s premises, the Lot will be deemed to be sold to that party and you will be held to have relinquished title to the Lot. Without prejudice to the generality of the discretion and by way of example, we may: 8.1.1.1 retain the Lot in order to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or 8.1.1.2 deliver the Lot to a third party under a strictly enforceable order for sale; and/or 8.1.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or 8.1.1.4 acquire an equitable lien over the Lot in return for pursuing a course of action agreed to by you; and/or 8.1.1.5 exercise any other rights available under this paragraph 8.1.1.5. will be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the condition or such possession has been: 8.1.1.5.1 occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and/or 8.1.1.5.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. 9 FORGERIES 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9. 9.2 If you name as the person whom the original invoice was made out by us in respect of the Lot and that invoice is forged; and 9.2.1 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery; and 9.2.2 accompanied by written evidence that the Lot is or is a Forgery; and 9.2.3 if we notify you in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery; and 9.2.4 written by evidence that the Lot is or is a Forgery; and 9.3 Paragraph 9.2 will not apply in respect of a Forgery if: 9.3.1 the entry of details of the Catalogue reflected the then accepted opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field, or 9.3.2 it can be established that the Forgery was not only by means of a process not generally accepted for use after the date on which the Catalogue was published or by means of a process which it was unreasonably in all the circumstances for us to have employed; 9.4 You authorise us to carry out such processes and tests on the Lot as we think necessary or prudent in order to satisfy ourselves that the Lot is or is not a Forgery; and 9.5 if such a process is not established, then the benefit of paragraph 9.4 will pass to the seller. 9.6 The benefit of paragraph 9.5 is personal to, and inscapable of assignment by, the seller; 9.7 If you sell or otherwise dispose of your interest in the Lot, all such rights and remedies will pass with you. 9.8 Paragraph 9.3 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a stamp forgery, a stamp forgery or a stamp forgery, a stamp forgery or a stamp forgery, a stamp forgery or a stamp forgery. 10 OUR LIABILITY 10.1 We will not be liable whether in negligence, other Lot, breach of contract or otherwise for our failure or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any other way, our liability will be limited to payment of any sum which will not exceed an amount equal to the Purchase Price of the Lot plus Buyer’s Premium (less any sum you may be entitled to recover from the Seller) irrespective of any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other Lot, breach of contract or otherwise. 10.2.3 You must advise us that you wish to act as a Consumer, in any circumstances where we are liable to you in respect of a contract, or any act, omission, statement, representation in respect of, or, this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any other way, our liability will be limited to payment of any sum which will not exceed an amount equal to the Purchase Price of the Lot. 10.3.3.2 To the extent that our obligations imposed on you under paragraph 9.2, or any payment, as the case may be, of the Purchase Price; Buyer’s Premium, VAT and Expenses paid by you in respect of the Lot. 10.3.3.3 We will be entitled to exercise one or more options under this paragraph 10.3.3.1 without prejudice to the generality of the discretion and by way of example, we may: 10.4.1 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or excluding or restricting any person’s rights or remedies in respect of any negligence (or any person under our control or for whom we are legally responsible), or (ii) acts or omissions for which we are held liable under the Occupiers Liability Act 1957, or (iv) any other means on giving you three months’ written notice of our intention to do so; 10.3.3.4 We will accept reasonable care and/or part payment of any sums due to us by you under this agreement; 12 MISCELLANEOUS 12.1 You may not assign either the benefit or burden of this agreement to another party without our written consent, and we will then accept reasonable care and/or part payment of any sums due to us by you under this agreement; 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under this agreement. 12.3 You may assign either the benefit or burden of this agreement to another party without our written consent, and we will then accept reasonable care and/or part payment of any sums due to us by you under this agreement; 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand
“Commission” the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

“Contract Form” the written statement of the conditions of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

“Conditions of Sales” the written statement of the conditions of Business, Buyer’s Agreement and Definitions and Glossary.

“Consignment Fee” a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

“Consumer” a natural person who is acting for the relevant purpose outside his trade, business or profession.

“Contract Form” the written statement of the conditions of Business, Buyer’s Agreement and Definitions and Glossary.

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