

Fine Jewellery

Wednesday 24 April 2013, at 2pm
New Bond Street, London





Fine Jewellery

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A rare 18th century amethyst and diamond bracelet

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A rare art deco onyx and diamond "Montre Bague Navette" keyless ring watch, by Cartier, circa 1920

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A pair of sapphire and diamond clip brooches, by Cartier, circa 1935

18



53



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A ruby and diamond necklace, circa 1910

110~

A ruby and diamond cluster ring, circa 1900

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An art deco diamond bracelet, by Cartier, circa 1935

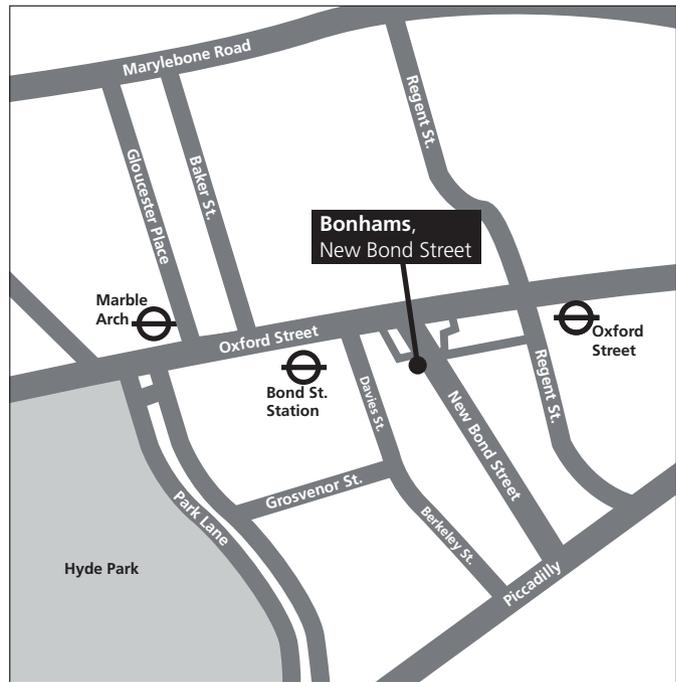
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Fine Jewellery

Wednesday 24 April 2013, at 2pm
New Bond Street, London

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Enquiries

Jean Ghika
Emily Barber FGA
Annabel Sullivan FGA
Kristian Spofforth FGA
Sabrina O'Cock FGA DGA
+44 (0)20 7468 8277
jewellery@bonhams.com

Matthew Girling FGA
Group Jewellery Director
matthew.girling@bonhams.com

Administrator

Monica Kirk
+44 (0)20 7468 8278

Press contact

Julian Roup
+44 (0)20 7468 8259
press@bonhams.com

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Illustrations

Front cover: Lot 118
Inside front cover: Lot 117

Sale Number

20622

Catalogue £20

Please note that as a result of recent legislation 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. Items affected are marked with a symbol ≈



Bonhams 1793 Limited
Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street,
London SW7 1HH
+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax

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1

An aquamarine and diamond brooch/pendant, circa 1905

The square cushion-shaped faceted aquamarine, claw-set within a foliate frame of old brilliant and rose-cut diamonds, mounted in silver and gold, with detachable brooch fitting and articulated pendant loop, *aquamarine approximately 56.00 carats, length 3.5cm, chain and screwdriver supplied, fitted case by Hancocks & Co, 9 Vigo Street, London, W.1*

£4,000 - 6,000

US\$6,100 - 9,100

2

A belle époque diamond bracelet, circa 1910

Composed of a series of openwork elliptical links millegrain-set with old brilliant, rose, and marquise-cut diamonds, *diamonds approximately 10.00 carats total, numbered, length 17.8cm*

£7,000 - 9,000

US\$11,000 - 14,000

3

A pearl and diamond brooch and earring suite, first half of the 20th century

The brooch designed as an articulated series of ribbon bow and foliate motifs, terminating in a stylised bell-shaped pendant, millegrain-set throughout with cushion-shaped, old brilliant and rose-cut diamonds and bouton and drop-shaped pearls, the earrings of matching design, mounted in platinum, *diamonds approximately 6.00 carats total, pearls untested, later fittings, length of brooch 8.6cm, cased by J M Stigner, 5 Cheriton Place, Folkestone (2)*

£7,000 - 10,000

US\$11,000 - 15,000

4

An enamel, demantoid garnet and diamond dragonfly brooch, circa 1900

The thorax set with a cushion-shaped demantoid garnet and two old brilliant-cut diamonds, the eyes with single-cut diamonds, the abdomen decorated with blue enamel and a single old brilliant-cut diamond, between pale green plique-à-jour enamel wings with blue tips and rose-cut diamond highlights, with slightly textured legs and engraved reverse, *detachable brooch fitting, length 5.2cm, fitted case by Hall & Co, King St, Manchester, Hatton Garden, London*

£5,000 - 7,000

US\$7,600 - 11,000





3



4

5

A diamond flower brooch, circa 1900

The brooch designed as a single bloom, with an old brilliant-cut diamond at the centre, weighing 2.56 carats, the petals set with cushion-shaped, old brilliant and rose-cut diamonds, mounted in silver and gold, *remaining diamonds approximately 2.50 carats total, detachable brooch fitting, length 2.8cm*

£5,000 - 7,000

US\$7,600 - 11,000

6

A diamond ring, circa 1890

The cushion-shaped diamond of light pink tint, weighing 1.82 carats, within an old brilliant-cut diamond navette-shaped surround highlighted with rose-cut diamonds, to a reeded hoop, *remaining diamonds approximately 2.05 carats total, two rose-cut diamonds deficient, ring size N*

£20,000 - 30,000

US\$30,000 - 46,000

Accompanied by a report from GIA stating that the diamond is light pink, natural colour. Report number 5141737807, dated 9 July 2012.

7

A diamond necklace and pair of earrings, circa 1830

The necklace designed as a chain of old brilliant-cut and cushion-shaped diamonds, suspending at the front a fringe of pear-shaped diamond drops within old brilliant-cut diamond swags, alternating with stylised anthemion motifs set with similarly cut diamonds, the articulated pendent earrings of highly stylised floral and scroll design set throughout with cushion-shaped and old brilliant-cut diamonds, necklace probably composite, necklace and earrings both mounted in silver and gold, *diamonds in necklace approximately 15.00 carats total, diamonds in earrings 8.00 carats total, necklace length 37.6cm, earring length 5.0cm (2)*

£15,000 - 20,000

US\$23,000 - 30,000

Queen Amalia of Greece wears earrings of similar inspiration in her portrait of 1836/7 by Joseph Stieler. See "Brilliant Europe: Jewels from European Courts" edited by Scarisbrick, Vachaudéz, Walgrave, Thames & Hudson, 2008, pp 266-267.



6



5



7



8

A rare 18th century amethyst and diamond bracelet

The openwork strap composed of kite-shaped amethysts and cushion-shaped and old brilliant-cut diamond quatrefoils, mounted in silver and gold, closed-back settings throughout, *length 28.0cm, fitted and tooled leather case*

£10,000 - 15,000

US\$15,000 - 23,000

Accompanied by a typed note stating "Amethyst and diamond bracelet. Louis XV. Circa 1740. Part of Russian Crown Jewels and formerly in possession of Catherine of Russia."

Amethyst and diamond Bracelet.
Louis XV. Circa 1740.
Part of Russian Crown Jewels
and
formerly in possession of
Catherine of Russia.





9

9
An emerald and diamond corsage ornament, possibly Russian, second half of the 19th century

The sugarloaf emerald set at the centre within a cartouche frame of cushion-shaped, old brilliant and rose-cut diamonds, suspending rose-cut diamond tasselled swags and a central drop composed of two polished emerald beads and old brilliant and rose-cut diamond foliate motifs, mounted in silver and gold, *diamonds approximately 6.80 carats, sugarloaf emerald approximately 6.50 carats, later brooch and pendant fittings, length 9.8cm, fitted case*

£5,000 - 6,000
US\$7,600 - 9,100

By repute, this brooch belonged to Alexander II of Russia's daughter, Catherine Alexandrovna Yurievskaya (1878-1959) who married Prince Obolensky.

10
A champlevé enamel and pearl pendant, by Carlo and Arthur Giuliano, circa 1900

The scalloped plaque decorated with polychrome enamel in Indian taste, depicting an elephant on one side and a floral design on the reverse, suspending a pearl drop, on a fine woven chain and 'S' clasp, *maker's mark C&AG on clasp, pendant width 4.0cm, necklace length 40.0cm, fitted leather case by C. Giuliano, 115 Piccadilly, London*

£4,000 - 6,000
US\$6,100 - 9,100

11
A single-row natural pearl necklace

The graduated row of 4.7-8.8mm natural pearls to a cushion-shaped diamond clasp, *length 62.5cm*

£5,000 - 7,000
US\$7,600 - 11,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 06900, dated 19 December 2012.

