

Fine Netsuke

from the Adrienne Barbanson Collection

Monday 13 May 2013 at 5pm
New Bond Street, London





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Bonhams

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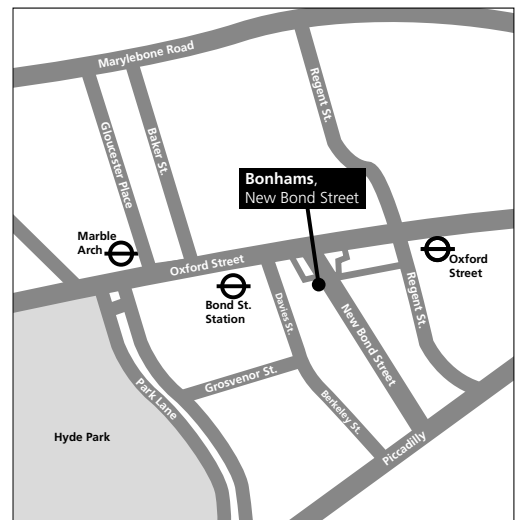
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CHRONOLOGY

Jomon period

ca.10,000BC - ca.300BC

Yayoi period

ca.300BC - ca.300AD

Kofun period

ca.593 - 710

Nara period

710 - 794

Heian period

794 - 1185

Kamakura period

1185 - 1333

Muromachi period

1333 - 1573

Nanbokucho period

1336 - 1392

Momoyama period

1573 - 1615

Bunroku era

1592 - 1596

Keicho era

1596 - 1615

Edo period

1615 - 1868

Kan'ei era

1624 - 1644

Kanbun era

1661 - 1673

Genroku era

1688 - 1704

An'ei era

1772 - 1781

Tenmei era

1781 - 1789

Kansei era

1789 - 1801

Kyowa era

1801 - 1804

Bunka era

1804 - 1818

Bunsei era

1818 - 1830

Tenpo era

1830 - 1844

Koka era

1844 - 1848

Kaei era

1848 - 1854

Ansei era

1854 - 1860

Man'en era

1860 - 1861

Bunkyu era

1861 - 1864

Genji era

1864 - 1865

Keio era

1865 - 1868

Meiji era

1868 - 1912

Taisho era

1912 - 1926

Showa era

1926 - 1989

Heisei era

1989 - present



Harcourt
Paris.

Adrienne Barbanson (1913–1975)

Adrienne Barbanson was the daughter of Denise and Gaston Barbanson. Gaston (1876–1946), a leading figure in the steel industry in Belgium and Luxembourg, was a pioneer of European integration and co-founder of the Arbed group which would eventually form part of the global steel company ArcelorMittal.

Adrienne started to take an interest in *netsuke* during the early 1950s. Buying from auction houses and collectors in Paris and London, she eventually acquired around 600 pieces, at the same time discovering the world of *Ko-ji Hō-ten*, which she purchased at the Hôtel Drouot. V. F. Weber's great encyclopedia introduced her to the many legends depicted in *netsuke*, with their origins in Japan, China, India, and other cultures as well as in both Buddhism and Shinto.

After a thorough study of *netsuke* and their iconography, in 1956 Adrienne decided to go to Japan. During the trip she visited the city of Kyoto and acquired a collection of 36 *netsuke*, using several of them to illustrate the book she was planning to write.

On her return to Paris she continued to visit museums such as the Musée d'Ennery and with the advice of other collectors and experts in Japanese art—especially the well-known Portier family—in 1961 she completed *Fables in Ivory: Japanese Netsuke and Their Legends*, published by Charles E. Tuttle & Co. of Rutland, Vermont. The book enjoyed considerable success and according to *Connaissance des Arts* magazine (October 1962) was designated by the Association of American Libraries as one of the 50 best books published in the United States in 1961. *Fables in Ivory* narrates a range of Japanese legends, chosen by Adrienne and illustrated by *netsuke* from her collection as well as others she borrowed from the Musée d'Ennery.

In 1975, my mother had an accident and left my brother and myself, to whom she had dedicated her book on its opening pages, a collection of more than 100 *netsuke*. My brother kept the figures and I kept the animals. Needless to say, I started to study all the pieces and learn as much as I could about them. I also decided to add some pieces to the collection, with the idea of introducing my own personal taste in *netsuke* and always, I hope, seeking out examples of the highest quality.

Pierre Labbé

Acknowledgements

Bonhams would like to thank Pierre Labbé for providing us with valuation information in preparation of this catalogue and for permitting us to reproduce excerpts from his mother's book, *Fables in Ivory: Japanese Netsuke and Their Legends*.

アドリエンヌ・バルバンソン (1913–1975)

アドリエンヌ・バルバンソンは、デニス・バルバンソン、ガストン・バルバンソンの娘として生まれました。父親のガストン(1876–1946)は、ベルギーとルクセンブルク大公国における製鉄業界の重要人物であり、欧州統合の先駆者、後に世界的な製鉄会社へと発展したArcelorMittal社の前身であるArbedグループの創設者の1人でもありました。

1950年代初め、アドリエンヌは、日本の根付に興味を持ち始めました。ロンドンとパリのオークションハウス、蒐集家から根付を購入するようになり、最終的には600点にのぼる根付を購入。それと同時に、パリのホテル・ドルーオにて彼女が購入したV. F. ウェーバーの著書、「古事寶典：日本・中国美術品収集の手引辞典」の世界を発見していきました。ウェーバーによるこの素晴らしい辞典は、日本、中国、インド、その他数多くの文化、また、根付に描かれた仏教や神道に起源を持つ多くの伝説を、彼女に知らしめたのです。

アドリエンヌは、根付とその図解書を一通り研究した後、1956年に日本へ向かうことを決めました。滞在中に、彼女は京都を訪れ、36点の根付を購入しました。その中のいくつかは、その後に執筆された彼女の著書に図解されているものです。

パリに戻ると、彼女はエヌリー美術館などの美術館を継続的に訪問し、日本美術の蒐集家および専門家、中でも、著名なポルティエ一家からアドバイスを受けながら、1961年に、アメリカ合衆国バーモント州ラトランドの出版社 Charles E. Tuttle & Co. から *Fables in Ivory: Japanese Netsuke and Their Legend* を出版しました。この出版は大成功を収め、1962年10月に刊行された雑誌 *Connaissance des Arts* によれば、アドリエンヌの本は米国図書館協会によって1961年アメリカで出版された本ベスト60 に選ばれています。 *Fables in Ivory: Japanese Netsuke and Their Legend* には、さまざまな日本の伝説が、彼女のコレクションおよびエヌリー美術館のコレクションから選ばれた根付の写真とともに関連づけて解説されています。

1975年に、私の母は事故に遭い、私と私の兄に100点以上にのぼる根付を残しました。母は、根付についての著書の冒頭に、私と兄に対して献辞を残しており、兄は人物を描いた根付を、私は動物を描いた根付を譲り受けました。言うまでもなく、私はそれらの根付ひとつひとつを研究し、学べるだけの全てを学び始めました。そして、私は母のコレクションにさらにいくつかの作品を加えることを決めました。それは、私自身の個人的な趣向をコレクションに添える目的で始まったのですが、作品を探すにあたっては、常に最良の質をもつ作品をコレクションに加えることを念頭に入れて探していました。

ピエール・ラベ

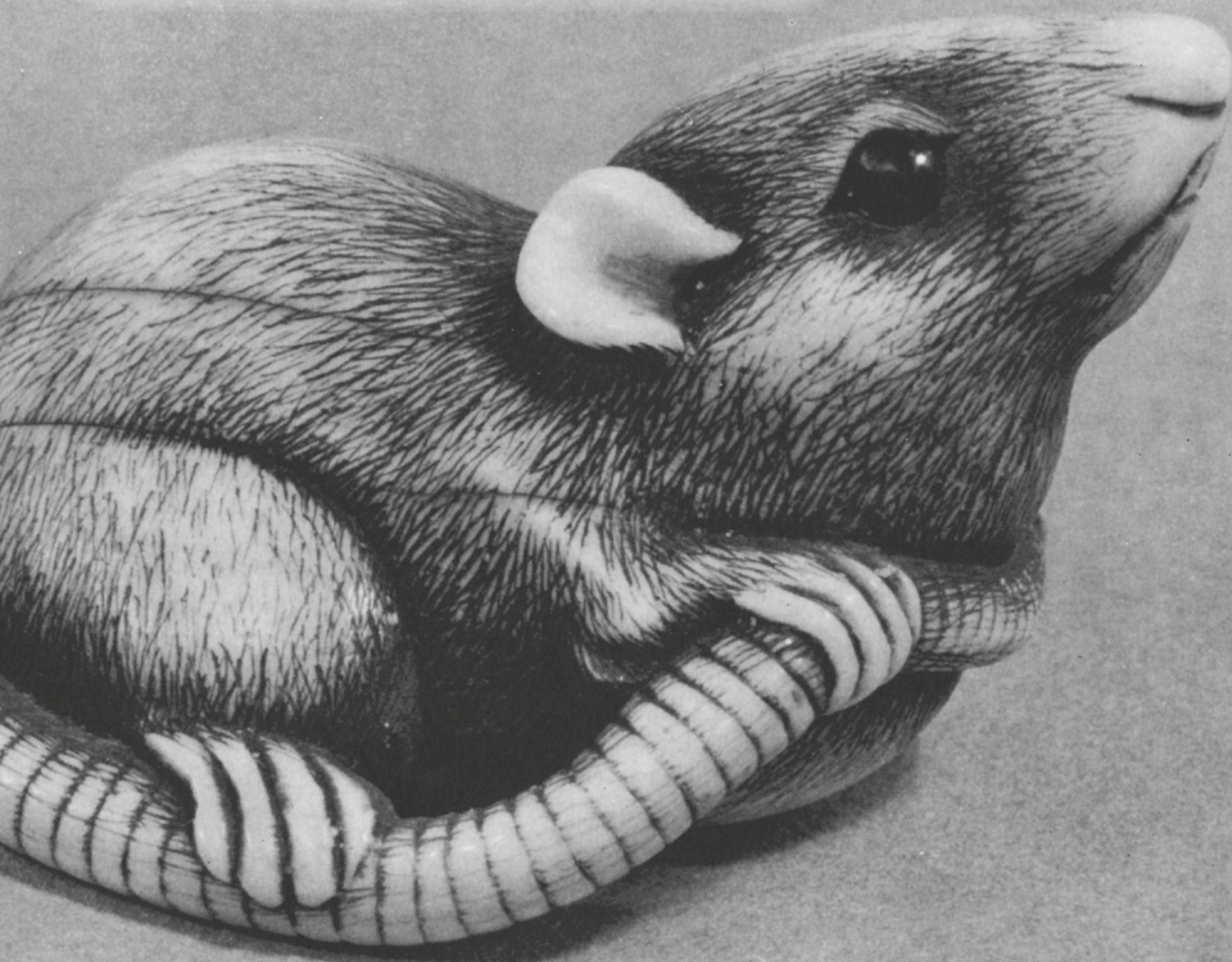
謝辞

ボナムスは、今回のカタログ制作において、貴重な資料を快く見せてくださり、またお母様の著書である *Fables in Ivory: Japanese Netsuke and Their Legends* から一部を抜粋、カタログへの掲載を承知してくださったピエール・ラベ氏に厚く御礼申し上げます。

