

MASTERPIECES OF BOHEMIAN GLASS

Wednesday 11 December 2013



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MASTERPIECES OF BOHEMIAN GLASS

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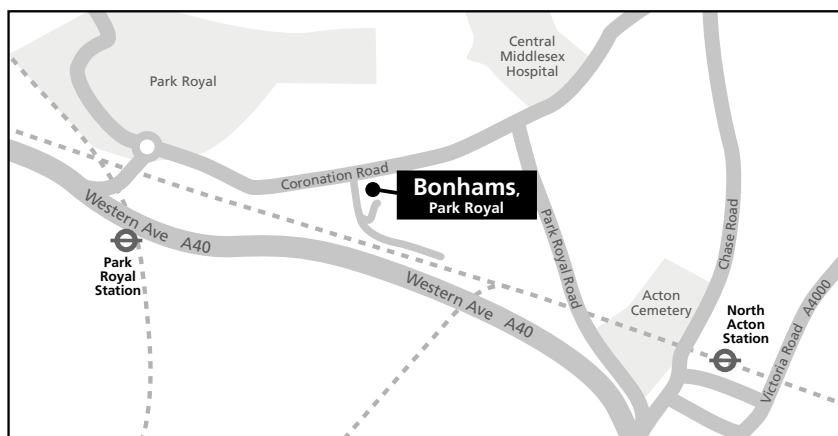
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MASTERPIECES OF BOHEMIAN GLASS

From a private collection

During four decades in the middle of the 19th century, many true masterpieces of glass-making were created in a series of small towns in the north of Bohemia. Meistersdorf and Steinschönau were home to a school of glass engraving that has never been equalled. This sale of a fine private collection tells the story of this remarkable glass and gives a rare opportunity to appreciate the extraordinary quality and workmanship.

Bohemian glass is the epitome of the Biedermeier taste with stark, strong shapes decorated with the finest technical craftsmanship. The shapes were created in the great glass factories of Bohemia, such as the Harrach works in Neuwelt. Friedrich Egermann was a glass artist as well as a brilliant scientist. His discovery of colour-stains meant that stunning goblets could be created. These glass goblets were the blank canvases used by a very special kind of artist. Instead of brushes they used lapidary wheels, to slice, cut and facet, and then delicately engrave the surface of the glass. The artists worked in *Tiefschnitt*, carving away layers of glass to create entire scenes in intaglio.

The decoration of Bohemian glass is dominated by deer hunting, the principal sport of the region. In the 19th century aristocratic visitors from all over Europe combined hunting trips in Bohemia with visits to health spas. During the 'Season', Europe's well-to-do toured the many Spa towns in Bohemia to sample different water cures. At Franzenbad, for example, visitors partook of a popular mud treatment. The spas became meeting places as well as shopping arcades, where Jewellers and other tradesmen opened temporary shops known as 'boutiques'. In Franzenbad spa the glass engraver Dominik Biemann rented one of these boutiques for the duration of the tourist season. In 1840, Austrian Archduke Francis Charles bought two beakers engraved with horses and a hunting scene from Biemann at Franzenbad spa.

When the gentlemen tired of drinking spa water they left their wives to enjoy the shopping while they escaped into the forests and hunted deer and wild boar. Rather than bring back yet another stag's head to mount on the wall, aristocratic hosts presented a different kind of prize to the successful hunters. A Bohemian glass goblet engraved with stags was the perfect hunting trophy.

Dominik Biemann had learnt his skills from Franz and Joseph Pohl at the Harrach works in Neuwelt. The Pohls had made the old German art of glass engraving fashionable once more.