12
A spinel and diamond hinged bangle, circa 1890

Set to the front with a graduated row of cushion-shaped diamonds alternating with similarly shaped spinels, highlighted with rose-cut diamonds, *diamonds approximately 6.00 carats total, French assay marks, one rose-cut diamond deficient, inner diameter 5.7cm*

£6,000 - 8,000
US\$9,100 - 12,000



10



11



12

13

A late 19th century archaeological revival gold and carnelian scarab necklace and earring suite

The woven gold chain suspending five carnelian scarab pendants in high relief, with engravings on reverse, graduating in size from the centre, the pair of earrings of matching design, *necklace length 41.5cm (2)*

£15,000 - 20,000

US\$23,000 - 30,000

Provenance

Princess Anna Maria Borghese (1874-1924)

Princess Santa Borghese Hercolani (1897-1997)

Direct descent to the current owner

By family tradition, this parure was purchased from Castellani's workshop and was a gift from Princess Anna Maria Borghese to her daughter Princess Santa Borghese Hercolani.

Princess Anna Maria Borghese was the daughter of Duke Gaetano de Ferrari and Archduchess Annenkov, adopted daughter of the Russian Tsar. In 1895 she married Prince Scipione Borghese, a traveller, explorer, politician and diplomat. She was known as the "Princess of Photography" and took thousands of photographs during her travels with her husband to Russia, Turkey, Tunisia, Egypt, China, Japan and Afghanistan. She also took photographs during her time as a front-line nurse for the Red Cross during the First World War and the 1915 Avezzano earthquake.

Her daughter, Princess Santa Borghese, married Prince Astorre Hercolani in 1925.





13



14^Ω

A red spinel ring

The cushion-shaped spinel, weighing 6.21 carats, in a double four-claw setting between brilliant-cut diamond shoulders, *ring size L*

£30,000 - 35,000

US\$46,000 - 53,000

15[≈]

A diamond and ruby brooch, circa 1930

Modelled as a pansy, with a brilliant-cut diamond of yellow tint at the centre, the petals pavé-set with brilliant-cut diamonds of white and yellow tint and borders of circular-cut rubies, mounted en tremblant, *diamonds of yellow tint approximately 4.25 carats total, remaining diamonds approximately 0.50 carat total, diamonds not tested for natural colour, width 3.5cm*

£4,500 - 6,500

US\$6,800 - 9,900

16

A diamond brooch, early 20th century

The openwork cartouche designed as a series of millegrain-set old brilliant, single and rose-cut diamond scrolls, suspending a pear-shaped diamond drop, mounted in platinum and gold, *diamonds approximately 6.60 carats total, numbered, later pin fitting, length 5.8cm*

£6,000 - 8,000

US\$9,100 - 12,000

17

An art deco diamond bracelet, circa 1930

Designed as three articulated geometric plaques with foliate motifs, pierced and millegrain-set throughout with brilliant-cut diamonds, *diamonds approximately 23.00 carats total, length 16.5cm, cased by The Goldsmiths & Silversmiths Company, 112 Regent Street, London W.1*

£10,000 - 12,000

US\$15,000 - 18,000



14



15



16



17

18

A rare art deco onyx and diamond "Montre Bague Navette" keyless ring watch, by Cartier, circa 1920

The "ship" case set with shaped onyx batons, the dial with Roman numerals, blued steel hands and visible balance, within a single-cut diamond bezel, the crown decorated with rose-cut diamonds, mounted in platinum, *dial signed Cartier, French assay mark, ring size approximately G*

£12,000 - 15,000

US\$18,000 - 23,000

For a similar example of this type of ring watch, dated 1920, see auction catalogue "The Magical Art of Cartier", Antiquorum/Tajan, 19 November 1996, lot 122. See also, "Le Temps de Cartier", Barraca, Negretti, Nencini, Milan, 1989, plates 114 and 115 for examples of "ship" cases with visible balances, dated 1925 and 1921.



18



18



19



21

20



22

19

A diamond brooch, circa 1950

The openwork cartouche set throughout with brilliant and old brilliant-cut diamonds, surrounding a central brilliant-cut diamond, *diamonds approximately 15.10 carats total, length 6.5cm*

£13,000 - 16,000

US\$20,000 - 24,000

20[≈]

An emerald, sapphire, ruby and diamond bracelet, circa 1940

The articulated panel bracelet of highly stylised foliate design, decorated with carved emeralds, sapphires and rubies within scrolling fields of brilliant and single-cut diamonds, to a concealed clasp, *diamonds approximately 12.30 carats total, length 20.4cm*

£10,000 - 15,000

US\$15,000 - 23,000

21

A pair of diamond earstuds

The diamonds, weighing 2.00 and 2.01 carats, in four-claw settings, *cased by Graff, length 1.7cm*

£25,000 - 30,000

US\$38,000 - 46,000

Accompanied by a report from GIA stating that the diamond weighing 2.00 carats is H colour, VVS2 clarity. Report number 15782228, dated 10 May 2007.

Accompanied by a report from GIA stating that the diamond weighing 2.01 carats is H colour, VS1 clarity. Report number 15025098, dated 7 March 2006.

22^{Ω≈}

A ruby and diamond cluster ring

The circular-cut ruby, weighing 2.53 carats, within a brilliant-cut diamond border with similarly-cut diamond shoulders, *ring size L*

£12,000 - 15,000

US\$18,000 - 23,000

Accompanied by a report from Gübelin stating that the ruby is of Burmese origin, with no indication of thermal enhancement. Report number 0309436, dated 1 October 2003.



23

23

A diamond clip brooch, by Cartier, circa 1955

Of openwork foliate design, set throughout with brilliant-cut diamonds, *diamonds approximately 7.50 carats total, signed Cartier Paris, numbered, French assay mark, length 4.5cm*

£8,000 - 10,000

US\$12,000 - 15,000

24^Ω

A diamond three-stone ring, by Boodles

The oval-cut diamond, weighing 3.00 carats, between collet-set heart-shaped diamond shoulders, mounted in platinum, *signed Boodles, maker's mark, UK hallmark, ring size J*

£22,000 - 28,000

US\$33,000 - 43,000

Accompanied by a report from EGL stating that the diamond, weighing 3.00 carats, is E colour, VS2 clarity. Report number AH9052, dated 4 September 1991.

25

A fancy-coloured diamond single-stone ring

The marquise-cut diamond of greenish grey tint, weighing 10.76 carats, between bifurcated shoulders set with further marquise-cut diamonds, *ring size K½*

£20,000 - 25,000

US\$30,000 - 38,000

Accompanied by a report from AnchorCert stating that the diamond is fancy greenish grey colour, VS2 clarity. Report number 20008902, dated 14 March 2013.

26

A sapphire and diamond necklace

The central row of oval-cut sapphires within a surround of entwined ribbons set with brilliant, baguette and tapered baguette-cut diamonds, to a brilliant and baguette-cut diamond backchain, *diamonds approximately 11.70 carats total, length 41.2cm*

£12,000 - 15,000

US\$18,000 - 23,000



24

27

A diamond bracelet, circa 1960

Designed as a series of alternating flowerheads and foliate sprays, set throughout with brilliant, baguette and marquise-cut diamonds, *diamonds approximately 30.00 carats total, length 18.1cm*

£18,000 - 22,000

US\$27,000 - 33,000



25



26



27



28

28

A pair of diamond brooches

Each scrolling openwork ribbon set with brilliant, old brilliant, marquise and baguette-cut diamonds, *diamonds approximately 12.75 carats total, French assay marks, length 4.4cm (2)*

£5,000 - 7,000

US\$7,600 - 11,000

29

A diamond bracelet

The articulated openwork panels of highly stylised Persian motifs and pierced decoration, set throughout with marquise, baguette and brilliant-cut diamonds, the largest diamonds to the centre, the buckle-shaped clasp with additional French and square-cut diamond decoration, *diamonds approximately 14.65 carats total, one diamond deficient, numbered, length 18.6cm*

£12,000 - 15,000

US\$18,000 - 23,000

30

A pair of diamond pendent earrings

Each old brilliant-cut diamond, weighing 1.84 and 2.16 carats, to a polished surmount, *length 1.2cm*

£8,000 - 10,000

US\$12,000 - 15,000



29

31

An aquamarine and diamond necklace and bracelet suite

The pear-shaped aquamarine within a collet-set brilliant-cut diamond surround, between marquise-cut aquamarine and brilliant-cut diamond clusters and diamond quatrefoil spacers, accompanied by a bracelet of matching design, *diamonds in necklace approximately 9.40 carats total, diamonds in bracelet approximately 4.00 carats total, necklace length 45.6cm, bracelet length 18.3cm (2)*

£8,000 - 9,000

US\$12,000 - 14,000

32

A diamond crossover ring

The two old brilliant-cut diamonds, weighing 1.46 and 1.59 carats, in eight-claw settings, *ring size O½*

£8,000 - 12,000

US\$12,000 - 18,000



30

31

32

33

An opal and diamond ring

The oval cabochon opal, weighing 21.49 carats, in an engraved rub-over collet setting within a brilliant-cut diamond surround, mounted in platinum, *diamonds approximately 2.00 carats total, London hallmark, maker's mark, ring size L*

£10,000 - 15,000

US\$15,000 - 23,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the opal is natural. Report number 06864, dated 11 December 2012.