Nezumi, the Rat

The twelve animals of the East Asian zodiac are the rat (*nezumi* in Japanese), the ox, the tiger, the hare, the dragon, the snake, the horse, the sheep, the monkey, the chicken, the dog, and the wild boar. The cat, who failed to show sincere grief at the moment of Buddha's death, has no place among them. Moreover, during the funeral watch, the cat committed an unforgivable crime. A young rat, exhausted by hunger after its long journey to reach the bedside of the dying Buddha, was licking up the wax that dripped from one of the votive candles. In fact, it even ate a bit of the candle itself. The cat, seeing this and perhaps hoping to restore himself to favour among the other animals – but more probably being unable to resist the temptation of a good meal – pounced upon the rat and devoured it. Now, whoever takes a life transgresses the law of Buddha, and this is what the cat failed to remember. So it came about that he was firmly excluded from the honored circle of animals that make up the zodiac.

The rat's position at the top of the list is explained by another legend. When word went forth that Buddha was dying, the story says, all the animals hastened to his bedside. The ox, by some means or other, had managed to get ahead of all the other animals and was passing through the gate when a rat asked him for a ride on his back. Being a gentle animal, but not too bright, the ox consented. Then, just as he was about to pass through the door at the head of the entire procession, the startled ox saw the rat give a great leap and land inside ahead of him. Thus, by his cleverness, the rat gained first place, and the ox had to be satisfied with being second.





Zodiac Animals

1 Y

An ivory netsuke of a rat

Kyoto, early 19th century

Seated, its head raised and bearing an alert expression as it sniffs the air, while holding its long tail forward around its body, the ivory slightly worn and the eyes inlaid, *unsigned*.

4cm (1½in) wide.

£1,500 - 2,000

JPY220,000 - 290,000

US\$2,300 - 3,100

象牙彫根付 鼠 無銘 19世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *Fables in Ivory: Japanese Netsuke and Their Legends*, Charles E. Tuttle Co., Inc., Rutland, Vermont and Tokyo, 1961, pp.82-83, pl.33.

Christian Science Monitor Books, September 1961.



2



3



2

A boxwood netsuke of a rat on a Venus clam

By Seiosai (or Shoosai), early 19th century

The rat clambering over the large shellfish, its head lowered and its tail trailing beneath, forming a compact composition in slightly-worn and well-patinated wood, signed *Seiosai/Shoosai*.

4.2cm (1 5/8in) wide.

£1,000 - 1,200

JPY140,000 - 170,000

US\$1,500 - 1,900

木彫根付 蛤に鼠 銘「正翁斎」 19世紀前期

Provenance: Adrienne Barbanson collection.

The maker, whose name may be read Seiosai or Shoosai, appears to be unrecorded.

3 Y

A small ivory netsuke of a rat and candle

By Ranseki, Kyoto, 19th century

The rat seated, its body curled to the right as it gnaws through the large candle, its tail trailing beneath to form the *himotoshi*, the ivory is lightly stained and the rat's eyes are inlaid, signed *Ranseki*.

3.2cm (1 1/4in) wide.

£800 - 1,000

JPY120,000 - 140,000

US\$1,200 - 1,500

象牙彫根付 蠟燭に鼠 銘「蘭石」 19世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Ranseki was one of the late followers of Hogen Rantei, working in Kyoto during the 19th century. From extant examples, he was not as prolific as his contemporaries, Ransen and Ranmei, and his *netsuke* were invariably of ivory, generally small and carved with fine detail.



4

4

A wood netsuke of a seated rat

By Matsuda Sukenaga (1810-1871), Takayama, Hida Province, 19th century

Seated, looking around to the left with an alert expression as it protects a large lotus-seed pod, with several inserted loose seeds, beneath its raised forepaws, its tail trailing to one side and its eyes inlaid, signed in an oval reserve *Sukenaga*.

3.8cm (1½in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 鼠 銘「亮長」 19世紀

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, Paris.

A very similar *netsuke* of a rat with a lotus-seed pod by Sukenaga was sold at Sotheby's, London, 18th June 1997, lot 192.



5

5

A wood netsuke of a rat

By Ikkan, Nagoya, 19th century

Seated, looking up to the right as it holds a large *shogi* piece of *keima* beneath one forepaw, its tail curling beneath to form the *himotoshi*, the slightly-worn wood bears a good patina and the eyes are inlaid, signed *Ikkan*.

4.5cm (1¾in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 鼠 銘「一貫」 19世紀

Provenance: Labbé-Barbanson collection.

For similar models by Ikkan, see Frederick Meinertzhagen, *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, Alan R. Liss, Inc., New York, 1986, p.212. Another very similar example was sold in these rooms, Fine Japanese Art, 6th November 2012, lot 106.



6

A wood netsuke of numerous rats

By Ittan, Nagoya, 19th century

Tumbling over each other in an elaborate composition, carved from dark stained wood and with inlaid eyes, signed in an oval reserve, *Ittan* with *kao*. 3.8cm (1½in).

£2,500 - 3,000

JPY360,000 - 430,000

US\$3,900 - 4,600

木彫根付 鼠七匹 銘「一旦（花押）」 19世紀

Provenance: Adrienne Barbanson collection.

For a somewhat similar group by Ittan, see Raymond Bushell, *Collectors' Netsuke*, John Weatherhill, Inc., New York and Tokyo, 1971, p.90, no.108, also illustrated by Hollis Goodall with contributors, *The Raymond and Frances Bushell Collection of Netsuke, a Legacy at the Los Angeles County Museum of Art*, Art Media Resources, Inc., Chicago, 2003, p.220, no.268.



7

A wood netsuke of a recumbent ox

By Matsuda Sukenaga (1810-1871), Takayama,
Hida Province,
19th century

Lying with its head turned back to the right, its tail passing forward
over one hind leg and a rope halter trailing over its back and beneath,
the slightly-worn wood bears a good patina and the eyes are of pale
translucent horn with dark pupils, signed in a rectangular reserve
Sukenaga.

4.2cm (1 5/8in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 牛 銘「亮長」 19世紀

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, Paris.

Usagi, the Hare

In Japanese the word *usagi* is used for both rabbit and hare. The rabbit, when it is necessary to distinguish him from the hare, is sometimes called a *Nankin usagi*. The hare, which had an important place in old Chinese superstition, was believed capable of reaching the fabulous age of a thousand years and to turn blue at five hundred. He is often represented in connection with the moon, since to the Chinese and the Japanese the dark markings on the moon's face portray a hare. This idea appears to have originated in India, whence the following legend came.

Long ago a hare was united in friendship with a monkey and a fox. One day the chief of the gods, in the guise of a venerable old man, came to their house asking for food. The monkey brought him fruit which he had picked from a tree, and the fox presented him with a fish, but the hare had nothing to offer and for this reason was severely reprimanded by the old man.

Thereupon the hare asked his friends to prepare a pile of dry branches and set them afire. When the flames had become hot enough, he threw himself into the fire as a sacrifice, offering his small body to the old man for food. The latter, resuming his identity as chief of the gods, gathered together the remains of the hare and placed them in the moon, so that the animal's voluntary sacrifice might serve as an example to all the world. From that time on, says the legend, there has been a hare in the moon.

The hare is often shown grinding long-life drugs or pounding rice in a mortar. According to an old Japanese belief, on the eighth night of the eighth month, if there is a moon, the female hare descends from the sky to the sea and plays among the waves. It is at this time that she thinks of her duty of preserving the race of hares, and she conceives miraculously on this night. Certain ancient Japanese books assure us quite seriously that if the moon does not show itself in full splendor on this night, the act of conception does not take place, and there will be a death of young hares in the ensuing year.





8

A fine wood netsuke of a female hare

By Naito Toyomasa (1773-1856), Tanba, early 19th century

Seated, looking up with alert expression, its ears pressed back and its legs drawn in for compactness, one forming the *himotoshi*, the slightly worn wood bears a good patina and the eyes are inlaid, signed in a rounded rectangular reserve *Toyomasa*.

3.8cm (1½in).

£15,000 - 20,000

JPY2,200,000 - 2,900,000

US\$23,000 - 31,000

木彫根付 兎 銘「豊昌」 19世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.56-57, pl.20.

Connaissance des Arts, no.140, October 1963, p.109.

Alain Ducros, *Paris Edo: Convention Netsuke and Sagemono*, Paris, 1994, no.19.

The hare shown here is obviously an adult, differing in its form from the somewhat chubbier version by Toyomasa recorded by Arlette Katchen, *Netsuke 7*, K. R. Publishers, Paris, 2010, vol.2, p.167, colour pl.K184.



9

A wood netsuke of a tiger

By Tametaka, Nagoya, 18th century

Seated, its body twisted to the right and its head turned back, its mouth open as it snarls and its tongue protruding over the lower lip, its tail passing forward over the back and its feet folded together, forming a compact composition in well-patinated wood, signed in a rectangular reserve *Tametaka* with *kao*.