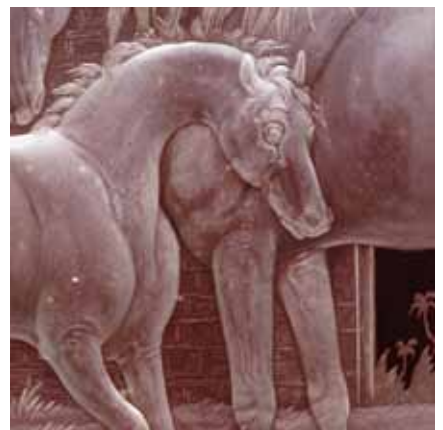
Biemann worked exclusively in clear glass, but the Age of Romanticism brought with it a desire for colour. Friedrich Egermann, responded with endless experiments. Solid coloured glass wasn't suitable for engraving as fine carving didn't show up. What was needed was a thin layer of richly coloured glass that could be applied on the surface only. In 1818 Egermann invented an amber-coloured stain made from silver chloride. He followed this with a ruby-coloured stain made using copper rather than gold. This was perfected around 1832.

Without signatures, it is possible to identify only a few of the master engravers responsible for the glass in this sale. Three exceptional goblets are signed by August Böhm who excelled at carving figures on horseback and is the acknowledged master of the genre. Böhm was the best of the engravers from Meistersdorf where he married in 1833 but he left his wife and children to travel to Britain and America seeking his fortune. In spite of exhibiting his masterpieces around the world, he returned to Meistersdorf where he died penniless.

Karl Pfohl from Steinschönau was more successful, specialising in carving horses in coloured glass. A number of beakers in this sale can be attributed to his hand. When he died, Pfohl's obituary noted that 'he was not able to acquire a high standing as an artist during his lifetime.... but one day establishments will purchase his work and pay its weight in gold'.

Glass engravers from Meistersdorf and Steinschönau exhibited in Paris, winning medals at the Exposition Universelle in 1855. Other Bohemian makers had also shown their glass at the 1851 Great Exhibition in London. The display at the Crystal Palace also featured fine engraved glass made in England by Bohemian emigrants. Revolution in the Austrian Empire in the 1840s led many craftsmen including August Böhm to seek work in Britain and the United States. After dominating the field for four decades, by the 1870s Bohemia had lost the lead in the making of engraved glass.

Bonhams is delighted to be able to present for sale a unique collection of some of the best Bohemian goblets from this golden age of engraved glass. Displayed in our new salerooms in New Bond Street, the work of Karl Pfohl and his contemporaries is given the recognition it deserves.





1

1

A BOHEMIAN BLUE-OVERLAY BEAKER, CIRCA 1850-70

Of waisted shape with a cobalt blue overlay ground lightly frosted and cut with Gothic motifs and lenses, the front panel engraved in shallow cameo with a seated hunter holding a rifle, his dog at his side, *12.3cm high*

£750 - 1,000

€890 - 1,200



2

2

A BOHEMIAN BLUE-OVERLAY BEAKER, CIRCA 1845-60

Of trumpet shape on cushioned base cut with a band of printies, engraved with three Turkish horsemen surprised by a ferocious dog, the scene flanked by rocks and palm trees, the reverse with a panel of seven viewing lenses, *12.8cm high*

£1,000 - 1,500

€1,200 - 1,800

The same subject is engraved on a beaker in the Biemann Collection, see Klesse and von Saldern, *500 Jahre Glaskunst* (1978), p.275, fig.246



3

3

A BOHEMIAN CAMEO GLASS BEAKER, CIRCA 1850-70

Of waisted shape overlaid in cobalt blue, the base with a band of trefoil leaves, carved in shallow cameo relief in the manner of Karl Pfohl, with a stag in a continuous landscape, the crossed trunks of trees on the reverse, *12.5cm high*

£1,000 - 1,500

€1,200 - 1,800



4

4

A BOHEMIAN BLUE-OVERLAY CAMEO BEAKER, CIRCA 1850-70

Of campana shape on a spreading foot cut with ovals and beading, carved in the manner of Karl Pfohl, in shallow cameo on a frosted ground with a resting stag, the reverse with a panel of seven viewing lenses, *13.4cm high*

£1,000 - 1,500

€1,200 - 1,800



5

A BOHEMIAN CAMEO RANFTBECHER ATTRIBUTED TO KARL PFOHL, STEINSCHÖNAU, DATED 1853

Of elegant trumpet shape rising from a panel-cut base, overlaid in cobalt blue, the front with a tear-shaped panel carved in shallow cameo relief with a stag standing in a landscape, the ground cut and intaglio engraved with trailing vines, the reverse with a small lens engraved with the souvenir inscription '*Erinnerung an Teplitz 1853*', 12.2cm high