34

A diamond single-stone ring

The brilliant-cut diamond in a collet-set tapering mount, *diamond approximately 5.40 carats, ring size J*

£16,000 - 20,000

US\$24,000 - 30,000

35

A diamond bracelet

Designed as three graduated rows of brilliant-cut diamonds, to a concealed clasp, *diamonds approximately 38.85 carats total, length 18.0cm*

£16,000 - 20,000

US\$24,000 - 30,000

36^Ω

A diamond rivière necklace, by Hermès, circa 1960

Designed as a graduated row of brilliant-cut diamonds, to a baguette-cut diamond clasp, *diamonds approximately 14.10 carats total, signed Hermès and numbered, length 38.5cm*

£8,000 - 12,000

US\$12,000 - 18,000

37

A diamond clip brooch

The abstract ribbon set throughout with brilliant and baguette-cut diamonds, *diamonds approximately 15.70 carats total, length 6.8cm*

£30,000 - 40,000

US\$46,000 - 61,000

Accompanied by a report from AnchorCert stating that the diamond weighing 2.03 carats is H colour, VVS1 clarity. Report number 20008884, dated 5 March 2013.

38

A diamond scroll brooch, circa 1950

Set throughout with old brilliant and brilliant-cut and cushion-shaped diamonds, *diamonds approximately 9.55 carats total, length 5.0cm*

£6,000 - 8,000

US\$9,100 - 12,000



33



34



35



36



37



38



39

39

A pair of emerald and diamond pendent earrings

The pear-shaped emerald drops, each within a border of brilliant-cut diamonds, suspended from a brilliant-cut diamond cluster surmount connected by two similarly cut diamonds, *diamonds approximately 5.40 carats total, length 4.2cm*

£12,000 - 15,000

US\$18,000 - 23,000

40

An emerald and diamond double-clip brooch, circa 1950

Of fan design, the undulating pavé-set brilliant and old brilliant-cut diamond centre issuing alternating rows of baguette-cut diamonds and step-cut emeralds, *diamonds approximately 9.40 carats total, length 5.7cm*

£8,000 - 10,000

US\$12,000 - 15,000

41

An emerald and diamond floral necklace, circa 1955

The circular-cut emerald and brilliant-cut diamond flowerhead suspending a fan-shaped terminal of calibré-cut emeralds and brilliant-cut diamonds, to a baguette-cut diamond necklace entwined with brilliant-cut diamond scrolls, interspersed with oval and circular-cut emeralds, *diamonds approximately 14.10 carats total, French assay mark, length 40.0cm*

£10,000 - 15,000

US\$15,000 - 23,000

42

An emerald and diamond ring

The step-cut emerald, weighing 5.68 carats, between brilliant and baguette-cut diamond shoulders, *ring size M*

£10,000 - 15,000

US\$15,000 - 23,000

Accompanied by a report from Gübelin stating that the natural emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 12110177, dated 20 November 2012.

43

A diamond single-stone ring

The brilliant-cut diamond, weighing 5.62 carats, in a six-claw setting between baguette-cut diamond shoulders, *ring size N½*

£25,000 - 35,000

US\$38,000 - 53,000



40



41



42



43



44

44

An art deco natural pearl and diamond brooch, circa 1925

The pierced geometric plaque set with a central natural bouton pearl, measuring 13.1-13.2 x 11.4mm, within a tiered surround of brilliant, baguette, trilliant and French-cut diamonds, millegrain detailing throughout, *diamonds approximately 18.60 carats total, maker's mark, Austrian assay mark, length 10.4cm*

£12,000 - 18,000

US\$18,000 - 27,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearl is natural, saltwater. Report number 07264, dated 3 March 2013.



45

45

A diamond single-stone ring

The step-cut diamond, weighing 8.10 carats, in a double four-claw setting, *ring size L*

£30,000 - 40,000

US\$46,000 - 61,000

Accompanied by a copy of a report from AGL, dated 1979. Please contact the Jewellery Department for further details.

46

A cultured pearl and diamond necklace

The five graduated rows of 6.5-10.0mm cultured pearls to a lozenge-shaped clasp of pierced symmetrical design set with brilliant, marquise, square and baguette-cut diamonds, *diamonds approximately 11.50 carats total, length 56.1cm*

£13,000 - 15,000

US\$20,000 - 23,000





47



48



49



50

47

A pair of diamond pendent earrings, circa 1920

Each old brilliant-cut diamond, within a pierced collet setting, suspended from a smaller old brilliant-cut diamond by an engraved tapered baton and a synthetic sapphire bar, *principle diamonds approximately 3.00 carats each, sapphires deficient, length 5.4cm*

£13,000 - 15,000

US\$20,000 - 23,000

48

A diamond bracelet, circa 1930

Composed of a series of scrolling openwork plaques set with old brilliant, baguette and single-cut diamonds, with similar knife-edge bar links, *diamonds approximately 32.50 carats total, one diamond deficient, length 18.7cm*

£18,000 - 22,000

US\$27,000 - 33,000

49

A diamond clip, circa 1930

The scrolling openwork cartouche set with cushion-shaped, old brilliant and single-cut diamonds, *diamonds approximately 17.95 carats total, length 5.5cm*

£9,000 - 12,000

US\$14,000 - 18,000

50

A pearl necklace with a diamond clasp

The three rows of graduated 2.7-9.7mm natural pearls with two cultured pearls, to an openwork floral clasp set with brilliant and single-cut diamonds, *length 42.0cm*

£25,000 - 35,000

US\$38,000 - 53,000

Accompanied by a report from The Gem & Pearl Laboratory stating that two pearls are cultured and the remainder are natural, saltwater. Report number 07314, dated 3 March 2013.

Accompanied by a report from Nederlands Edelsteen Laboratorium stating that two pearls are cultured and the remainder are natural, saltwater. Report number P5116, dated 28 August 2012.



51

51
A sapphire and diamond festoon necklace

Composed of ten graduating rows of polished sapphire beads connected by four openwork rectangular plaques millegrain-set with old brilliant, single and rose-cut diamonds, the central beads interspersed with single-cut diamond rondelles, *maker's mark, Austrian assay mark, length 39.0cm*
£6,000 - 8,000
US\$9,100 - 12,000

52
A sapphire and diamond ring, by Chanel

The oval cabochon sapphire within an octagonal surround of calibré-cut buff-top sapphires and brilliant-cut diamonds, *signed Chanel and numbered, French assay mark, ring size O, fitted maker's case*
£15,000 - 20,000
US\$23,000 - 30,000

53
A pair of sapphire and diamond clip brooches, by Cartier, circa 1935

Each sculptural clip decorated with calibré-cut sapphires in concealed settings and a row of brilliant-cut diamonds, mounted in yellow gold, *each signed Cartier and numbered, length 3.3cm (2)*
£8,000 - 10,000
US\$12,000 - 15,000

54
A diamond brooch, circa 1930

The central old brilliant-cut diamond, weighing 2.67 carats, in an openwork mount of geometric design, set throughout with old brilliant and baguette-cut diamonds, *remaining diamonds approximately 5.00 carats total, brooch width 5.0cm*
£10,000 - 15,000
US\$15,000 - 23,000

Accompanied by a report from AnchorCert stating that the diamond weighing 2.67 carats is L colour, VS1 clarity. Report number 20008882, dated 5 March 2013.



52



53



54



55

55^Ω

A sapphire bracelet, by Dreicer, circa 1935

Composed of a continuous line of step-cut sapphires, to a concealed clasp, mounted in platinum, *signed D&Co, length 18.0cm*

£14,000 - 16,000

US\$21,000 - 24,000



56

A diamond single-stone ring

The step-cut diamond, weighing 8.55 carats, between baguette-cut diamond shoulders, *ring size K*

£38,000 - 45,000

US\$58,000 - 68,000

Accompanied by a report from AnchorCert stating that the diamond is K colour, VVS2 clarity. Report number 20008885, dated 5 March 2013.

57

An emerald single-stone ring

The step-cut emerald, weighing 12.30 carats, between triangular fancy-cut diamond shoulders, *ring size L½*

£15,000 - 20,000

US\$23,000 - 30,000

Accompanied by a report from The Gem & Pearl Laboratory.

58

A sapphire and diamond three-stone ring

The cushion-shaped sapphire, weighing 6.42 carats, between similarly-cut diamond shoulders, mounted in platinum, *diamonds approximately 2.00 carats total, London hallmark, ring size L*

£10,000 - 15,000

US\$15,000 - 23,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan/Madagascan origin, with no evidence of heat treatment. Report number 07333, dated 8 March 2013.