4.5cm (1 $\frac{3}{4}$ in).

£7,000 - 8,000

JPY1,000,000 - 1,200,000

US\$11,000 - 12,000

木彫根付 虎 銘「為隆（花押）」 18世紀

Provenance: Labbé-Barbanson collection, purchased in Bordeaux, 22nd November 1998.

For a somewhat similar example, see Barbra Teri Okada and Mary Gardner Neill, *Real and Imaginary Beings, the Netsuke Collection of Joseph and Edith Kurstin*, Yale University Art Gallery, New Haven, 1980, p.40, no.15.



10

A wood netsuke of a snake

By Tadatoshi (circa 1770-1840), Nagoya, 19th century

Coiled in asymmetric tight loops with its head at the top and its tongue licking out over its scaly body which forms a compact composition in dark-stained wood, the eyes inlaid, signed with *ukibori kanji* in a rectangular reserve *Tadatoshi*.

3.8cm (1½in) wide.

£4,000 - 4,500

JPY580,000 - 650,000

US\$6,200 - 7,000

木彫根付 蛇 銘「忠利」 19世紀

Provenance: Labbé-Barbanson collection, purchased at Sotheby's, London, 20th February 1986, lot 34.

A similar study of a snake by Tadatoshi is illustrated by Victor Harris, *Netsuke, the Hull Grundy Collection in the British Museum*, British Museum Press, London, 1987, p.56, no.213.

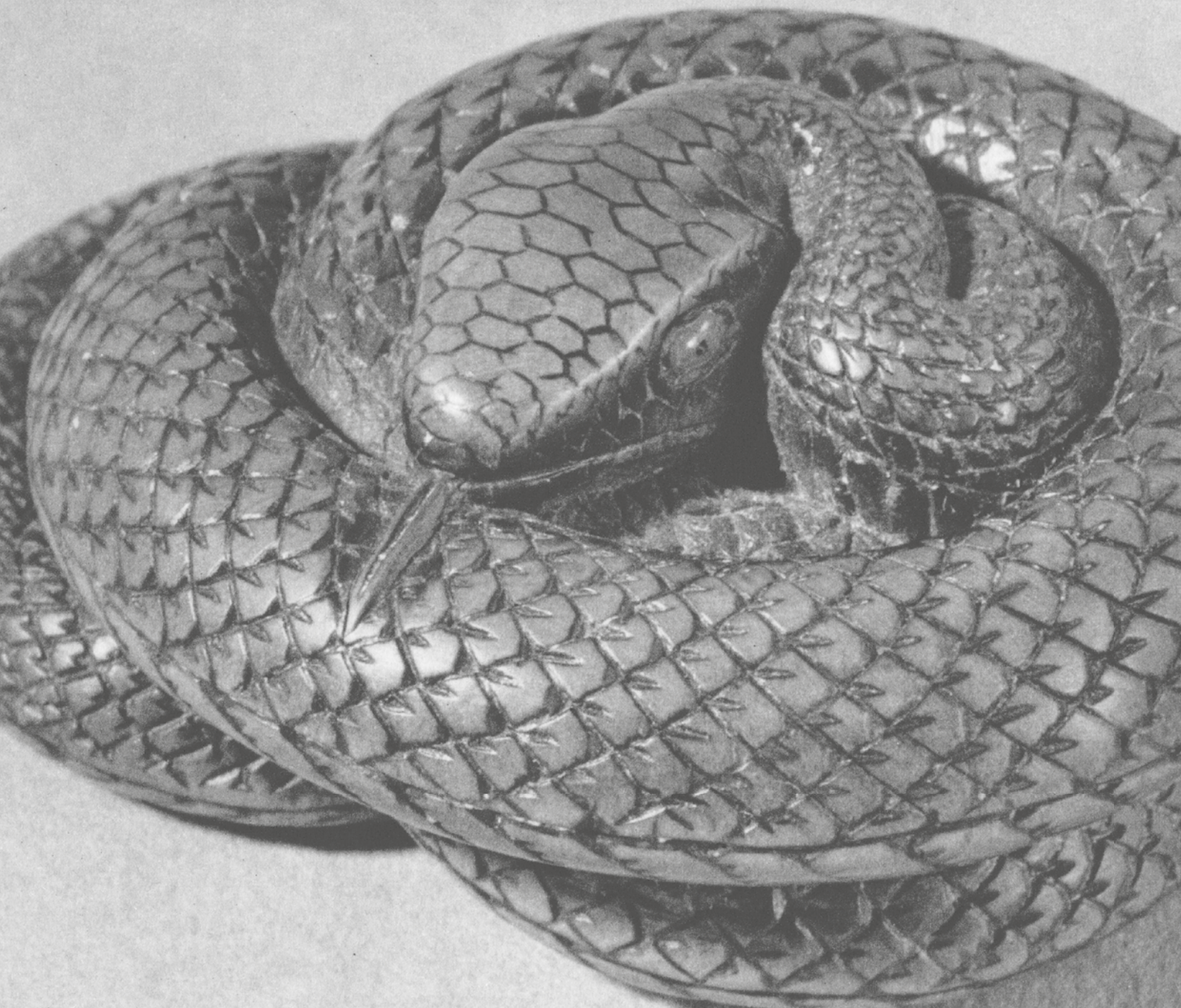
Hebi, the Snake

Although Japan has no large snakes, many of its legends and superstitions, almost always of Indian origin, deal with monstrous serpents. One finds, for example, the story of an enormous snake some eight hundred feet long which devoured elephants and mounted warriors and their armor. Another serpent of tremendous size reportedly lived on the Island of Shikoku and was called Ayakashi.

The snake (*hebi*) is often pictured with a frog and slug to illustrate the idea of a situation in which hostile parties are held in mutual check: a situation that the Japanese call Sansukumi. The snake preys upon the frog, just as the frog preys upon the slug. But the slug is repellent to the snake, and if it comes between the snake and the frog, all three are mutually deterred. At other times the snake is pictured entwined around a tortoise: a symbol related to the incarnations of Vishnu and representative of the creation of the world. The snake, in Asian mythology, symbolizes the north.

There is a Japanese superstition to the effect that the hair of a jealous woman can be transformed into serpents and that a jealous woman's obi can change into a snake and wind itself seven times around the body of a man. Similarly, the spirit of a jealous woman can assume the form of a phantom snake and pursue her husband or her lover no matter where he may go.

In Japanese art, there are all sorts of fantastic creatures with serpents' bodies and human heads, or creatures who have serpents' heads at the end of their tails. A popular superstition in Japan attributes curative powers, especially against tuberculosis, to sake in which a snake has been preserved.





11

A rare wood netsuke of a snake

By Toyokazu, Tanba, 19th century

Coiled in several loops with its head at the top and its tongue licking out, forming a compact composition in slightly-worn and well-toned wood, the eyes inlaid with pale translucent horn, signed in a rounded rectangular reserve *Toyokazu*.

4.5cm (1³/₄in) wide.

£4,000 - 4,500

JPY580,000 - 650,000

US\$6,200 - 7,000

木彫根付 蛇 銘「豊一」 19世紀

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.26-27, pl.5.

For another example by Toyokazu, see Frederick Meinertzhagen, *ibid.*, p.946. Another version by Naito Toyomasa is illustrated by Frederick Meinertzhagen, *ibid.*, p.950.



12 Y

An ivory netsuke of a snake

19th century

Coiled in several loose asymmetric loops, its head at the top, forming a compact openwork composition, the scales crisply carved in unstained ivory and the eye pupils inlaid, *unsigned*.

3.5cm (1 3/8in).

£1,000 - 1,500

JPY140,000 - 220,000

US\$1,500 - 2,300

象牙彫根付 蛇 無銘 19世紀

Provenance: Adrienne Barbanson collection.



13

An unusual wood netsuke of a grazing horse

By Tametaka, Nagoya, 18th century

Standing with its legs together, its head exaggeratedly twisted down to the right and its tail sweeping around the hind legs, forming a compact composition in slightly-worn and well-patinated wood, signed with *ukibori* characters beneath one hoof *Tametaka*.

5.7cm (2¼in).

£15,000 - 20,000

JPY2,200,000 - 2,900,000

US\$23,000 - 31,000

木彫根付 立馬 銘「為隆」 18世紀

Provenance: Adrienne Barbanson collection, purchased in Paris, 1951.

Published: Ducros Alain, *ibid.*, no.22.

Uma, the Horse

The traditional Japanese horse (*uma*) does not closely resemble those of European countries. He is of a smaller breed, shorter in height and strongly muscular; his neck is short and his mane ruffled; his coat is almost always black and very thick, even up to his nostrils. He is above all a beast of war, mounted by the *samurai*. (Commoners and religious persons rode oxen or mules.) He is one of the chief domestic animals, along with the chicken, the cormorant, and the silkworm. The horse of the Japanese zodiac is the symbol of valor and endurance.

There are a great number of Japanese stories in which horses have become famous. Legend credits the celebrated painter Kose no Kanaoka with having painted horses which came to life during the night and went to graze in nearby pastures. One day, according to an old tale, the Emperor Uda ordered Kanaoka to paint a horse on a wall of the temple near Kyoto called Ninna-ji. The story says that the painter did his work with such realism that the animal escaped from the temple every night to go foraging in the neighboring rice fields.

Quite naturally, these depredations aroused the anger of the peasants, but they had no way of knowing who the marauder might be. One night they concealed themselves near their ravaged fields to watch for the culprit. To their tremendous surprise, they saw that it was an unusually

beautiful horse and that for some reason – perhaps the strange silence with which it moved about – it appeared oddly unlike ordinary horses. The next day, when they visited the temple to report this news to the priests, the peasants were astonished to see mud on the feet of the horse in Kanaoka's painting. Convinced that it was the same animal who had been devastating their fields, they effaced the eyes of the painted horse. And from then on, the story affirms, the horse never again moved from the painting on the wall.