£3,000 - 4,000

€1,800 - 2,400





6

6

A BOHEMIAN BLUE CAMEO BEAKER ATTRIBUTED TO KARL PFOHL, STEINSCHÖNAU, CIRCA 1850-70

Of bell shape on a scalloped footrim, overlaid in cobalt blue and carved in shallow cameo with a circular panel of a horse, the ground intaglio-engraved with fruiting vines flanking a group of seven viewing lenses, 11.5cm high

£1,200 - 1,800
€1,400 - 2,100



7

7

A BOHEMIAN CAMEO RANFTBECHER ATTRIBUTED TO KARL PFOHL, STEINSCHÖNAU, CIRCA 1850-60

Of sharply tapering shape overlaid in cobalt blue, the spreading base cut with panels and printies, carved in shallow cameo relief with a rearing horse, a small fence and a palm tree behind, the reverse with a viewing lens, 13.5cm high

£1,200 - 1,800
€1,400 - 2,100

Provenance

The Rinceaux Collection, sale at Sotheby's 18 December 2001, lot 148

For a goblet carved in a very similar technique see Georg Höttl, *Das Böhmische Glas 1700-1950*, vol.3, Historismus, p.67, fig 111.73



8

BOHEMIAN CAMEO-ENGRAVED BLUE-OVERLAY GOBLET, CIRCA 1850-60

Possibly by Karl Pfohl, Steinschönau, the round funnel bowl overlaid in deep cobalt blue and cut and engraved through to the clear glass with a gentleman cradling his child, after Theodore Hildebrand, the reverse with four oval panels of gothic style scrollwork, on a slender octagonal knopped stem and spreading foot cut with oval windows, 28.1cm high

£1,200 - 1,500

€1,400 - 1,800

Provenance

With Glass Gallery Michael Kovacek, Vienna
The Hida Takayama Museum of Art, Japan,
Sotheby's 17 December 2003, lot 59
The Chris Crabtree Collection, sold in these rooms
19 May 2010, lot 142

Literature:

Michael Kovacek, *Glass of Five Centuries* (1990),
p.213, no.160
The Hida Takayama Museum of Art, catalogue,
illustrated p.69, no.H.045

The panel is a copy of 'The Warrior and his Child' painted in 1832 by Theodore Hildebrand (1804-1874). The original is now in the Kunstmuseum, Düsseldorf. See G.Pazaurek, *Gläser der Empire und Biedermeierzeit* (1923), pp.67ff and W.Spiegel, *Glas des Historismus* (1980), p.205



9

9

A BOHEMIAN GOBLET AND COVER, CIRCA 1830-40

The cup shaped bowl with heavily embossed panels picked out in amethyst-stain, the main panel engraved with the Three Fates, Asclepius holding a caduceus and stopping one of the Fates cutting the twine from a distaff, inscribed above '*Eile, mo die Parze drogt!*', the reverse with a viewing lens, on a hexagonal collar and spreading stem, the scalloped foot elaborately cut underneath with amethyst-ground panels of diaper patterns, the cover with deeply cut gadroons also stained in amethyst, 27.8cm high (2)

£1,000 - 1,500
€1,200 - 1,800

A related goblet also depicting the Three Fates is illustrated by Gustav Pazaurek and E von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p.42, pl.25



10

10

A BOHEMIAN COMEIO BEAKER ATTRIBUTED TO KARL PFOHL, STEINSCHÖNAU, DATED 1866

Overlaid in cobalt blue, of campana shape on a spreading foot cut with ovals and trefoils, cut and engraved in shallow cameo with a dog standing on the forked branches of foliate scrollwork, a lens on the reverse engraved with the date 6/2/1866, 16.8cm high

£1,200 - 1,800
€1,400 - 2,100

A tall goblet with cameo work including closely related scrollwork attributed to Karl Pfohl, is in the Passauer Glasmuseum, illustrated by Georg Höttl, *Das Böhmisches Glas 1700-1950*, vol.3 Historismus, p.68, fig.76. Other similar pieces have been attributed to Franz Zach, including a goblet in the Rinceaux Collection, Sotheby's 18 December 2001, lot 160