59

59

A pair of emerald and diamond pendent earrings

Each pear-shaped emerald and brilliant and marquise-cut diamond cluster suspending a similar detachable drop, emeralds approximately 5.00 carats total, diamonds approximately 17.00 carats total, *length 6.5cm*

£12,000 - 15,000

US\$18,000 - 23,000

60^Ω

A fancy-coloured diamond and diamond cluster ring

The brilliant-cut diamond of yellow tint, weighing 1.11 carats, within a brilliant-cut diamond border, between similarly cut diamond shoulders, *ring size L½*

£12,000 - 15,000

US\$18,000 - 23,000

Accompanied by a report from Gübelin stating that the diamond is fancy vivid yellow, natural colour, SI2 clarity. Report number 0511022, dated 14 December 2005.

61[≈]

A ruby and diamond cluster ring

The cushion-shaped ruby, weighing 4.94 carats, within a marquise-cut diamond surround, *diamonds approximately 3.00 carats total, ring size N*

£10,000 - 15,000

US\$15,000 - 23,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the ruby is natural, with evidence of heat treatment. Report number 05843, dated 16 June 2012.

62[≈]

A multi gem-set collar necklace, brooch/clip centrepiece circa 1930

The detachable art deco centrepiece, circa 1930, set with a carved emerald, vari-cut rubies and sapphires and brilliant-cut diamonds in a 'Tree of Life' motif, on a later cultured pearl collar necklace set with brilliant and princess-cut diamonds, calibr -cut rubies and cabochon sapphires, *diamonds approximately 7.00 carats total, French assay marks, pearl diameter approximately 8.5mm, brooch/clip width 3.5cm, necklace length 44.0cm*

£10,000 - 15,000

US\$15,000 - 23,000

The centrepiece of this necklace is an art deco brooch/clip, circa 1930. Although unsigned, it is similar to the Indian-inspired 'Tree of Life' jewels produced by Cartier during this period. See Phillips, Clare, 'Jewelry: From Antiquity to the Present', Thames & Hudson, London, 1996, pp 178-181.



60

61



62



63~

A brooch and earclip suite, by Buccellati, circa 1965

The brooch realistically modelled as a cluster of ripening blackberries, pavé-set with cabochon rubies and onyx, on a textured vari-coloured mount modelled as branches and leaves, each earring of similar design, signed *Buccellati Italy*, brooch width 7.0cm, earring length 4.0cm, grosgrain pouch by *M. Buccellati* and case by *Buccellati, New York* (2)

£5,000 - 7,000

US\$7,600 - 11,000

64

A diamond single-stone ring

The brilliant-cut diamond, weighing 3.37 carats, between baguette-cut diamond shoulders, ring size *M*

£10,000 - 15,000

US\$15,000 - 23,000

65~

A three-row natural pearl necklace with a ruby and diamond clasp

The three rows of graduated 2.2-6.9mm natural pearls to a floral clasp set with circular-cut rubies and old brilliant and single-cut diamonds, length of shortest row approximately 47.0cm

£6,000 - 8,000

US\$9,100 - 12,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 06727, dated 23 November 2012.

66

A pair of diamond earstuds

Each old brilliant-cut diamond, weighing 2.13 and 2.15 carats, within a pierced floral setting

£12,000 - 15,000

US\$18,000 - 23,000



63



64

65



66



67

67

A diamond necklace and a pair of diamond pendent earrings

Designed as a continuous row of trios of brilliant-cut diamonds, together with a pair of pendent earrings of similar design, each terminating in a pear-shaped diamond drop, *diamonds approximately 15.30 carats total, necklace length 39.0cm, earring length 3.2cm (2)*

£10,000 - 15,000

US\$15,000 - 23,000

68

A fancy-coloured diamond single-stone ring

The radiant-cut diamond of yellow tint, weighing 1.68 carats, between baguette and tapered baguette-cut diamond shoulders, *ring size M*

£12,000 - 15,000

US\$18,000 - 23,000

Accompanied by a report from GIA stating that the diamond is fancy vivid yellow, natural colour, SI2 clarity. Report number 2125387114, dated 16 July 2010.

69

A diamond two-stone ring

The old brilliant-cut diamonds, weighing 3.17 and 3.25 carats, within a crossover setting, *ring size L*

£8,000 - 10,000

US\$12,000 - 15,000

70

A diamond single-stone ring, by Cartier

The brilliant-cut diamond, weighing 2.02 carats, between similarly-cut diamond shoulders, *signed Cartier, numbered, French assay mark, ring size M½*

£15,000 - 20,000

US\$23,000 - 30,000

Accompanied by a Cartier certificate of authenticity.

Accompanied by a report from AnchorCert stating that the diamond is G colour, VVS1 clarity. Report number 20009149, dated 19 March 2013.

71

A pair of diamond necklaces

Each designed as a continuous line of brilliant-cut diamonds of varying tints, one necklace with a concealed clasp, *diamonds approximately 22.80 carats and 37.00 carats total, lengths 45.1cm and 75.0cm (2)*

£25,000 - 30,000

US\$38,000 - 46,000

Accompanied by a report from AnchorCert stating that a brown diamond weighing 0.18ct is of natural colour. Report number 20008903, dated 14 March 2013.

Accompanied by a report from AnchorCert stating that an orangey yellow diamond weighing 0.17ct is of natural colour. Report number 20008904, dated 14 March 2013.



71



68



69



70

72~

A jade, coral and diamond sautoir, circa 1980

Composed of ten twisted rows of dark green jade and polished beads, connected by two fluted coral spacers and hemispherical clasps decorated with brilliant-cut diamonds, *sautoir detaches to form two shorter necklaces, length of drop approximately 98.0cm*

£4,000 - 6,000

US\$6,100 - 9,100

73

A single-row cultured pearl necklace

The graduated row of 12.1-15.2mm cultured pearls, of golden tint, to a ball clasp set with brilliant-cut diamonds of yellow tint, *diamonds not tested for natural colour, length 42.5cm*

£12,000 - 15,000

US\$18,000 - 23,000

74

A diamond cluster ring

The brilliant-cut diamond weighing 4.91 carats, within a surround of brilliant-cut and pear-shaped diamonds, *ring size P*

£15,000 - 20,000

US\$23,000 - 30,000

Accompanied by a report from AnchorCert.





72



73



74



75

75
A tourmaline, yellow sapphire, peridot and diamond hinged bangle

The polished cuff with chevron terminal set with a large oval-cut tourmaline, vari-cut yellow sapphires and brilliant and single-cut diamond detail, further highlighted with a row of circular-cut peridots, *inner diameter 4.9cm*
£4,000 - 6,000
US\$6,100 - 9,100

77
A diamond single-stone ring

The old brilliant-cut diamond, weighing 5.84 carats, within an eight-claw setting and pierced gallery, *ring size M½*
£20,000 - 30,000
US\$30,000 - 46,000

76~
A gem-set 'Casmir' necklace and bracelet suite, by Chopard

The cascading series of interlocking lobes, each set with a cabochon gem of varying colour, including amethyst, citrine, and tourmaline, accompanied by a matching bracelet, *both signed 'Chopard Geneve', necklace inner diameter approximately 13.0cm, bracelet inner diameter approximately 5.6cm (2)*
£12,000 - 15,000
US\$18,000 - 23,000



76



76



77

78

A rock crystal and fancy-link bracelet, by Van Cleef & Arpels, circa 1969

The articulated row of four-sided convex fancy links alternating with annular rock crystal connectors, *signed VCA, numbered, French assay marks, length 21.0cm, maker's case*

£5,000 - 7,000

US\$7,600 - 11,000

79

A diamond bracelet, by Paloma Picasso for Tiffany & Co.

Of undulating foliate design, the leaves either pavé-set with brilliant-cut diamonds or highlighted with collet-set brilliant-cut diamonds, *diamonds approximately 8.50 carats total, signed Paloma Picasso, Tiffany & Co, French workshop mark, French assay mark, length 18.8cm, fitted case by Tiffany & Co.*

£4,000 - 6,000

US\$6,100 - 9,100

80

An enamel 'bamboo' bangle, by Van Cleef & Arpels, circa 1965

The articulated royal blue enamel bamboo cane applied with engraved leaves, connected by textured nodes, *signed Van Cleef & Arpels, numbered, French assay marks, inner diameter 5.8cm*

£4,000 - 6,000

US\$6,100 - 9,100

81

A sapphire and diamond bombé ring

The sapphire double cabochon within a pavé-set brilliant-cut diamond surround with brushed floral detail, *sapphire approximately 15.85 carats, diamonds approximately 2.25 carats total, ring size K*

£6,000 - 8,000

US\$9,100 - 12,000

Accompanied by a copy of a report from Gema Cyt, dated 2002.