The horse was a favorite subject not only with the carvers of *netsuke* but also with Japanese graphic artists, and notably with Hokusai, who frequently portrays horses in his celebrated Manga sketchbooks. The sacred horse of the Shinto religion represents and embodiment of the concept of ritual purification and serves the purpose of hearing the confessions of worshippers. Out of the ancient custom of presenting live horses to the shrines there developed the *ema* or votive picture of a horse. These were painted on wood and served the common people as substitutes for the live horses that they could not afford to give. Many of the older shrines have valuable collections of such *ema*, a number of which were painted by master artists. The famed shrine at Miyajima has a superb collection of *ema*, which were published in 1832 in an illustrated catalogue entitled *Itsukushima Ema Kagami*.





14 Y

An ivory netsuke of a grazing horse

18th century

Of somewhat flattened form, standing with its head lowered to the right and its tail swishing around at the back, the rather worn ivory bearing a rich patina and the eye pupils inlaid, *unsigned*.

7.3cm (2 7/8in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

象牙彫根付 立馬 無銘 18世紀

Provenance: Adrienne Barbanson collection, purchased in Paris, 1954.

Published: Adrienne Barbanson, *ibid.*, pp.34-35, colour pl.9.

For a *netsuke* of a grazing horse carved in a similar manner, see Arlette Katchen, *ibid.*, vol.2, p.271, colour pl.K151.



15

A small boxwood netsuke of a recumbent horse

By Tanaka Minko (1735-1816), Tsu, late 18th/early 19th century

Lying with its body twisted slightly to the left and its mouth open, its legs drawn in for compactness and its tail sweeping forward over the left flank, the slightly-worn wood bears a good patina and the eyes are of brass with dark pupils, signed *Minko* with *kao*.

4.5cm (1¾in) wide.

£2,500 - 3,000

JPY360,000 - 430,000

US\$3,900 - 4,600

木彫根付 馬 銘「岷江（花押）」 18世紀後期/19世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.36-37, pl.10.

Christian Science Monitor Books, January, 1962.

Tanaka Minko produced a number of *netsuke* depicting recumbent horses, generally in boxwood, although a few were made from ebony.

The present example is a good example of the genre, with a finely-carved head and mane and the eyes typically inlaid with brass with inlaid dark pupils.

Another example, carved in boxwood, is illustrated by Raymond Bushell, *ibid.*, p.36, no.35. A very similar example in ebony is illustrated by Paul Moss, *Meetings with Remarkable Netsuke, 108 Masterpieces Selected from Private Collections*, Sydney L. Moss Ltd., London, 1996, no.17.



16

A wood netsuke of a monkey and child

By Kano Tomokazu, Gifu, early 19th century

The former seated, restraining its offspring who reaches across to grasp a bunch of loquats, the details finely rendered in the dark-stained wood and the eyes inlaid in pale translucent horn with dark pupils, signed in an oval reserve *Tomokazu*.

3.5cm (1 3/8in).

£4,500 - 5,000

JPY650,000 - 720,000

US\$7,000 - 7,700

木彫根付 親子猿 銘「友一」 19世紀前期

Provenance: Mrs Isobel Sharpe collection.

M. T. Hindson collection.

Martin S. Newstead collection, purchased at Sotheby's, London,

24th October 1984, lot 81.

Labbé-Barbanson collection.

Published: Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, Faber & Faber Ltd and Sotheby Parke Bernet Publications, London, 1974, p.231, no.712.

A very similar model by Tomokazu, with added inlays is illustrated by Marie-Thérèse Coullery and Martin S. Newstead, *The Baur Collection Geneva, Netsuke (Selected Pieces)*, Collections Baur, Geneva, 1977, p.335, no.C1038.

Saru, the Monkey

The only representative of the race of monkeys in Japan is the macaque or *Macaca speciosa*, whose Japanese name is *saru*. He is quite common in the islands of Shikoku and Kyushu and in some parts of Honshu. As for the long-armed monkey often pictured by the Japanese in their art, he does not exist at all.

It appears that in ancient days monkeys were quartered in the imperial stables to keep the horses on the alert. It is also said that these monkeys, at the approach of the new year, donned the garments of priests in order to render divine honours to their stablemates. This legend explains the presence, in some Japanese paintings, of monkeys garbed as priests, the most amusing example of which is found in the celebrated animal scroll of Toba Sojo. In remote times, one legend tells us, there lived a huge monkey who was venerated as a god and to whom, every year, a young girl from one of the noblest families was sacrificed. Among the countless folk tales about monkeys, one of the most widely known is that of the monkey and the jellyfish, of which a brief version follows.

Ryujin, the Dragon King of the Sea, one day fell gravely ill, and his doctor, the octopus - a wise and illustrious physician despaired of saving his sovereign's life, although he had tried all his medications. Still, one remedy remained: the liver of a live monkey. But how to obtain it was a problem. The octopus proposed sending up to earth the jellyfish, who in those legendary days went about on four feet and had its gelatinous body protected by a hard shell and a strong framework of bone.

The jellyfish departed from the depths of the sea and came to land on an island inhabited by monkeys. Soon he met a young monkey, and a conversation began. By telling the monkey all kinds of enchanting stories about life under the sea and the wonderful place of the Dragon King, the cunning jellyfish persuaded him to come along and see all these marvels. Having seated the monkey on top of his shell and travelled some distance from the shore, the jellyfish was satisfied that he had accomplished his mission.

But Master Monkey, perspicacious and very talkative by nature, discovered in the course of his voyage the true reason for the jellyfish's friendliness. Pretending great sadness, he said: "I should like nothing better than to oblige your king by supplying him with the remedy he needs, but you probably do not know that we monkeys each own five livers. The weight of these is so great that it prevents us from carrying them around with us. Because of this, I have left mine hanging on a tree. You should have let me know what your secret desire was, my friend, before we left the island. Now we shall have to go back so that I can find my livers."

The jellyfish, in his unbelievable credulity, swan back to the island, where it did not take long for the monkey to part company with him. Climbing a tree, he defied the jellyfish to come after him, and the unlucky jellyfish was forced to return empty-handed to the palace of the Dragon King. When Ryujin heard of the failure of his mission, he ordered that the jellyfish be deprived of all his feet and of all the bones in his body - and since that day the jellyfish has been only a shapeless gelatinous mass.





17

17 Y

An ivory netsuke of a monkey

After Kaigyokusai Masatsugu, Osaka, late 19th century
Seated, facing ahead as it scratches its right leg, one hand beneath its body and forming the *himotoshi*, the well-toned ivory is slightly worn and the eyes are of pale translucent horn with inlaid dark pupils, inscribed in a rectangular reserve *Kaigyoku*.

3.5cm (1 3/8in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

象牙彫根付 猿 銘「懷玉」 19世紀後期

Provenance: Adrienne Barbanson collection.

Published: *Connaissance des Arts*, no.140, October 1963, p.109.

For a very similar example, see Neil K. Davey, *ibid.*, p.52, no.122.

Kaigyokusai Masatsugu (1813-1892) lived in Osaka and produced a number of *netsuke* depicting monkeys. However, his work was copied in his own lifetime and beyond, and the present example was probably made by a close follower.



18

18 Y

An ivory netsuke of a seated monkey

By Okatomo, Kyoto, early 19th century
Seated, its body twisted slightly to the left as picks at a bug on its leg while holding a branch of peaches with its feet, one leg forming the *himotoshi*, the well-toned ivory is slightly worn and the eye pupils are inlaid, signed in a rectangular reserve *Okatomo*.

3.8cm (1 1/2in).

£2,500 - 3,000

JPY360,000 - 430,000

US\$3,900 - 4,600

象牙彫根付 猿 銘「岡友」 19世紀前期

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Published: Adrienne Barbanson, *ibid.*, pp.62-63, pl.23.

A very similar example is illustrated with a simple drawing by Frederick Meinertzhagen, *ibid.*, p.618, right column, top.



19

A wood netsuke of a monkey

By Kano Tomokazu, Gifu, early 19th century

Seated, chewing contentedly on a fruit while clutching a bunch of fruit and leaves to its chest, forming a compact composition in slightly-worn and well-toned wood, one bent leg forming the *himotoshi* and the eyes inlaid in pale translucent horn with inlaid pupils, signed in an oval reserve *Tomokazu*.

3.8cm (1½in).

£2,000 - 2,500

JPY290,000 - 360,000

US\$3,100 - 3,900

木彫根付 猿 銘「友一」 19世紀前期

Provenance: Labbé-Barbanson collection.

For very similar models by Tomokazu, see Marie Thérèse Collery and Martin S. Newstead, *ibid.*, p.333, no.C1034; and Rosemary Bandini, *Shishi and Other Netsuke, the Collection of Harriet Szechenyi*, London, 1999, p.91, no.128, sold in these rooms, 8th November 2011, lot 153.



20

A fine wood netsuke of three monkeys

By Naito Toyomasa (1773-1856), Tanba, early 19th century

Two of the monkeys wrestling together on the ground as they fight for possession of a peach while the third climbs over the top, trying to pull one of its companions away, the slightly-worn wood is typically stained for effect and the eyes are of pale translucent horn, signed in an oval reserve *Toyomasa*.

5.1cm (2in).

£30,000 - 35,000

JPY4,300,000 - 5,100,000

US\$46,000 - 54,000

木彫根付 三匹の猿 銘「豊昌」 19世紀前期

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, Paris, 16th October 1989, lot.117.

Published: *Netsuke Kenkyukai Study Journal*, vol.9, no.4, pp.47-48, no.117.

The monkey was a favoured subject of Naito Toyomasa, who produced several *netsuke* of single monkeys and a few depicting two or three. Compare the example from the Harriet Szechenyi collection, illustrated by Rosemary Bandini, *ibid.*, p.88, no.125, and sold in these rooms, 8th November 2011, lot 155.



21

21

A wood netsuke of a cockerel

By Hara Shugetsu II, 19th century

Perched on the side of an overturned wooden mortar, its tail trailing as it looks around to the left with an alert expression, the well-toned wood slightly worn and the eyes inlaid with pale and dark horn, signed Hara Shugetsu.