11 (detail)

11

A BOHEMIAN CAMEO GLASS STANGENGLAS, CIRCA 1850-60

The tall cylinder tapering slightly and raised on a panelled spreading foot, overlaid in deep ruby and cut, etched and engraved back to the clear frosted ground beneath, a group of carousing revellers seated among casks, vines and fruit festoons, surmounted by a further figure astride a barrel, a banner inscribed *Gott erhalte uns junges Blut und alten Wein*, the reverse with a viewing lens between tall vines, 33.5cm high

£2,000 - 3,000

€2,400 - 3,600

Two other 'pole-goblets' of related shape and colour are recorded with the signature of Carl Günther, 1862. These were exhibited by Glass Gallery Michael Kovacek, *Glass of Five Centuries* (1990), figs.232-232. The present lot appears to be by a more accomplished hand, however, and while it may be a later production by Carl Günther, it is also possible this is the work of Franz Paul Zach





12

**A LARGE BOHEMIAN BLUE-OVERLAY
GOBLET, CIRCA 1850**

With cameo and Rock Crystal style engraving, overlaid in rich cobalt blue and cut through to the clear glass with two large circular reserves, the primary panel wheel-cut and engraved with John the Baptist preaching in the wilderness, the saint seated on a rock and gesturing to heaven, a large audience of figures on the river bank behind listening intently, framed with foliate acanthus scrollwork cameo-carved through different layers, the reverse panel cut with seven circular printies in a blue panel intaglio-carved with further scrollwork, *44.5cm high*

£2,000 - 3,000

€2,400 - 3,600

13

A BOHEMIAN BLUE-OVERLAY AND CAMEO CUT JUG AND MATCHING TANKARD, ATTRIBUTED TO FRANZ PAUL ZACH, MUNICH, CIRCA 1850-70

The water jug of pear shape with a high loop handle, the body with four cameo panels, one carved with an armoured knight, the other three all with the armorial device of a crutch crossed by a torch, the tapering mug with the same panel of a knight in cameo, the ground with Gothic ornament in cobalt blue cut through to the frosted clear glass layer beneath, *jug 29cm high, tankard 17.5cm high (2)*

£2,000 - 3,000

€1,400 - 2,100

A tall goblet with the same figure of a knight, attributed to Franz Paul Zach, is in the Passauer Glasmuseum, illustrated Georg Höltl, *Das Böhmisches Glas 1700-1950*, vol.3 Historismus, p.181, fig.233





15 (detail)



14

A SILVER AND PORCELAIN-MOUNTED BOHEMIAN GLASS TANKARD, ATTRIBUTED TO FRANZ PAUL ZACH, MUNICH, DATED 1838

In Rock Crystal style, the clear glass cylindrical tankard deeply wheel cut and engraved in *Tiefschnitt* with a continuous forest scene, three deer resting in a clearing surrounded by dense forest trees and towering rockwork, mounted with a silver cover set with a painted porcelain plaque with the head of a young woman looking out from the shawl pulled tightly around her shoulders, the silver thumbpiece modelled as the trophy head of a deer, 19.5cm high overall, silver marks of an angel and 38 for Munich 1838, maker's mark EW

£3,000 - 4,000

€3,600 - 4,800

A related tankard signed by Zach is illustrated by Walter Spiegl, *Glas des Historismus* (1980), p.191, fig.226. Another tankard is illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.302, fig.340.

15

A VERY FINE PAIR OF BOHEMIAN CLEAR GLASS GOBLETs AND COVERS, CIRCA 1840-50

The bases of the bowls and the edges of the pagoda covers deeply cut with petal lobes, the octagonal spreading bases also deeply lobed and with fine diamond and fan cutting underneath, the cylindrical bowls finely engraved with panoramic woodland scenes, mature leafy trees alternating with groups of stags and deer, 45cm high (4)

£12,000 - 18,000

€14,000 - 21,000



15



16

16
A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1840-60

Of eight-sided campana form on a baluster stem and panelled and scalloped foot, the wide cover also scalloped at the rim, reserved with a circular panel engraved with a horse startled by a barking dog, palm trees in the distance, the reverse with a panel of seven lenses, 46.8cm high (2)