82

A pair of diamond earstuds

Each cushion-shaped diamond, weighing 3.33 and 3.35 carats, in a ten-claw setting, *length 1.0cm*

£40,000 - 50,000

US\$61,000 - 76,000



78



79



80



81



82



83



84



85



86



87

83
A diamond and sapphire flower brooch with interchangeable gem-set stamens, circa 1960

The brooch-clip designed as a daisy with single-cut diamond petals and a bombé stamen pavé-set with circular-cut sapphires, with four additional stamens, one set with circular-cut sapphires, one with circular-cut citrines, two with circular-cut emeralds, *diamonds approximately 10.20 carats total, one citrine deficient, emerald stamens subsequently converted to earstuds, screwdriver provided, fitted case by Cartier (5)*

£8,000 - 12,000
US\$12,000 - 18,000

This brooch was once one of a pair and although unsigned comes with its original Cartier box which has an empty compartment for its sister brooch. Each brooch had three interchangeable bombé centres, set with sapphires, emeralds and citrines respectively. All that remains of the missing flower brooch is its sapphire and emerald stamens. Both emerald centres have been converted into earstuds.

84
An aquamarine and diamond flower clip, by Cartier, circa 1950

The oval-cut aquamarine within a single-cut diamond claw setting, surrounded by polished petals, with brilliant, baguette and single-cut diamond foliate detail, *aquamarine approximately 29.50 carats, signed Cartier London, length 4.7cm*

£4,000 - 6,000
US\$6,100 - 9,100

85^Y
An ivory flower brooch, by Jean Schlumberger for Tiffany & Co, circa 1955

Carved as a rose, the petals embellished with polished and turquoise cabochon studs, the stamen set with a brilliant-cut diamond, *signed Tiffany Schlumberger, French assay marks, stamped Made in France, indistinct maker's mark on pin, length 5.0cm*

£4,000 - 6,000
US\$6,100 - 9,100

86
An aquamarine and diamond ring

The cut-cornered step-cut aquamarine, weighing approximately 33.70 carats, to a brilliant-cut diamond-set mount, *ring size M*

£6,000 - 8,000
US\$9,100 - 12,000

87
A diamond single-stone ring

The brilliant-cut diamond, weighing 3.02 carats, between brilliant and baguette-cut diamond shoulders, *ring size M*

£16,000 - 20,000
US\$24,000 - 30,000

Accompanied by a report from AnchorCert stating that the diamond is K colour, VVS1 clarity. Report number 20008883, dated 5 March 2013.

88

A pearl necklace with diamond clasp

The long single-row of graduated 5.5-8.5mm natural pearls and two cultured pearls, to a barrel-shaped clasp set with brilliant-cut diamonds, length 105.0cm

£35,000 - 55,000

US\$53,000 - 84,000

Accompanied by a report from SSEF stating that two of the pearls are cultured, and the remainder are natural, saltwater. Report number 67395, dated 19 March 2013.

89

A diamond single-stone ring

The brilliant-cut diamond, weighing 8.32 carats, within a six-claw setting, ring size I

£50,000 - 70,000

US\$76,000 - 110,000

90

A diamond brooch and earring suite, by Van Cleef & Arpels, circa 1955

The stylised pansy formed of radiating loops of gold surrounding a cluster of brilliant-cut diamonds, accompanied by a similar pair of earrings, diamonds approximately 3.25 carats total, signed Van Cleef & Arpels, numbered, maker's mark, French assay mark, cased by Van Cleef & Arpels, brooch length 3.7cm, earring length 2.4cm (2)

£8,000 - 10,000

US\$12,000 - 15,000





88



89



90



91

91

A diamond bracelet

The front set with a graduating row of step-cut diamonds alternating with marquise-cut diamonds, to a tapering strap of baguette-cut diamonds, diamonds approximately 24.00 carats total, length 18.5cm

£50,000 - 70,000

US\$76,000 - 110,000

Accompanied by a report from HRD stating that the diamond weighing 3.04 carats is G colour, VS2 clarity. Report number 08011884003, dated 28 May 2008.

Accompanied by a report from GIA stating that the diamond weighing 2.19 carats is G colour, VS2 clarity. Report number 17164794, dated 8 April 2008.

Accompanied by a report from GIA stating that the diamond weighing 2.10 carats is G colour, VS1 clarity. Report number 17164875, dated 7 April 2008.

Accompanied by a report from IGE stating that the diamond weighing 1.57 carats is F colour, VVS1 clarity. Report number 34345, dated 18 February 2010.

Accompanied by a report from IGE stating that the diamond weighing 1.54 carats is G colour, VVS1 clarity. Report number 34332, dated 17 February 2010.

Accompanied by a report from IGE stating that the diamond weighing 1.51 carats is G colour, VVS1 clarity. Report number 34329, dated 17 February 2010.

Accompanied by a report from GIA stating that the diamond weighing 1.21 carats is I colour, VS1 clarity. Report number 1116297287, dated 27 October 2009.

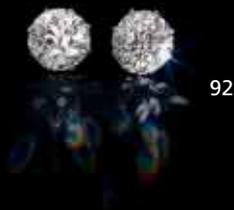
92

A pair of diamond earstuds

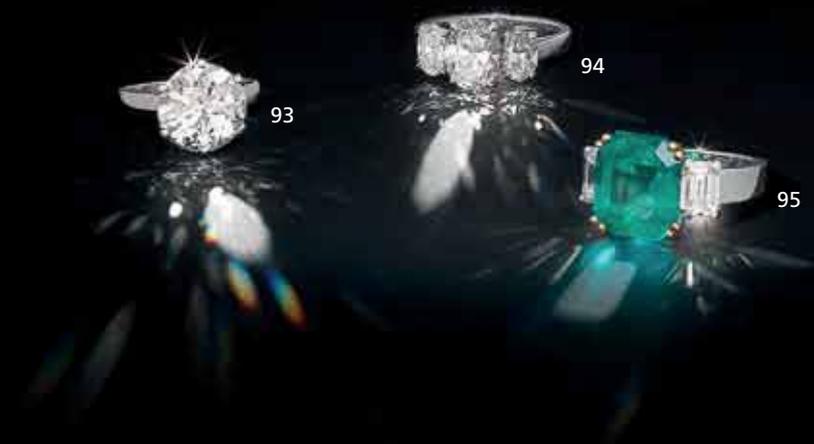
Each old brilliant-cut diamond, weighing 2.06 and 2.24 carats, within an eight-claw setting

£15,000 - 20,000

US\$23,000 - 30,000



92



93
A diamond single-stone ring

The brilliant-cut diamond, weighing 5.05 carats, in a six-claw setting, *ring size M*

£20,000 - 28,000

US\$30,000 - 43,000

Accompanied by a report from AnchorCert stating that the diamond is M-N colour, VS2 clarity. Report number 20008881, dated 5 March 2013.

94^Ω
A diamond three-stone ring

The central oval-cut diamond, weighing 2.20 carats, between similarly-cut diamond shoulders, *ring size M*

£22,000 - 28,000

US\$33,000 - 43,000

Accompanied by a report from GIA stating that the diamond, weighing 2.20 carats, is F colour, IF clarity. Report number 8547077, dated 10 March 2003.

95
An emerald and diamond ring

The cut-cornered step-cut emerald, weighing 7.31 carats, between baguette-cut diamond shoulders, *diamonds approximately 1.20 carats total, ring size M½*

£10,000 - 15,000

US\$15,000 - 23,000



96



97



98

96

A diamond bracelet, circa 1950

The central diamond, weighing 3.72 carats, on an articulated strap composed of openwork plaques with cross motifs set throughout with old brilliant and single-cut diamonds within collet and millegrain settings, *remaining diamonds approximately 9.70 carats, length 18.8cm*

£18,000 - 22,000

US\$27,000 - 33,000

97

An art deco diamond brooch, circa 1930

The openwork geometric plaque set throughout with old brilliant and single-cut diamonds in millegrain and collet settings, *diamonds approximately 15.35 carats total, width 8.2cm*

£25,000 - 35,000

US\$38,000 - 53,000

98

A pair of diamond earrings

The brilliant-cut diamonds, weighing 6.90 and 8.05 carats, each suspended from a brilliant and baguette-cut diamond surmount, *remaining diamonds approximately 1.70 carats total, length 2.5cm*

£30,000 - 40,000

US\$46,000 - 61,000



99

99≈

A ruby and diamond choker/bracelet, brooch/pendant, earring and ring suite, by Van Cleef & Arpels, circa 1970

The choker/bracelet set with cabochon ruby and brilliant-cut diamond stylised floral clusters on a backchain of brilliant-cut diamond foliate motifs, the quatrefoil brooch/pendant, pendent hoop earrings and ring set with similarly cut rubies and diamonds, *rubies approximately 90.00 carats total, diamonds approximately 45.00 carats total, signed Van Cleef & Arpels and numbered, French assay marks, choker detaches to be worn as two bracelets, choker length 34.5cm, bracelet length 17.8cm, earring length 5.0cm, brooch width 5.5cm, ring size L½, two pouches and one case by Van Cleef & Arpels (4)*

£40,000 - 60,000

US\$61,000 - 91,000

One of the large ruby cabochons in the choker/bracelet and the largest ruby cabochon in the ring are accompanied by reports from The Gem & Pearl Laboratory.