5.1cm (2in).

£1,000 - 1,500

JPY140,000 - 220,000

US\$1,500 - 2,300

木彫根付 鶏と臼 銘「原舟月」 19世紀

Provenance: Labbé-Barbanson collection.



22

22 Y

A wood netsuke of a recumbent boar

Late 18th century

Lying with its head lowered and facing ahead, its ears pressed back and its legs drawn in for compactness, the eyes are inlaid with horn and the tusks are of ivory, the slightly-worn wood bears a good patina, *unsigned*.

4.8cm (1 7/8in) wide.

£1,500 - 2,000

JPY220,000 - 290,000

US\$2,300 - 3,100

木彫根付 猪 無銘 18世紀後期

Provenance: Adrienne Barbanson collection.



23

23 Y

An ivory netsuke of a running wild boar

Style of Okatomo, Kyoto,

late 18th/early 19th century

Running full pelt as it tries to escape hunters or other predators, its fore legs drawn and its hind legs outstretched, the slightly-worn ivory bears a good colour and the eye pupils are inlaid, *unsigned*.

4.5cm (1 3/4in) wide.

£2,500 - 3,000

JPY360,000 - 430,000

US\$3,900 - 4,600

象牙彫根付 猪 無銘 (岡友式)

18世紀後期/19世紀前期

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, Paris, 10th December 1990, lot 274.

An example by Okatomo of Kyoto is illustrated by Frederick Meinertzhagen, *ibid.*, p.618.



24

24 Y

An ivory netsuke of a wild boar

By Kunitomo, Kyoto, 18th century

Lying asleep on a bed of leaves and grasses which rise up over its body, forming a compact composition in rather worn and well-patinated ivory, signed in a rectangular reserve *Kunitomo*.

6cm (2 3/8in) wide.

£1,200 - 1,500

JPY170,000 - 220,000

US\$1,900 - 2,300

象牙彫根付 猪 銘「邦友」 18世紀

Provenance: Adrienne Barbanson collection.



25



25 Y

An ivory netsuke of a running boar

Style of Okatomo, Kyoto, late 18th/early 19th century

The boar galloping full tilt, facing ahead with open mouth, its ears drawn back and fore legs folded in, forming a compact composition in slightly-worn and well-patinated ivory, the eye pupils inlaid, *unsigned*.

5.4cm (2 1/8in) wide.

£4,000 - 5,000

JPY580,000 - 720,000

US\$6,200 - 7,700

象牙彫根付 猪 無銘（岡友式） 18世紀後期/19世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, p.20.

For a somewhat similar model, see Arlette Katchen, *ibid.*, vol.2, p.281, colour pl.K5. Another, signed *Okatomo*, is illustrated by Frederick Meinertzhagen, *ibid.*, p.618.

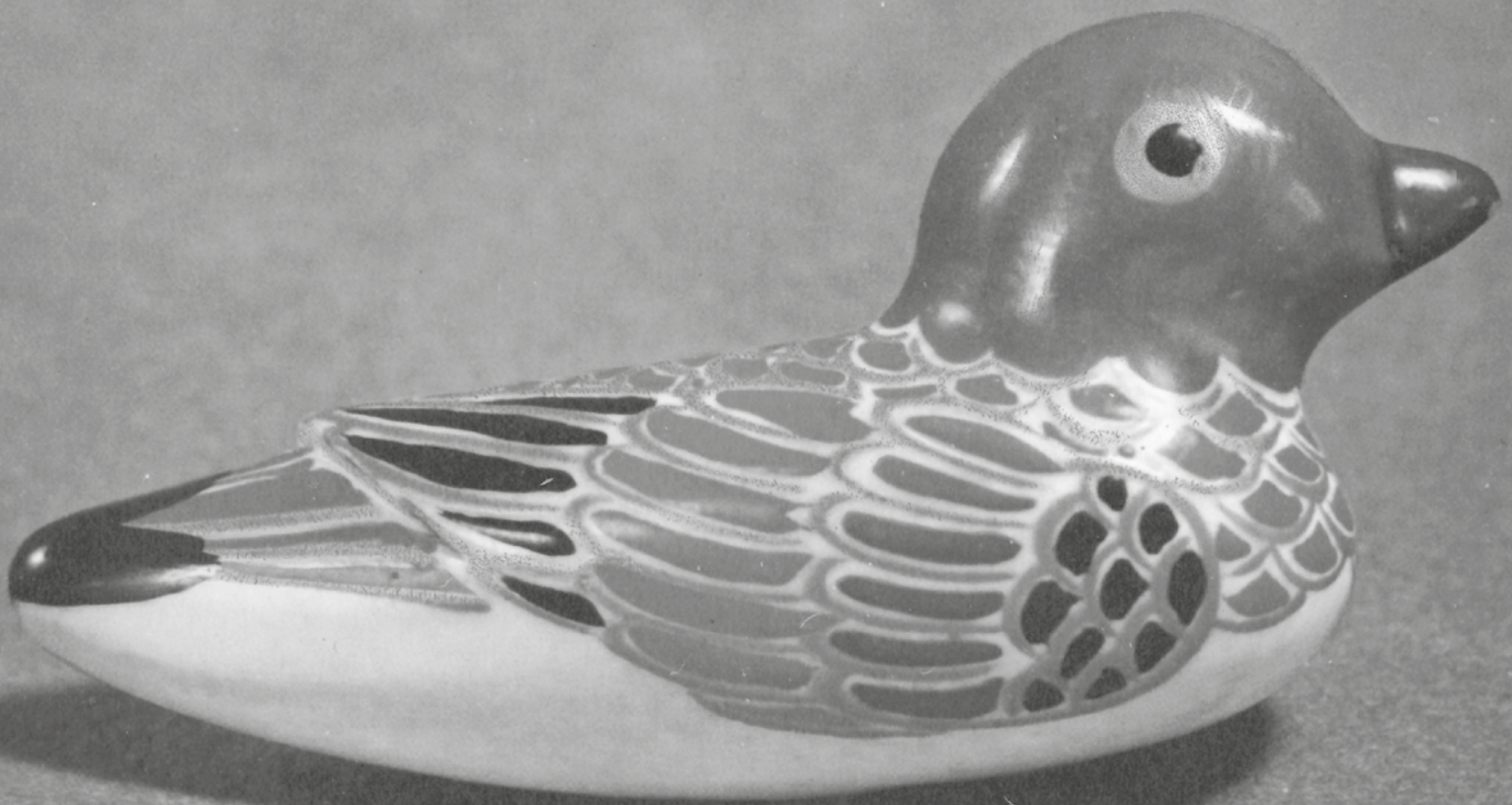
***Oshidori*, the Mandarin Duck**

In Japan the mandarin duck, known as *oshidori*, is the emblem of perfect happiness and conjugal fidelity. The male and the female, once mated, never separate. Their admirable devotion is the theme of a touching Japanese legend.

One day a poverty-stricken peasant named Sonjo came upon a pair of mandarin ducks swimming in the river that flows through Akanuma. In his great hunger, Sonjo killed the male duck, carried it home with him, and made a meal of it. That night, Sonjo had a dream in which a superbly beautiful young woman appeared to him and instructed him to return to the bank of the river in Akanuma, where he would witness an interesting sight.

When Sonjo awoke, he could not forget his remarkable dream, and finally his curiosity led him back to the river in Akanuma. There he saw the unhappy female duck swimming alone near the shore. When her eyes fell upon him and she recognized the man who had killed her mate, she swam to the edge of the water. Suddenly, with her sharp bill, she tore open her breast. Several moments later she was dead.

Sonjo understood perfectly the enormity of his crime. Overcome with remorse, he turned away. Soon after that, he shaved his head and became a priest.





26



27



28



Birds

26 Y

A lacquered ivory netsuke of a duck

By Ryugyoku, late 19th/early 20th century

Of simplified form, shown swimming, facing ahead, its plumage depicted in gold, red, black and green lacquer, signed *Ryugyoku*.

5.1cm (2in) wide.

£500 - 600

JPY72,000 - 87,000

US\$770 - 930

蒔絵象牙彫根付 鴛 銘「柳玉」

19世紀後期/20世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.48-49, colour pl.16.

27

A lacquered wood netsuke of a gull

By Koma Kansai, 19th century

Of simplified form, the bird resting on water with its head turned to the right and its wings folded in, lacquered in *shibuichi-nuri*, the beak of gold lacquer, signed *Kansai*.

4.2cm (1 5/8in) wide.

£800 - 1,000

JPY120,000 - 140,000

US\$1,200 - 1,500

蒔絵根付 鷗 銘「寛哉」 19世紀

Provenance: Adrienne Barbanson collection.

The work can be attributed to Koma Kansai II (1767-1835).

28

A wood netsuke of the fukura suzume ('Tongue-cut Sparrow')

By Hide, 19th century

The chubby bird carved in a simplified manner, looking up to the left with a worried expression as the diminutive wicked old woman sits on its back, holding a large pair of scissors, the slightly-worn wood bears a good patina and the bird's eyes are inlaid, signed *Hide*.

4.2cm (1 5/8in) wide.

£1,500 - 2,000

JPY220,000 - 290,000

US\$2,300 - 3,100

木彫根付 舌切雀 銘「秀」 19世紀

Provenance: Adrienne Barbanson collection.

It has been suggested that the *go* (art name) *Hide* is an abbreviation of a longer name and may be intended for Hidemasa of Osaka. For a study of a sparrow in similar style, see Neil K. Davey, *ibid.*, p.21, no.21.



29

29 Y

An ivory netsuke of a formalised sparrow

By Shoyusai, Kyoto, early 19th century

The squat chubby bird resting, facing ahead, its stubby wings spread, its short tail erect, its feet carved in relief beneath and its eyes inlaid with tinted horn, signed *Shoyusai*.

4.2cm (1 5/8in) wide.

£1,200 - 1,500

JPY170,000 - 220,000

US\$1,900 - 2,300

象牙彫根付 福良雀 銘「正友齋」 19世紀前期

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Published: Adrienne Barbanson, *ibid.*, pp.60-61, pl.22.