£2,000 - 3,000
 €2,400 - 3,600



17

17
A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1850-70

Of ten-sided shape on a baluster stem and domed foot with petal-cut footrim, the pagoda cover engraved with a band of vines, the campana bowl engraved with a continuous woodland scene with a mounted huntsman and hounds pursuing a stag, 59.5cm high (2)

£5,000 - 7,000
 €5,900 - 8,300



18

18

A LARGE BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1840-60

The twelve-sided campana shape with a scalloped frill at the base of the bowl, on a knopped stem and scalloped foot cut with a star underneath, the domed cover with a substantial cut finial, the bowl set with six octagonal panels, each engraved with a sporting vignette, one panel with a horse and a dog, another with deer, the others including sporting dogs and game birds, *56cm high (2)*

£5,000 - 7,000

€5,900 - 8,300



19

19

A BOHEMIAN RUBY-TINTED GOBLET AND COVER, CIRCA 1840-60

the tapering bowl with a petal-shaped frill at the base, on a knopped faceted stem and scalloped foot cut with a starburst underneath, the cover also with a petal-cut rim, the large reserved panel engraved with a stag caught by a pack of hounds in a forest clearing, *49cm high (2)*

£3,000 - 5,000

€3,600 - 5,900



20

AN IMPRESSIVE PAIR OF BOHEMIAN AMBER-STAINED GOBLETs AND COVERS, CIRCA 1840-60

With eight-sided spreading feet and pagoda-shaped covers edged with deeply-cut scallops, the beaker-shaped bowls set with large circular panels both wheel-engraved with a stag standing proudly, other deer among woodland in the distance, the reverse of the bowls with a panel of seven viewing lenses flanked by further smaller panels of hunting dogs and a hare, the covers and bases also engraved with borders of continuous woodland with further deer and dogs, 64.5cm high (4)

£15,000 - 20,000

€18,000 - 24,000







21

A BOHEMIAN RUBY-STAINED GOBLET, CIRCA 1840-50

Possibly by August Böhm, Meistersdorf, with a funnel shaped bowl on an octagonal baluster stem and spreading foot cut with barbs at the rim, the bowl with a large panel wheel-cut and engraved with a Hussar on a rearing horse, the animal startled by a wild boar running out from the surrounding woodland, the officer aiming a pistol at the running boar, the reverse of the bowl with a viewing lens and various scrollwork borders and motifs engraved through the ruby to the clear glass underneath, 34.5cm high

£1,500 - 2,000

€1,800 - 2,400



22

A BOHEMIAN RUBY-STAINED AND GILDED GOBLET AND COVER, CIRCA 1840-60

Of small size in very dark red all over, the octagonal beaker-shaped bowl with a reserved panel finely engraved with a cavalry officer, the reverse with seven viewing lenses, one cut with the initials S C, the remainder of the ground with rich raised-gold scrollwork and enamelled flower sprigs, 28.5cm high (2)

£2,000 - 3,000

€1,400 - 2,100

An identical figure subject is engraved on a goblet in the Passau Glasmuseum, see Georg Höltl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.124, fig.164, where it is suggested this is the work of Emanuel Hoffmann, Carlsbad. The engraving is from the same print source as a beaker depicting Marschall Josef Poniatowski illustrated by Baumgärtner (1981), no.294



23



24 (detail)

23

AN EXCEPTIONAL BOHEMIAN AMBER-STAINED GOBLET AND CROWN COVER, CIRCA 1850-70

The cover remarkably formed as a coronet or crown with pierced panels of hobnail-cut diaper pattern pierced in between, surmounted by an orb forming the finial, the cup-shaped body with a rectangular panel engraved with an aristocratic hunting party hunting deer in the Highlands, two smartly-dressed gentlemen standing by their horse with attentive hounds, all watching three gillies displaying a shot stag, the gillies wearing highland dress with kilts, the reverse of the bowl with further diaper pattern panels and a viewing lens within a sunburst, raised on an eight-sided spreading stem deeply cut at the base and underneath with fan-shaped barbs, 41cm high (2)