99



100

A diamond single-stone ring

The brilliant-cut diamond, weighing 9.03 carats, in a ten-claw setting, *ring size M½*

£80,000 - 100,000

US\$120,000 - 150,000

Accompanied by a report from AnchorCert stating that the diamond is K colour, VVS2 clarity. Report number 20008880, dated 5 March 2013.

101

A diamond bracelet, circa 1965

The flexible strap designed as twisted ribbons of graduated brilliant and baguette-cut diamonds, *diamonds approximately 34.50 carats total, French assay marks, length 18.8cm*

£35,000 - 40,000

US\$53,000 - 61,000



100



101

102

A diamond single-stone ring

The brilliant-cut diamond, weighing 6.81 carats, between baguette-cut diamond shoulders, *ring size M½*

£30,000 - 40,000

US\$46,000 - 61,000

103

A 19th century natural pearl and diamond brooch

The large natural pearl at the centre of a curving scallop shell decorated with rows of cushion-shaped diamonds, mounted in silver and gold, *diamonds approximately 6.00 carats total, brooch width 3.5cm*

£25,000 - 30,000

US\$38,000 - 46,000

Accompanied by a report from SSEF stating that the pearl is natural, saltwater. Report number 67029, dated 11 March 2013.

104

A single-row natural pearl necklace

The graduated row of 3.7-7.9mm pearls to a faceted table-cut diamond clasp, *length 40.0cm*

£40,000 - 50,000

US\$61,000 - 76,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 67200, dated 11 March 2013.



102

103

104



105



106

105~

A ruby and diamond ring

The circular-cut ruby, weighing 4.75 carats, between tapered baguette-cut diamond shoulders, *ring size N*

£35,000 - 45,000

US\$53,000 - 68,000

Accompanied by a report from Gübelin stating that the ruby is of Burmese origin, with no indications of heating. Report number 12120147, dated 27 December 2012.

106

A diamond single-stone ring, by Graff

The marquise-cut diamond, weighing 2.68 carats, between tapered baguette-cut diamond shoulders, *signed Graff, ring size J, maker's case*

£25,000 - 35,000

US\$38,000 - 53,000

Accompanied by a report from GIA.

107~

A ruby and diamond festoon necklace, circa 1900

The three central cartouches set with pear-shaped rubies, cushion-shaped and old brilliant-cut diamonds, with similarly set cartouche pendent drops, alternating with cushion-shaped ruby and old brilliant-cut diamond ribbon bow links, continuing to the back as a chain of vari-cut ruby, old brilliant and single-cut diamonds fleur-de-lys motifs, mounted in silver and gold, later rhodium plated, *rubies approximately 7.50 carats total, diamonds approximately 6.50 carats total, accompanied by a later chain, frame and three brooch fittings, necklace length 40.0cm, fitted case by Antrobus, 130 Regent Street, London W1*

£15,000 - 20,000

US\$23,000 - 30,000

Accompanied by a report from The Gem & Pearl Laboratory stating that one natural ruby, weighing 1.13 carats, was tested and found to be of Burmese origin, with no evidence of heat treatment. Report number 07135, dated 1 February 2013.



107

108*

A natural baroque pearl and diamond pendant, circa 1900

The natural baroque pearl of light pinkish-grey tint, with an old brilliant and rose-cut diamond ribbon bow surmount and an old brilliant-cut diamond drop, *length 5.3cm*

£20,000 - 30,000

US\$30,000 - 46,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the iridescent light grey pearl is natural, saltwater, with no evidence of treatment. Report number 06723, dated 23 November 2012.



108

109

A pair of natural pearl and diamond pendent earrings, first half of 20th century

Each natural pearl with rose-cut diamond cap, suspended from a graduated row of old brilliant-cut diamonds, *diamonds approximately 2.05 carats total, length 5.7cm*

£50,000 - 70,000

US\$76,000 - 110,000

Accompanied by a report from SSEF stating that both pearls are natural, saltwater, with no indications of artificial colour modification. Report number 66739, dated 19 February 2013.



109

110[≈]

A ruby and diamond cluster ring, circa 1900

The oval-cut ruby, weighing 5.43 carats, within a single-cut diamond border and shoulders, *ring size L½*

£25,000 - 30,000

US\$38,000 - 46,000

Accompanied by a report from SSEF stating that the natural ruby is of Burmese origin, with no evidence of heat treatment. Report number 62161, dated 22 February 2012.

Accompanied by a report from Gübelin stating that the natural ruby is of Burmese origin, with no evidence of heat treatment. Report number 11070247, dated 16 August 2011.



110

Jewels from the Curzon Family

The jewels offered here were inherited by Michael Mosley, younger son and youngest child of the controversial politician Oswald Mosley and his first wife Lady Cynthia Mosley (née Curzon).

The photograph of Cynthia Mosley shows her wearing a double row of pearls, some of which are believed to form the necklace (lot 112) offered here. In the photograph of Irene Curzon, she wears the ruby and diamond brooch (lot 111) in her hat. The earrings are also believed to have belonged to Irene Curzon.

Lady Cynthia Blanche Mosley (1898-1933) and her older sister, Lady Mary Irene Curzon, later Baroness Ravensdale, (1896-1966), were the elder daughters of the great British statesman George Nathaniel Curzon, first Marquess Curzon of Kedleston (1859-1925) and his first wife, the American-born heiress, Mary Victoria Leiter (1870-1906).

In 1898, the two little girls, known as Ne-Ne and Cimmie, accompanied their parents to India, where Curzon took up his post as Viceroy until 1905. During the three week voyage, Mary Curzon wrote her will, in it documenting her impressive collection of jewels, much of which had been given to her by her father, the real estate millionaire, Levi Leiter. Among the tiaras and diamonds, she noted a ruby and diamond clasp and a rope of white pearls.

In 1918, Cynthia attracted the attention of a young man called Oswald Ernald Mosley. Tom, as he was known, was a committed womaniser, and determined in his pursuit. After Lord Curzon was persuaded of Tom's suitability, they married in the Chapel Royal, St James's on 11 May 1920. The guests included King George V and Queen Mary, Leopold III and the King and Queen of the Belgians. Curzon showered his daughter with presents including his late wife's long rope of pearls. The pearls in lot 112 are believed to be from this necklace.

Their first child, Vivien, was born in 1921 and their first son, Nicholas, in 1923. By 1924 both Tom and Cynthia had joined the Labour Party and Cynthia campaigned with her husband. Her charm and good nature were the perfect foil for her mercurial husband; something he chronically took advantage of by numerous infidelities and increasing rudeness to her in public. The Mosley's were often criticised by the press for their lavish, hedonistic lifestyle. Cynthia's elegant dress, costly furs and magnificent pearls whilst campaigning were often remarked upon. After their third child and younger son, Michael, known as Mickey, was born 1932, Cynthia, already in poor health, was further shattered to discover her husband's passionate affair with Diana Guinness (née Mitford). This and her husband's fascism caused her tremendous distress. She died in 1933 of peritonitis after undergoing an appendectomy.

After her death, Irene, unmarried and childless despite numerous offers, became surrogate mother to Cynthia's three children, in particular baby Mickey. After Mosley was interned in 1940, she became their official guardian.

During the 1920s, Irene, a lover of fox-hunting, had established herself at fashionable Melton Mowbray and was at the centre of the Prince of Wales's glittering social set. Immensely rich, having inherited her share of the Leiter fortune, she was also interested in music and the theatre and her friends included legendary pianist Artur Rubinstein. She also travelled widely and was often away for months at a time. In 1925 she inherited the barony of Ravensdale after her father's death. Throughout her life she engaged in voluntary welfare work with young people. After World War Two she worked in shelters and having "inherited something of her father's oratorical powers" she travelled the country speaking at youth rallies and clubs. In later life Irene continued to travel, often with her nephew Mickey.

For further information, see Dictionary of National Biography and "The Viceroy's Daughters. The Lives of the Curzon Sisters" by Anne de Courcy, London, 2000.

111[≈]

An art deco ruby, tourmaline and diamond brooch and earring suite, by Van Cleef & Arpels, circa 1930

The brooch set to the centre with a sugarloaf ruby, between elongated scalloped terminals, set with a large cabochon ruby, a large oval cabochon tourmaline and old brilliant and single-cut diamonds in millegrain and collet settings, the pendent earrings of similar design, mounted in platinum, *brooch signed Van Cleef & Arpels Paris, French assay mark, tourmaline a later replacement, earrings unsigned and unmarked, later post fittings, brooch diameter 7.2cm, earring length 4.5cm (2)*

£25,000 - 30,000

US\$38,000 - 46,000

The central ruby in the brooch accompanied by a report from The Gem & Pearl Laboratory.