Connaissance des Arts, no.140, October 1963, p.108.

Christian Science Monitor Books, September, 1961.

The maker appears to be unrecorded, save for an ivory *netsuke* of a recumbent puppy from the J. A. Fairley collection and a wood *netsuke* of a snail and mushroom, sold at Glendining & Co. Ltd., London in January 1955, both mentioned and illustrated by Frederick Meinertzhagen, *ibid.*, p.758.



30

30 Y

An ivory netsuke of quail on millet

After Okatomo, Kyoto, 19th century

The two quail standing side by side, facing in opposite directions, on two large heads of millet and leaves, one of which trails beneath to form the *himotoshi*, the ivory is lightly stained and the eyes are inlaid, inscribed *Okatomo*.

4.2cm (1 5/8in).

£800 - 1,000

JPY120,000 - 140,000

US\$1,200 - 1,500

象牙彫根付 粟に鶉 銘「岡友」 19世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

A very similar example by Okatomo is illustrated by Raymond Bushell (adaptor), *The Netsuke Handbook of Ueda Reikichi*, Tuttle, Rutland and Tokyo, 1961, p.194, no.206.



31



32



33

Fish

31 Y

An ivory netsuke of a fugu (blow-fish)

By Bashusai Keiun, (1912-1987), Kyoto and Uji, 20th century

Carved in unstained ivory, facing ahead and its body distended to ward off predators, its back stippled and etched in *sumi* to simulate the skin and the eyes inlaid, signed *Keiun*.

5.7cm (2 1/4in) wide.

£800 - 900

JPY120,000 - 130,000

US\$1,200 - 1,400

象牙彫根付 河豚 銘「桂雲」 20世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Bashusai Keiun (the art name of Minosuke Omura) was born in Kyoto and moved to Uji. He was said to have been influenced by Kaigyokusai Masatsugu, although his work did not bear this out. He worked invariably in ivory and, although much of his work was repetitive, he produced some original models, such as the present example.

32 Y

An ivory netsuke of a cat on a desiccated fish

Late 18th/early 19th century

The small piebald cat wearing a knotted collar, seated at the side of the long dried fish and gnawing at the skin which is draped over the bones, the slightly-worn ivory is of a good colour, *unsigned*.

10.2cm (4in) wide.

£800 - 1,000

JPY120,000 - 140,000

US\$1,200 - 1,500

象牙彫根付 干物に猫 無銘

18世紀後期/19世紀前期

Provenance: Adrienne Barbanson collection.

33 Y

An ivory netsuke of several edible fish

By Moritoshi, late 19th century

A large dead flat-fish resting with three smaller fish draped over its body and two others beneath, forming a still-life composition of somewhat flattened form in lightly-stained ivory, signed *Moritoshi*.

7.3cm (2 7/8in) wide.

£1,500 - 2,000

JPY220,000 - 290,000

US\$2,300 - 3,100

象牙彫根付 魚六匹 銘「盛利」

19世紀後期

Provenance: Adrienne Barbanson collection.

Published: *Connaissance des Arts*, no.140, October 1963, p.108.

This is probably the *netsuke* sold at Sotheby's, London, 1957, cited by Frederick Meinertzhagen, *ibid.*, p.581 (unillustrated).

Although Meinertzhagen felt that the *netsuke* was datable to around 1820-1840, the work appears to be somewhat later and was probably produced during the early Meiji Period.



34



35



34 Y

An ivory netsuke of a himono (desiccated fish)

Early 19th century

Lying on its side, its mouth wide open and its skin, carved with neat scales adhering to its bones, the ivory is slightly worn and bears a good patina, *unsigned*.

9.2cm (3 5/8in) wide.

£600 - 700

JPY87,000 - 100,000

US\$930 - 1,100

象牙彫根付 干物 無銘 19世紀前期

Provenance: Adrienne Barbanson collection.

For a very similar study, see Frederick Meinertzhagen, *The Art of the Netsuke Carver*, Routledge and Kegan Paul, London, 1956, no.131, also illustrated in *The Meinertzhagen Card Index*, pl.IV.

35 Y

An ivory netsuke of a fish and flower

By Hokyoku, Edo/Tokyo, 19th century

The dead fish resting on the long curling leaves of an iris, its large bloom opening to one side, the ivory is lightly stained and the fish's eyes are inlaid, signed *Hokyoku*.

5.4cm (2 1/8in) wide.

£1,500 - 2,000

JPY220,000 - 290,000

US\$2,300 - 3,100

象牙彫根付 魚に菖蒲 銘「法玉」 19世紀

Provenance: Adrienne Barbanson collection.



36

Other Animals

36

A small wood netsuke of a toad

By Yukinao, Ise, 19th century

Seated, facing ahead, on a discarded *waraji* (straw sandal), intentionally broken to one side and its rope thong forming the *himotoshi*, the wood is lightly stained and the toad's eyes are inlaid, signed *Yukinao*.

3.8cm (1½in) wide.

£800 - 1,000

JPY120,000 - 140,000

US\$1,200 - 1,500

木彫根付 草鞋に蛙 銘「行直」 19世紀

Provenance: Adrienne Barbanson collection.

The maker, whose work is shown on the present example, was a contemporary of one of the later Masanao Family of Ise, but appears to be unrecorded.



37

37

A wood netsuke of a tree-frog on a lotus-seed pod

By Matsuda Sukenaga (1810-1871), Takayama, Hida Province, 19th century

The frog climbing over the large pod, looking out for danger with an alert expression, its hind legs poised to leap and the lotus stalk trailing forward over the pod which has several loose seeds inserted beneath, signed in a sunken rectangular reserve *Sukenaga*.

4.2cm (1 5/8in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 蛙 銘「亮長」 19世紀

Provenance: Adrienne Barbanson collection.

Published: Alain Ducros, *ibid.*, no.111.



38

A rare lacquered netsuke of a recumbent deer

By the Kajikawa Family, 19th century

Of compact form, the deer lying with its head tucked into its chest, its antlers pressed back and its legs drawn in, forming a compact composition, lacquered in gold and pale brown with slight black details, signed *Kajikawa saku* with red pot seal *Ei*.

4.5cm (1¾in) wide.

£2,500 - 3,000

JPY360,000 - 430,000

US\$3,900 - 4,600

蒔絵根付 鹿 銘「梶川作 英（壺印）」 19世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Published and illustrated: Mary Louise O'Brien, *Netsuke, A Guide For Collectors*, Charles E. Tuttle Co., Inc., Rutland, Vermont and Tokyo, 1965, colour pl.133.

A very similar example of larger size, from the Ueda Reikichi and Charles A. Greenfield collections, is illustrated by Reikichi Ueda, *Netsuke for Taste (Shumi no Netsuke)*, Netsuke Kenkyukai, Osaka, 1934, reproduced by Frederick Meinertzhagen, *ibid.*, p.305 and was exhibited at the Shinjuku Department Store, Tokyo and Umeda Hankyu Department Store, Osaka in 1981.



39 Y

A rare ivory netsuke of a hatching turtle

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century

The baby turtle emerging from its egg, using its forelegs to lever itself out from the broken shell, the ivory lightly stained and the eye pupils inlaid, signed *Mitsuhiro* with seal *Ohara*.

4.2cm (1 5/8in) wide.

£6,000 - 7,000

JPY870,000 - 1,000,000

US\$9,300 - 11,000

象牙彫根付 亀の卵 銘「光廣」「大原（方印）」 19世紀

Provenance: Adrienne Barbanson collection, purchased in Paris, 1959.

Baby turtles hatching from their eggs is a phenomenon which occurs in warm climates around the world. Although Mitsuhiro produced a number of *netsuke* of turtles, the present example appears to be the only recorded *netsuke* depicting the hatching.



40



41



42

Plants and Insects

40

A small wood netsuke of nuts

By Bazan, Nagoya, 19th century

Comprising numerous nuts of different varieties, including ginkgo, chestnut, acorn, hazelnut and others, forming a well-detailed and compact composition, the wood slightly worn and of a good colour, signed *Bazan*.

3.2cm (1 1/4in).

£1,000 - 1,200

JPY140,000 - 170,000

US\$1,500 - 1,900

木彫根付 木の實 銘「馬山」 19世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Bazan, who may be identical with Hokutei, is believed to have lived in Nagoya in the 19th century. His work is relatively uncommon. He invariably worked in wood and made *netsuke* of figures, animals, fruit and vegetables, all signed with small characters in a somewhat cursive form.

41

A wood netsuke of ants and centipede on driftwood

19th century

The rustic section of wood of irregular form, black-lacquered with a procession of eight ants and a centipede, the wood bearing a good patina, *unsigned*.

4.2cm (1 5/8in) wide.

£600 - 700

JPY87,000 - 100,000

US\$930 - 1,100

木彫根付 枯木に蟻と百足 無銘 19世紀

Provenance: Adrienne Barbanson collection. Purchased from Felix Tikotin, Switzerland.

42

A wood netsuke of a chestnut

By Morita Soko (1879-1942), Tokyo, 20th century

Naturalistically carved, the roughened end contrasting with the smooth polished surface of the skin, and stained for effect, signed *Soko to*.

3.5cm (1 3/8in) wide.

£2,000 - 2,500

JPY290,000 - 360,000

US\$3,100 - 3,900

木彫根付 栗 銘「藻己刀」 20世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Morita Soko, among others of the so-called 'So' School, made a number of *netsuke* of plants and nuts, each carved and stained for realistic effect. For similar examples by him, see *So School Netsuke*, Sagemonoya, Tokyo, 1998, p.24, nos.62-64. Another example carved by Soko is illustrated with a drawing by Frederick Meinertzhagen, *ibid.*, p.806.



Mythological Creatures

43

A fine wood netsuke of a kirin

Kyoto, late 18th century

Seated on its haunches, its long neck twisted and its head raised as it bays to heaven, its single horn and ears drawn back over its neck to join its long erect tail, while flames lick up the sides of its scaly body, the slightly-worn wood bears a fine patina and the eye pupils are inlaid, *unsigned*.