£7,000 - 10,000

€8,300 - 12,000

For an amber-stained goblet of this same, most impressive shape see John Sandon, *Antique Glass* (1999), p.107. A crown cover of related shape occurs on a goblet engraved by Dominik Biemann with a portrait of Archduke Franz Karl, see Paul von Lichtenberg, *Glasgravuren des Biedermeier*, p.119, fig.88. According to Michael Kovacek, *Glass of Five Centuries* (1990), p.188, crown-shaped covers were a speciality of the Harrachov glassworks

24

A PAIR OF BOHEMIAN PART-AMBER-STAINED GOBLETS AND COVERS PROBABLY BY AUGUST BÖHM, MEISTERSDORF, CIRCA 1840-50

Variously cut with facets and pillar flutes, some heightened with amber stain, the undersides of the scalloped feet with star cutting alternately stained in amber and left clear, the ovoid bowls with a single reserved panel, one engraved with a Janissary holding the reins of a spirited horse, the other with a hunting scene with a horseman and hounds surrounding a stag, 38cm high (4)

£6,000 - 8,000

€7,100 - 9,500

An identical figure of a Turk with his horse is engraved on a goblet in the Passau Glasmuseum, signed by August Böhm, see Georg Hötl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.125, fig.166. See also p.126, figs.168-169 for two other goblets with the same subject in reverse, one attributed to August Böhm, the other probably by Eduard Pelikan



24





25



26

25

A LARGE AMBER-STAINED GOBLET AND COVER FOR THE AMERICAN MARKET, CIRCA 1850-70

Of elegant chalice form entirely cut with broad flutes and facets, the edge of the foot and rim of the cover neatly milled and with a spire finial, the octagonal funnel shaped bowl with a circular reserve engraved with a portrait of George Washington, his head in profile, 72cm high (2)

£6,000 - 8,000
€7,100 - 9,500

26

AN UNUSUAL BOHEMIAN PALE RUBY-STAINED GOBLET AND COVER, CIRCA 1850-70

The stem and foot, rim of the cover and finial all cut with fluted panels and printies in various sizes, the bucket-shaped bowl with a circular reserve on both sides, one engraved with two stags fighting, the other with a stag and doe, the cover with a continuous frieze of deer pursued by hounds, 63cm high (2)

£6,000 - 8,000
€7,100 - 9,500

A goblet of similar form and colour, signed 'Görner', is illustrated by Jo Marshall, *Glass Source Book* (1991), p.106, fig.2

27

A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1845-60

Of campana shape on a tall facet-cut stem and scalloped foot, the spire cover edged with petal lobes and engraved with bands of vines, the bowl engraved with a continuous scene with two fine stags among trees, one stag wading in the shallow water at the edge of a lake, a border of scrollwork engraved at the rim, 62cm high (2)

£4,000 - 6,000
€4,800 - 7,100

For another example of the same subject, design and form in the Rheinbach Glass Museum see Günter Irmischer, *Glasmuseum Rheinbach, Glas, Bestandskatalog 1* (1988), p.174, fig.196. See also Jo Marshall, *Glass Source Book* (1991), p.115, fig.6



27



28

AN IMPORTANT BOHEMIAN RUBY-STAINED GOBLET AND COVER BY AUGUST BÖHM, MEISTERSDORF, CIRCA 1840

The eight-sided spreading foot and pagoda-shaped cover edged with deep petal-cut lobes, the rounded funnel bowl set with a large chamfered square panel deeply wheel-cut and engraved, an equestrian hunting party pursuing a bear has been attacked by a lion, a Germanic king and two Moorish or Turkish companions remain on horseback, one of the turbaned figures trying to control an injured horse, another man fighting on foot while three further figures lie mortally injured or slain, signed beneath the panel A Böhm, the reverse of the bowl with a framed viewing lens within borders of scrolling foliage engraved through the red stain, the cover further engraved with a border of vines, 76cm high (2)

£6,000 - 10,000

€7,100 - 12,000



28 (detail of interior)