Provenance

Michael Mosley (1932-2012)

Descent to the current owner

112[≈]

A single-row natural pearl necklace with ruby and diamond clasp

The 7.2-9.5mm natural pearls with a cluster clasp set with a cushion-shaped ruby within a border of old brilliant-cut diamonds, *length approximately 46.0cm*

£60,000 - 80,000

US\$91,000 - 120,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 66633, dated 18 February 2013.

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 07123, dated 29 January 2013.

Provenance

Michael Mosley (1932-2012)

Descent to the current owner



Baroness Ravensdale in 1930 wearing the ruby and diamond brooch
© Hulton Getty



Lady Cynthia Mosley in 1926 wearing her pearls
© Topham Picturepoint



111







113

A pair of diamond pendent earrings

The two old brilliant-cut diamonds, weighing 10.16 and 10.35 carats, suspended from an articulated row of similarly-cut diamonds, *remaining diamonds approximately 4.00 carats total, length 4.5cm*

£150,000 - 200,000

US\$230,000 - 300,000



113

114

A diamond line bracelet, by Rubel Frères, circa 1948

The highly articulated strap composed of channel-set step-cut diamonds slightly graduating in size from the centre, mounted in platinum, *diamonds approximately 39.40 carats total, maker's mark, French export marks, engraved "From France", length 17.3cm*

£80,000 - 120,000

US\$120,000 - 180,000

This bracelet was purchased from Van Cleef & Arpels in London by the vendor's father on 10 August 1948. A copy of the bill of sale from Van Cleef & Arpels is available to view with this lot.



114

115

A diamond single-stone ring

The pear-shaped diamond, weighing 8.97 carats, between tapered baguette-cut diamond shoulders, *ring size M*

£240,000 - 300,000

US\$360,000 - 460,000

Accompanied by a report from GIA stating that the diamond is D colour, VVS1 clarity, type IIa. Report number 1156252723, dated 11 February 2013.

Accompanied by a further report from GIA stating that the diamond is D colour, VVS1 Potential clarity. Report number 1156252723, dated 11 February 2013.



115

116

An art deco diamond bracelet, by Cartier, circa 1935

The highly articulated strap set to the front with a double row of cushion-shaped diamonds, the ten principal diamonds graduating in size from the centre and weighing 2.25, 2.27, 2.45, 2.74, 4.00, 4.01, 4.06, 4.07, 4.55, 4.74 carats, between buckle-shaped links, each set with a single cushion-shaped diamond, weighing 2.45 and 2.48 carats, with a surround of smaller old brilliant and single-cut diamonds, continuing to the back with seven cushion-shaped diamonds and one brilliant-cut diamond weighing 1.30, 1.62, 1.68, 2.22, 2.27, 2.29, 2.42 carats, between courses of smaller similarly cut diamonds, *diamonds approximately 60.00 carats total, one brilliant-cut diamond is a later replacement, signed Cartier London, numbered, length 17.2cm*

£350,000 - 550,000

US\$530,000 - 840,000



116



116

117

A pair of diamond earrings

Each pear-shaped diamond, weighing 8.49 and 8.37 carats, in a six-claw setting, *length 2.5cm*

£100,000 - 150,000

US\$150,000 - 230,000

Accompanied by a report from GIA stating that the diamond, weighing 8.49 carats, is E colour, VS1 clarity. Report number 1156173724, dated 28 December 2012.

Accompanied by a report from GIA stating that the diamond, weighing 8.37 carats, is F colour, VS2 clarity. Report number 1156173728, dated 28 December 2012.



117

An Important Fancy Deep-Blue Diamond

Blue diamonds are extraordinarily rare. Over the past ten years fewer than thirty blue diamonds over five carats have appeared at auction worldwide. If you compare this with the tens of thousands of colourless or “white” diamonds that have been sold in the same period, one can appreciate the excitement the appearance of a previously unrecorded blue diamond generates when it appears on the auction market. The blue diamond offered here, weighs 5.30 carats, and has never been offered at auction before.

The blue colour in the diamond is caused by trace elements of boron, classing it as Type IIb. Boron causes blue diamonds to become semi-conductors of electricity and the blue colour intensifies when the diamond is warm. Type IIb diamonds can also phosphoresce under short-wave UV light and glow red for several seconds.

The famous historic blue diamonds – the Hope, the Wittelsbach-Graff (previously the Wittelsbach) and the Tereschenko – are also Type IIb and are believed to have come from the legendary Golconda mines in India, an area that also yielded diamonds of purest white. Ancient Indian texts describe diamonds of grey to dark blue colour coming from the Pundra area. The common denominator of all Golconda diamonds, whether they are white or of fancy colour, is their high degree of transparency and liquid fire. This diamond certainly possesses these properties. Its flat, antique cut is also suggestive of an alluvial Golconda diamond.

The diamond is mounted in a “Trombino” ring made by Bulgari in the mid 1960s. Bulgari’s appreciation of the beauty and rarity of natural coloured diamonds spurred the firm’s buyers to become active in the Indian market during the 1950s and many ancestral diamonds that had belonged to maharajas and nawabs were bought. Also, during the 1950s, Bulgari purchased a fabulous collection of fancy-coloured diamonds from a French dealer who had been amassing the collection over many years and was justifiably proud of his valuable stock. Bulgari soon began to incorporate these coloured diamonds into contemporary jewels of the finest quality.

Bonhams is privileged to offer such an important antique blue diamond from this period of Bulgari’s production.



118

118

An important fancy deep-blue diamond 'Trombino' ring, circa 1965

The cushion-shaped fancy deep-blue diamond, weighing 5.30 carats, set horizontally within a mount pavé-set with brilliant-cut diamonds and courses of baguette-cut diamonds, *remaining diamonds approximately 2.00 carats total, signed Bulgari, ring size I, Bulgari pouch*

£1,000,000 - 1,500,000

US\$1,500,000 - 2,300,000

Accompanied by a report from GIA stating that the 5.30 carat diamond is fancy deep blue, natural colour, VS2 clarity. Report number 1156118343, dated 30 November 2012.



118



118

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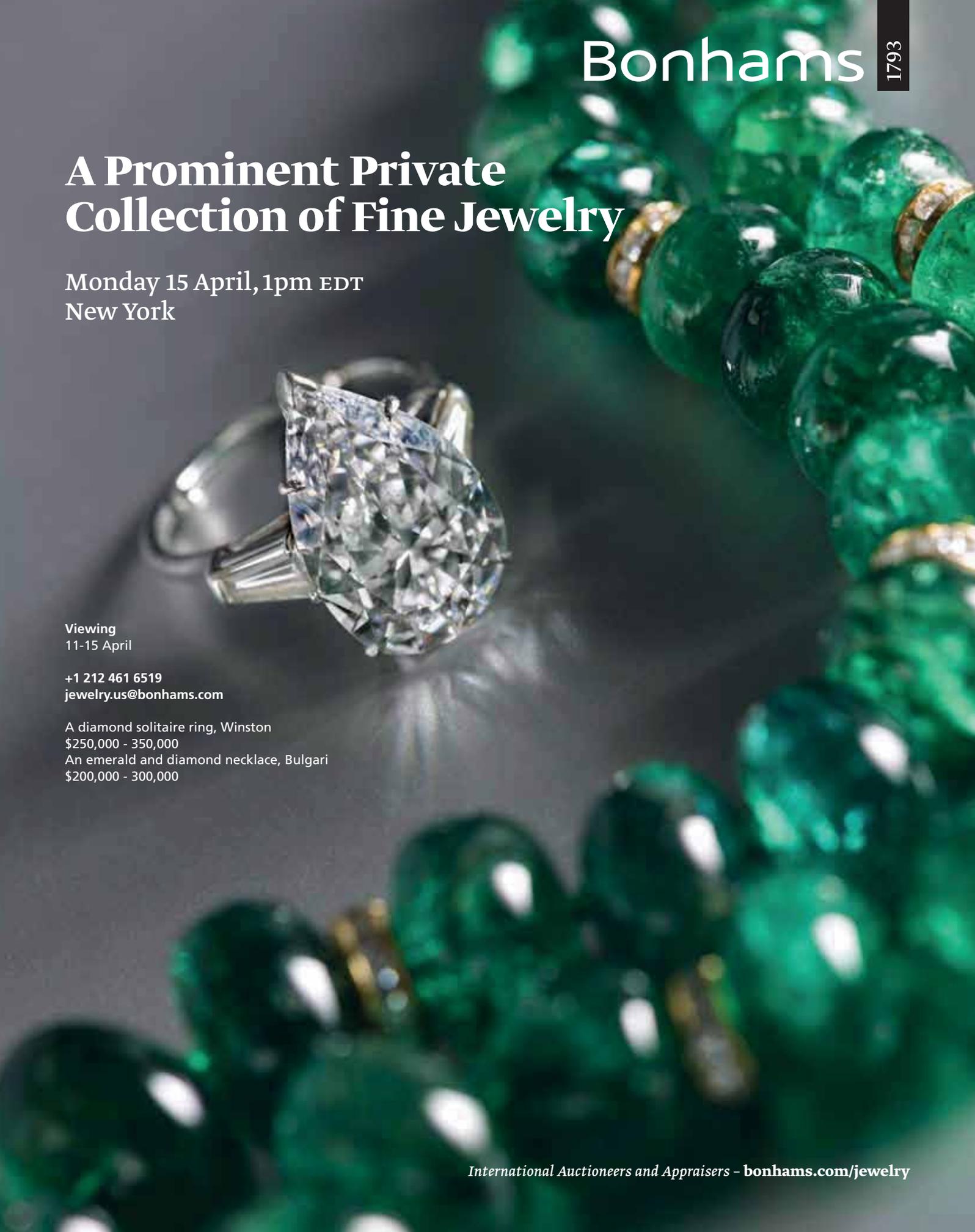
Diamond Grading