10.1cm (4in).

£10,000 - 15,000

JPY1,400,000 - 2,200,000

US\$15,000 - 23,000

木彫根付 麒麟 無銘 18世紀後期

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, 25th May 1987, lot 108.

Two smaller versions of the subject, evidently by the same anonymous maker, have been recorded. One from the M. T. Hindson collection, is illustrated by Neil K. Davey, *ibid.*, p.387, no.1160, and was subsequently sold in these rooms, Fine Japanese Art, 10th November 2011, lot 64. The other is illustrated by Barbra Teri Okada and Mary Gardner Neill, *ibid.*, p.40, no.2.

Kappa, the Water Goblin

The *Kappa* is an amphibious monster who is said to live chiefly in the rivers of the island of Kyushu. This legendary being, in his classic aspect, has the body of a tortoise, the extremities of a frog, and the head of a monkey, with a short but very strong beak in place of a mouth. On top of his head is a shallow cavity like a small saucer or basin; this is filled with liquid from which he draws his entire strength. The *kappa* can attack human beings, drawing them into the water and drowning them in order to feed himself on their entrails. He is fond of children and especially of young women, whom he abuses before eating them.

There is, however, a very simple method of frustrating his attacks. This is to be extremely polite to him when one has the bad luck to meet him, and to bow quite low in greeting him. The *kappa*, despite his ferocity, is well brought up, and he will return one's bow with an equally deep one, whereupon the liquid in the depression on top of his head will spill out on the ground – and with it his strength will vanish. It is then that one is able to capture him.

Near Matsue, in Izumo on the Sea of Japan, is a village named Kawachi-mura. There, on the bank of the Kawachi River, is a small temple in which is preserved a document ostensibly signed by a *kappa*. The story goes that in former times a *kappa* who lived in the river killed a great many people and even attacked cattle and horses which came there to drink. One day a horse entered the water to quench his thirst and was set upon by the monster. The *kappa* was seriously injured in the struggle that took place, but he would not let go of the horse. Finally the terrified horse dragged him out of the water and across the fields to the middle of Kawachi-mura. There the excited villagers seized the *kappa* and tied him up with the intention of killing him. But he pleaded so vigorously for his life that the people decided on a less extreme form of punishment. In order to save himself, he was forced to sign an agreement in which he promised never again to molest man, women, child or beast belonging to Kawachi-mura. It is this document that is preserved in the temple near the river, and the villagers affirm that the *kappa*, up till now, has kept his promise.





44

44 Y

A rare ivory netsuke of two kappa

By Ikkosai Toun, Edo, 19th century

The two mythical creatures seated, playfully fighting, one turning aside as the other grabs its arm, their legs folded beneath and a large shellfish clutched between their feet, forming a compact composition, the ivory is lightly stained for effect and the eyes are inlaid with dark horn, signed *Ikkosai*.

4.2cm (1 5/8in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

象牙彫根付 河童 銘「一光齋」 19世紀

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.98-99, pl.41.
Connaissance des Arts, no.140, October 1963, p.105.



45

45 Y

An ivory netsuke of a kappa on a clam

By Rensai, late 19th century

The *kappa* sprawling on the large clam, pulling itself forward with its hands as it tries to extricate its left webbed foot which is caught in the shell's jaws, the ivory lightly stained, signed *Rensai*.

3.8cm (1 1/2in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

象牙彫根付 蛤に河童 銘「蓮哉」 19世紀後期

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

The maker is not Ishikawa Rensai of Asakusa, Tokyo but another maker, using a different *kanji* for the second syllable of his name.

For a very similar example in stag antler, signed *Rensai* with the same *kanji* of *sai*, see Raymond Bushell (adaptor), *ibid.*, p.88, fig.78; also illustrated by Hollis Goodall with contributors, *ibid.*, p.211, no.252.

***Baku*, the Dream-eater**

Among the fabulous animals of Japanese legendry, one of the most mysterious is the *baku*. A mythical creature who feeds upon the bad dreams of human beings, the *baku* is portrayed with the head of a hairy elephant showing a trunk and two tusks; the ears of an ox; and the body of a lion with four claws on each foot. His tail is also that of an ox, and his skin is marked with large spots. Sparks of fire sometimes dart from his joints, and some people have even reported seeing a *baku* that could speak like a man. He is frequently seen mounted by a scholar or sage reading a scroll.

The *baku* is prominently portrayed among the decorations of the celebrated Toshogu Shrine at Nikko, a fact that suggests his possession, in ancient times, of other magic powers that are no longer attributed to him by a more sceptical and unbelieving generation. Nevertheless, the Chinese character for *baku* is even today sometimes inscribed on pillows to induce sleep.





46 Y

A rare ivory netsuke of Roshi and a baku

Early 19th century

The old Chinese worthy seated, reading a calligraphic scroll, on the neck of the *baku* which sits with its head lowered and its trunk curling to one side over the left hind leg, its curly tail rising at the back, the slightly-worn ivory is stained and the *baku's* eyes are inlaid, *unsigned*.

6cm (2 3/8in).

£4,000 - 5,000

JPY580,000 - 720,000

US\$6,200 - 7,700

象牙彫根付 老子に模 無銘 19世紀前期

Provenance: Adrienne Barbanson collection.

Published: Adrienne Barbanson, *ibid.*, pp.30-31, pl.7.

A very similar example is illustrated by Joe Earle, *Netsuke: Fantasy and Reality in Japanese Miniature Sculpture*, Museum of Fine Arts, Boston, 2001, p.49, no.13, where the creature is described as an elephant.

Roshi (the Chinese philosopher Lao Tzu) was the founder of Daoism and is more usually shown riding on a water buffalo.



47



48

47

A wood gigaku mask netsuke of a tengu

By Kano Tessai (1845-1925), Gifu, late 19th/early 20th century
Carved from light wood, painted with dark colours and with gilt eyes, bearing a fearsome expression, signed on the bar cord attachment *Tessai to with kao.*

4.2cm (1 5/8in).

£500 - 550

JPY72,000 - 80,000

US\$770 - 850

木彫面根付 伎楽天狗面 銘「鉄哉刀（花押）」
19世紀後期/20世紀前期

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Kano Tessai was an innovative sculptor and a prolific maker of *netsuke*, as well as *kiseruzutsu*, mostly in cypress wood, although he also used pine and boxwood. Many of his mask *netsuke* were faithful copies of the thirty-one Gigaku masks held in the Shoso-in depository in Nara, some dating from the Kamakura Period (1185-1333).

For masks of a similar type, by Tessai and his school, see the *Exhibition Catalogue, Eccentrics in Netsuke*, Sydney L. Moss Ltd., London, 1982, pp.166-169.

48

A wood netsuke of a mermaid

By Tadatoshi (circa 1770-1840), Nagoya, 19th century
She reclines, curled to the left as she holds her tail around her body and her long hair trailing down her back, forming a compact composition in stained wood which bears a good patina, signed with *ukibori kanji* in a rectangular reserve *Tadatoshi.*

4.2cm (1 5/8in) wide.

£4,500 - 5,000

JPY650,000 - 720,000

US\$7,000 - 7,700

木彫根付 人魚 銘「忠利」 19世紀

Provenance: Adrienne Barbanson collection, purchased at Paris, 24th June 1959.

A fine example of a model of which Tadatoshi made several. For very similar examples, see Marie-Thérèse Coullery and Martin S. Newstead, *ibid.*, p.115, no.C224; and Arlette Katchen, *ibid.*, vol.2, p.65, colour pl.K737. Another, from the Harriet Szechenyi collection, is illustrated by Rosemary Bandini, *ibid.*, no.52, and was sold in these rooms, 8th November 2011, lot 67.



Ghosts

49 Y

An ivory netsuke of a female ghost

Late 19th century

The emaciated figure, with bowed head and her eyes closed, rising on a vaporous cloud with her hands folded over her wrists, her long loose robe engraved with irregular panels of formal waves with inlaid details, *unsigned*.

9.2cm (3 5/8in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

象牙彫根付 女幽霊 無銘 19世紀後期

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, Paris.



50

50
A netsuke of an octopus ghost and monkey

Tsu, late 18th/early 19th century

The octopus wearing a short coat, standing on six of its tentacles and rearing up over the small terrified monkey which turns to scream up at his assailant, the slightly-worn wood bearing a good patina, inscribed *Minko* with seal.

6.4cm (2½in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 妖怪蛸と猿 銘「珎古」 18世紀後期/19世紀前期

Provenance: W. L. Behrens collection, no.407.

Labbé-Barbanson collection, purchased at Hotel Drouot, Paris, 1989.

Published: V. F. Weber, *Ko-ji Ho-ten, A Dictionary for Fanciers and Collectors of Japanese and Chinese Objects* [Ko-ji Ho-ten, Dictionnaire à l'usage des Amateurs et Collectionneurs d'objets d'art Japonais et Chinois], Paris, 1923, vol.2, pl.45, no.2.

Netsuke Kenkyukai Study Journal, vol.9, no.4, p.47, no.113.

The *kanji* of the signature is not that of Tanaka Minko and is possibly that of a student or close follower.

For a smaller version of the subject by Tanaka Minko, see the *Exhibition Catalogue, Japanese Netsuke from the Carré Collection*, Eskenazi Ltd., London, 1993, no.172. Another similar model by Miwa is illustrated by Marie-Thérèse Coullery and Martin S. Newstead, *ibid.*, p.303, no.C916.



51

51
A boxwood netsuke of the ghost of Oiwa

By Yasufusa, 20th century

The spirit of the disfigured woman with hunched back, rising from flames and crying out as she holds a baby, wrapped in a cloth, to her emaciated chest, her loose robe engraved with scattered scrolling foliage,

signed *Yasufusa*.

7.9cm (3 1/8in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 お岩 銘「保房」 20世紀

Provenance: Labbé-Barbanson collection.