29

A PAIR OF BOHEMIAN PART-RUBY-STAINED GOBLETS AND COVERS ATTRIBUTED TO ANTON HEINRICH PFEIFFER, CARLSBAD, CIRCA 1835-45

Raised on heavy clear octagonal stems and scalloped feet cut with starbursts underneath, the bucket-shaped bowls set with ruby-stained circular panels, finely engraved, one with the Madonna and Child with Saints Sixtus and Barbara after Raphael's Sistine Madonna, the other with the Resurrection, the reverses with further ruby panels cut with multiple viewing lenses, 36cm high (4)

£2,000 - 3,000

€2,400 - 3,600

A beaker with the same subject of The Resurrection, attributed to Anton Heinrich Pfeiffer, is illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.281, fig.312a.

30

A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1840-50

The faceted ovoid bowl in clear glass with a reserved amber-stained panel engraved with the Descent from the Cross, the reverse with a circular panel cut with nine viewing lenses, on an amber octagonal collar and clear spreading stem, the scalloped foot cut with radiating flutes alternately stained in amber, the cover entirely stained amber, 29cm high (2)

£1,500 - 2,000

€1,800 - 2,400

The Deposition or Descent from the Cross was a popular subject in North Bohemia. Examples by Dominik Biemann and Franz Hansel are illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp.52 and 249



30





31

AN IMPORTANT AND MASSIVE PAIR OF BOHEMIAN CLEAR-GLASS GOBLETS AND COVERS, CIRCA 1850-70

Possibly by Johann F. Hoffmann, Carlsbad, the fluted funnel bowls finely engraved, both with three equestrian subjects, a turbaned figure holding the reins of a spirited horse, another Arab riding a prancing horse, viewed from the rear, and a group of a rearing stallion with a playful mare, the subjects divided by trees, 81.5cm (4)

£40,000 - 60,000

€48,000 - 71,000



32

32

A BOHEMIAN RUBY-STAINED AND GILT GOBLET AND COVER, DATED 1861

Of octagonal campana shape on a knopped and spreading octagonal stem, the pagoda cover with a spire finial, the bowl divided into three panels with an engraved presentation inscription *Das erste Glas unser'm Chormeister und Gemidmet von den ausubenden Mitgliedern des Liesinger: Gelang vereins*, together with a lyre motif and initials J A 1861, the remainder of the goblet with bright gold borders of various scrollwork, 43.7cm high (2)

£2,000 - 3,000

€2,400 - 3,600

Provenance

Presented to Johann Achter (1834-1900), who worked as a teacher in Liesing, Vienna and served as choirmaster. His photograph is included with this lot

33

A HIGHLY DECORATIVE BOHEMIAN RUBY-STAINED AND GILT GOBLET AND COVER, CIRCA 1840-60

In the *Historismus* taste inspired by early German metalwork, the octagonal campana bowl lavishly gilded with strapwork and foliate scrolls suspended from goats' heads, the knopped and gadrooned base and stem with various gilded designs, the cushioned cover with further intricate gilded scrollwork and a tall bottle-shaped finial, 42cm high (2)

£5,000 - 8,000

€5,900 - 9,500

34

AN UNUSUAL BOHEMIAN ENAMELLED GOBLET AND COVER, PROBABLY WORKSHOP OF FRIEDRICH EGERMANN, CIRCA 1840

The octagonal tulip-shaped bowl raised on a spreading petal cut foot, the wide pagoda-like cover also with a petal-cut rim, stained all over in deep amber, the bowl enamelled in colours with an individual Chinoiserie figure on each panel, the cover painted with sprigs of different alpine flowers, 62cm high (2)

£3,000 - 5,000

€3,600 - 5,900

For various pieces enamelled with Chinoiserie figures, attributed to Friedrich Egermann, see Georg Höltl, *Das Böhmisches Glas 1700-1950* vol.2, Empire-Biedermeier, pp.136-7, figs. 185-189, also Michael Kovacek, *Glass of Four Centuries* (1985), p.247, fig.40, the Chinoiserie painting attributed to Carl von Scheidt



32 (photograph of Johann Achter, included with this lot)