Colour

GIA	CIBJO	UK TRADITIONAL
D	Exceptional White +	Finest White
E	Exceptional White	Finest White
F	Rare White +	Fine White
G	Rare White	Fine White
H	White	White
I	Slightly Tinted White	Commercial White
J	Slightly Tinted White	Top Silver Cape
K	Tinted White	Top Silver Cape
L	Tinted White	Silver Cape
M to N	Tinted Colour	Light Cape
O to R	Tinted Colour	Cape
R to Z	Tinted Colour	Dark Cape

Clarity

IF	Internally Flawless	No inclusions and only insignificant surface blemishes when viewed under 10X magnification
VVS1-VVS2	Very, Very Slightly Included	Minute inclusions that are incredibly difficult to see under 10X magnification, generally only visible from the back of the stone and may be removed easily by repolishing
VS1-VS2	Very Slightly Included	Minor inclusions that range from difficult (VS1) to slightly easier (VS2) to see under 10X magnification
S11-2	Slightly Included	Noticeable inclusions that are easy (S11) or very easy (S12) to see under 10X magnification
I1-3	Obvious Inclusions	Obvious inclusions that are easily visible under 10X magnification and in some cases may even be seen without magnification



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A Prominent Private Collection of Fine Jewelry

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Viewing
11-15 April

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A diamond solitaire ring, Winston
\$250,000 - 350,000
An emerald and diamond necklace, Bulgari
\$200,000 - 300,000



Bonhams

1793

Fine Jewellery & Jadeite

Saturday 25 May 2013

Island Shangri-la Hotel, Hong Kong

+852 2918 4321
graeme.thompson@bonhams.com
jewellery.hk@bonhams.com

An important art deco ruby and
diamond necklace, by Cartier,
circa 1925
HK\$3,000,000 – 4,000,000
US\$380,000 – 500,000

Bonhams Hong Kong
Suite 1122, Two Pacific Place
88 Queensway, Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax

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-licencing/> 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 of		
all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	9 THE SELLER'S LIABILITY	waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
9.1 The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
9.3 Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	9.3.1 the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>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> ;	10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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 <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	10.5 If any term or any part of any term of the <i>Contract for Sale</i> 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.
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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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 MISCELLANEOUS	10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8 In the <i>Contract for Sale</i> "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 <i>Contract for Sale</i> .
		10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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*.

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
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	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> .
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1.2	to retain possession of the <i>Lot</i> ;		9.3.1
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		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
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	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	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:
7.1.6	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;	8.1.1	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
7.1.7	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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	The discretion referred to in paragraph 8.1:
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> .	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
		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.
		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
		9.2.2	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
		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> .
		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."

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Greer Adams
+61 2 8412 2222

African and Oceanic Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 207 468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Litsa Veldekis
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

Contemporary Art

U.S.A.
Jeremy Goldsmith
+1 212 644 9656

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
Julian King
+852 2918 4321

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art & Modern Design

UK
Gareth Williams
+44 20 7468 5834
U.S.A.
Sharon Goodman Squires
+1 212 644 9128

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

Deborah Allan
+44 20 7468 8276

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Patti Sedgwick
+61 2 8412 2222

Marine Art

UK
Veronique Scorer
+44 207 393 3962
U.S.A.
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A.
Sharon Goodman Squires
+1 212 644 9128

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
USA
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471
AUSTRALIA
Damien Duigan
+61 2 8412 2232
Automobilia
Toby Wilson
+44 8700 273 619
USA
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616
Automobilia
Adrian Papiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Natural History

U.S.A.
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A.
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A.
Judith Eurich
+1 415 503 3259

Portrait Miniatures

Camilla Lombardi
+44 20 7393 3985

Prints

UK
Rupert Worrall
+44 20 7468 8262
U.S.A.
Judith Eurich
+1 415 503 3259

Russian Art

UK
Sophie Hamilton
+44 20 7468 8334
U.S.A.
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A.
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys, Dolls & Chess

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 207 393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Paul Maudsley
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Carson Chan
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A.
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 207 468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street •
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Tunbridge Wells
Ground Floor
Royal Victoria House
51-55 The Pantiles
Tunbridge Wells, Kent
TN2 5TE
+44 1892 546 818
+44 1892 518 077 fax

Isle of Wight
+44 1983 282 228

Representative:
West Sussex
Jeff Burfield
+44 1243 787 548

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford •
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Henley
The Coach House
66 Northfield End
Henley on Thames
Oxon RG9 2JN
+44 1491 413 636
+44 1491 413 637 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester •
New House
150 Christleton Road
Chester, Cheshire
CH3 5TD
+44 1244 313 936
+44 1244 340 028 fax

Carlisle
48 Cecil Street
Carlisle, Cumbria
CA1 1NT
+44 1228 542 422
+44 1228 590 106 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Southport
33 Botanic Road
Churchtown
Southport
Merseyside PR9 7NE
+44 1704 507 875
+44 1704 507 877 fax

Representative:
Isle of Man
Felicity Loughran
+44 1624 822 875

Channel Islands

Jersey
39 Don Street
St. Helier
JE2 4TR
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh •
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow
176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria - Vienna
Garnisonsgasse 4
1090 Vienna
+43 (0)1 403 00 01
vienna@bonhams.com

Belgium - Brussels
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0)2 736 5076
+32 (0)2 732 5501 fax
belgium@bonhams.com

France - Paris
4 rue de la Paix
75002 Paris
+33 (0)1 42 61 1010
+33 (0)1 42 61 1015 fax
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0)221 2779 9650
+49 (0)221 2779 9652 fax
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
+49 (0) 89 2420 7523 fax
munich@bonhams.com

Ireland - Dublin
31 Molesworth Street
Dublin 2
+353 (0)1 602 0990
+353 (0)1 4004 140 fax
ireland@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 (0)2 4953 9020
+39 (0)2 4953 9021 fax
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Rome
+39 (0)6 48 5900
+39 (0)6 482 0479 fax
rome@bonhams.com

Netherlands - Amsterdam
de Lairessestraat 123
1075 HH Amsterdam
+31 20 67 09 701
+31 20 67 09 702 fax
amsterdam@bonhams.com

Spain - Madrid
Nuñez de Balboa no.4 - 1A
Madrid
28001
+34 91 578 17 27
madrid@bonhams.com

Switzerland - Geneva
Rue Etienne-Dumont 10
1204 Geneva
Switzerland
+41 76 379 9230
geneva@bonhams.com

Representatives:
Greece
Art Expertise
+30 210 3636 404

Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Portugal
Filipa Rebelo de Andrade
+351 91 921 4778
portugal@bonhams.com

Russia
Marina Jacobson
+7 921 555 2302
russia@bonhams.com

NORTH AMERICA

USA

San Francisco •
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California
Central Valley
David Daniel
+1 (916) 364 1645

District of Columbia/ Mid-Atlantic
Martin Gammon
+1 (202) 333 1696

Southern California
Christine Eisenberg
+1 (949) 646 6560

Florida
+1 (305) 228 6600

Georgia
Mary Moore Bethea
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (312) 475 3922
+1 (773) 267 3300

Massachusetts Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

CANADA

Toronto, Ontario •
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina
Daniel Cklamunt
+54 11 479 37600

Brazil
Thomaz Oscar Saavedra
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong
Carson Chan
Suite 1122
Two Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Room A515
F/5 CDB International
Mansion
No. 16 Yongan Dongli
Chaoyang District
Beijing 100022
+86(0) 10 6563 7799
+86(0) 10 6563 7788 fax
beijing@bonhams.com

Japan
Level 14 Hibiya Central Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
tokyo@bonhams.com

Taiwan
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@bonhams.com

AUSTRALIA

Sydney
76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Ormond Hall
557 St Kilda Rd
Melbourne VIC 3004
+61 (0) 3 8640 4088

Representative:
Adelaide
James Bruce
+61 (0) 8 8232 2860

AFRICA

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com



Bonhams

101 New Bond Street
London W1S 1SR
+44 (0) 20 7447 7447
+44 (0) 20 7447 7400 fax