Oiwa is one of the principal characters in *Yotsuya Kaidan*, a *kabuki* mega-hit by Tsuruya Nanboku first performed in 1825. Oiwa, tricked into applying a poisoned face cream, becomes hideously disfigured and is accidentally killed by a brothel-owner sent by her husband Iemon. From beyond the grave she hounds her baby, her husband's lover, and her family to death, finally putting an end to her husband in a terrifying climactic ghost scene. For a striking printed parallel to this *netsuke*, see *Nagori no hana Yotsuya kaidan*, an illustrated digest of the play published in 1826, reproduced by Satoko Shimazaki, 'The End of the 'World', Tsuruya Nanboku IV's Female Ghosts and Late-Tokugawa Kabuki', *Monumenta Nipponica*, 2011, 66/2, pp.209-246.



52

52 Y

A late ivory netsuke of a female ghost

By Hojoin, late 19th/early 20th century

Rising amid flames and leaning over a stippled gravestone with inscriptions on three sides, one of which reads *Sosen no haka* (grave of my ancestors) on the front, two falling *itatoba* (wooden grave tablet) leaning at the back, signed in an oval reserve *Hojoin*.

4.8cm (1 7/8in).

£2,000 - 2,500

JPY290,000 - 360,000

US\$3,100 - 3,900

象牙彫根付 墓石と女幽霊 銘「宝上院」 19世紀後期/20世紀前期

Provenance: Labbé-Barbanson collection, purchased at Sotheby's, London, 24th October, 1984, lot 124.

The two inscriptions on the *itatoba* (wooden grave tablet) transcribe and read: 無縁のおばけ, *Muen no obake* (a lonely ghost without a human family tie) and 信遠信女, *Shin'en Shinnyo*, (Female Believer, Shin'en) respectively. The latter is probably intended for a *kaimyo* (a posthumous name given to the deceased in Buddhism).



53

53

A wood netsuke of the ghost of an ubume

By Masatoshi, 19th century

The slender apparition cradling a child in her arms and rising from a cloud, which rises in wisps over her long billowing robe, an inscribed grave post at her back, the dark stained wood is slightly worn, signed *Seshu Masatoshi* with *kao*.

8.2cm (3 1/4in).

£5,000 - 6,000

JPY720,000 - 870,000

US\$7,700 - 9,300

木彫根付 産女 銘「施主正利（花押）」 19世紀

Provenance: Labbé-Barbanson collection.

For another version of the ghosts of *ubume*, see Marie-Thérèse Coullery and Martin S. Newstead, *ibid.*, p.177, no.C424.

Ubume are the ghosts of women who have died in childbirth and cannot find peace. They appear to passers-by, begging them to take their child, and then disappear.

The word *Seshu* translates as: chief mourner (or donor).



54



55



56



Other Figure Subjects

54

A wood netsuke of Ro Chishin

19th century

Standing in a defiant attitude, bearing a fierce expression and wielding a large studded club, his belted robe boldly carved with peonies and foliage, the slightly-worn wood bears a good patina and the eye pupils are inlaid, *unsigned*. 6cm (2 3/8in).

£700 - 800

JPY100,000 - 120,000

US\$1,100 - 1,200

木彫根付 魯智深 無銘 19世紀

Provenance: Labbé-Barbanson collection.

Ro Chishin (in Chinese, Lu Zhishen), originally named Ro Tatsu (Lu Da), is one of the heroes of the *Suikoden* (*Shuihuzhuan*), a long Chinese tale in many episodes about 108 brigands who live in an impregnable hideout at Liangshan Marsh, combating injustice in accordance with their own moral code. Between 1805 and 1838 a Japanese novel on the theme with illustrations by Hokusai became hugely

popular, and the single-sheet versions by Kuniyoshi, published from about 1827 to 1830, established his reputation as supreme master of the warrior print. This *netsuke* is thus a rare instance of a carving that was undoubtedly produced in response to the commercial success of the print version, a prototype of the character goods sold in Japan today in association with anime and manga.

55

A wood netsuke of Ono no Komachi

By Sanraku, 19th century

The poetess shown in old age, she walks barefooted, with the aid of a gnarled cane, holding an *oni* mask with one hand, her bent body with long hair flowing down her back, her few remaining teeth are inlaid and the wood is of a good colour, signed *Sanraku*. 5.1cm (2in).

£700 - 800

JPY100,000 - 120,000

US\$1,100 - 1,200

木彫根付 小野小町 銘「三楽」 19世紀

Provenance: Labbé-Barbanson collection, purchased at Hotel Drouot, 7th March 1989, lot 175.

56 Y

A wood netsuke of a coral fisherman

After Kano Tomokazu, 19th century
Seated, wearing a straw skirt and with feet together, smiling as he looks up to the left while holding a branch of natural coral with both hands, the dark wood bearing a fine patina and the eye pupils inlaid, inscribed in an oval reserve *Tomokazu*. 3.5cm (1 3/8in).

£1,000 - 1,500

JPY140,000 - 220,000

US\$1,500 - 2,300

木彫根付 珊瑚漁師 銘「友一」 19世紀

Provenance: Adrienne Barbanson collection.



57

57

A wood netsuke of a cooper

By Morita Soko (1879-1942), Tokyo, 20th century

The emaciated figure seated inside a large section of bamboo, the inside of which he is chiselling out, two smaller bamboo stems with leaves carved on the exterior and forming the *himotoshi*, the wood is dark stained and bears a good patina, signed *Soko to*.

3.5cm (1 3/8in) wide.

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 桶屋 銘「藻己刀」 20世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.



58



58

A wood netsuke of Kintoki

By Ouchi Sosui, Tokyo (1911-1972), 20th century

Looking to the left while seated astride a bear which walks with its head lowered, the boy hero holding a cloth around its neck as a rein with one hand and a large axe with the other, the wood typically stained, signed in a polished oval reserve *Sosui*.

3.8cm (1 1/2in).

£3,000 - 3,500

JPY430,000 - 510,000

US\$4,600 - 5,400

木彫根付 金時 銘「藻水」 20世紀

Provenance: Adrienne Barbanson collection, purchased in Kyoto, 1956.

Published: Adrienne Barbanson, *ibid.*, pp.78-79, pl.31.

Herald Tribune Books, 15 October 1961.

Kintaro (also known as Kintoki) was a boy raised in the forests, living in the Ashigara mountains and was raised by the mountain nurse, Yamauba. He grew to great strength and is often depicted playing with wild animals and wielding a felling axe. Under the name Kimbei, he is also the hero of the Noh drama *Kimbei Kashima Maeri*.

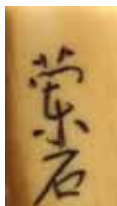
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Netsuke signatures



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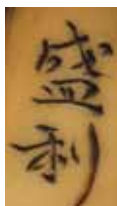
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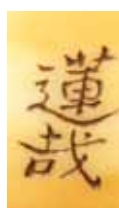
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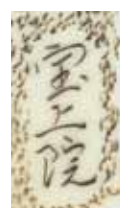
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Netsuke Index

Zodiac Animals



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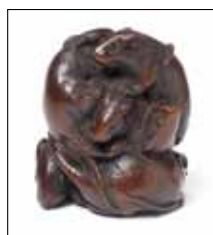
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Fish



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Plants and Insects



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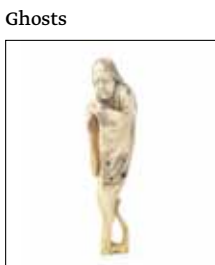


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Mythological Creatures



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Ghosts



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Other Figure Subjects



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Fine Japanese Art

Thursday 16 May 2013
New Bond Street, London

London
+44 (0) 20 7468 8368
suzannah.yip@bonhams.com

New York
+1 (212) 461 6516
jeff.olson@bonhams.com

A gilt-bronze figural group
By Miyao Eisuke of Yokohama
Meiji Period (1868-1912)
£25,000 - £35,000



Bonhams

1793

Fine Japanese Art

Thursday 16 May 2013
New Bond Street, London

London
+44 (0) 20 7468 8368
suzannah.yip@bonhams.com

A selection of intro
from a Swiss private collection
Estimates ranging from
£1,000 - £3,500

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams’* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a *Lot*

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams’* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *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. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

Bonhams’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or 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 any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the 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 fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate 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 amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of 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 screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted 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.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone (only available on lots with a low estimate greater than £400)

If you wish to bid at the *Sale* by telephone, please complete a *Telephone Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible 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 contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *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. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

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* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £25,000 of the *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 of the *Hammer Price*

On certain *Lots*, which will be marked “AR” in the *Catalogue* and which are sold 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 €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate 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*

- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

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 us) in 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm 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

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

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(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. 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. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the 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 tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. 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 condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, 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 there may not be consensus between different laboratories on the degrees, 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*. Although, 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*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent 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 its/their settings, and the stated weight is a statement 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.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than 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 photographic print is vintage (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 negative. Where a second, later date appears, 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 on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of 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 Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. 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 bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact 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 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 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*.
- 6.2 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 with you by *Bonhams* on the *Seller's* behalf (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 *Sale* 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 any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
8.1.3	to retain possession of the <i>Lot</i> ;
8.1.4	to remove and store the <i>Lot</i> at your expense;
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment to

9.1 The *Seller* will not 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 not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;

9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the 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 tort, breach of contract, statutory duty, restitutionary claim or otherwise;

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 this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 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 (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express

- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in

writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
 - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
 - 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
 - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
 - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
 - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6	RESPONSIBILITY FOR THE LOT		
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general 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 <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

- 10.2.2 changes in atmospheric pressure; nor will we be liable for;
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the 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 tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

- 10.4 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 (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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 it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

12 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" a person who has completed a *Bidding Form*.

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

"Bonhams" *Bonhams* 1793 limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

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

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *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 *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

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

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*. **"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), *"Seller"* includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words *"you"* and *"your"*.

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

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

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

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

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Antiquities

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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Porcelain & Pottery

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Costume & Textiles

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Entertainment Memorabilia

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Ethnographic Art

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Football Sporting Memorabilia

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Furniture & Works of Art

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Irish Art

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Impressionist & Modern Art

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

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1793

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E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
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If registered for VAT in the EU please enter your registration here:		Please tick if you have registered with us before <input type="checkbox"/>	
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