33



34



35

**35
A BOHEMIAN AMBER-STAINED HUNTING GOBLET AND COVER, CIRCA 1840-50**

With an eight-sided ovoid bowl on a stepped octagonal base and spreading foot deeply scalloped at the rim and with a fancy star-cut underside, the cover unusually formed as a coronet or crown with an orb finial, engraved around the bowl with a continuous landscape frieze including two figures of sportsmen with their dogs flushing out game birds, the cover with a similar continuous frieze including dogs and a deer, *40cm high (2)*

**£3,000 - 4,000
€3,600 - 4,800**



36

**36
A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1850-70**

Of ten-sided campana shape, the conical cover and spreading foot also ten-sided, the amber ground wheel engraved with intricate patterns of rococo scrollwork, the reserved oval panel engraved with deer in woodland, *44.5cm high (2)*

**£2,500 - 3,500
€3,000 - 4,200**

37

**A BOHEMIAN PART AMETHYST-STAINED
GOBLET AND COVER, CIRCA 1840-50**

The bowl carved with four panels of scallop shells cut in amethyst through to clear glass and heightened with gold foliate scrollwork, the base of the bowl with a wide petal-cut frill, on an octagonal knopped stem and heavy round foot cut underneath with a radiating fan pattern in manganese and clear, the pagoda cover with a pointed finial, also striped in amethyst and with raised gold scrollwork, 37.3cm high (2)

£2,500 - 3,500

€3,000 - 4,200





38

38

A BOHEMIAN PART RUBY-STAINED GOBLET AND COVER, CIRCA 1835-40

Of campana or bell shape on a baluster stem and eight-sided scalloped foot, the high pagoda-shaped cover edged with petal-cut lobes, the waisted bell bowl with a large chamfered rectangular panel wheel-cut and engraved with a Turk on horseback aiming his gun at a wolf, in a desert setting with palm trees, the clear glass ground 'flushed' or painted in deep ruby stain with interlocking acanthus leaf scrollwork, a viewing lens cut among further ruby scrollwork on the reverse of the bowl, 53cm high (2)

£5,000 - 7,000

€5,900 - 8,300

39

A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1850-70

With a plain funnel-shaped bowl wheel-cut and engraved all around with three stags in a forest, a river among the trees on the reverse, on a faceted baluster stem and spreading petal-cut foot, the pagoda cover engraved with a band of vines, 57.5cm high (2)

£4,000 - 6,000

€4,800 - 7,100

40

A TALL BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1845-60

With a funnel-shaped bowl on a tall stem with a faceted knop and eight-sided scalloped foot, the pagoda cover with a petal-shaped rim and spire finial, the bowl engraved all around with a stag fighting with a pack of wolves, among massive trees, 67cm high (2)

£4,000 - 6,000

€4,800 - 7,100



39



40



41

**A BOHEMIAN RUBY-STAINED GOBLET
AND COVER PROBABLY BY KARL PFOHL,
STEINSCHÖNAU, CIRCA 1850-60**

Of campana shape on a tall, facet-cut multi-knopped stem and domed scalloped foot, the spire cover with a milled rim, the large octagonal reserved panel finely wheel-cut and engraved with horses, a mare and foal standing together inside a stable, their feeding trough and straw rack at one side, the brickwork of the walls and wood-grain of the timber panelling depicted with intricate detail, ivy growing around the open doorway which is left picked out in ruby stain, the reverse with a panel of seven lenses surrounded by engraved foliate scrollwork, further leaf scrolls engraved on the cover, 58cm high (2)

£4,000 - 6,000

€4,800 - 7,100





42



42 (detail)



42 (detail)

42

A FINE PAIR OF BOHEMIAN GOBLETS AND COVERS, CIRCA 1840-60

Possibly by Franz Hansel, Rodowitz, in clear glass, the campana shaped bowls with deeply-cut petal-shaped frills at the bases, the octagonal covers and spreading feet also petal-shaped, the bowls cut with chamfered rectangular panels both engraved with two figures in Turkish costume on horseback, one holding a lance, the other controlling his rearing horse, 44.5cm high (4)

£8,000 - 12,000

€5,900 - 8,300

43

A BOHEMIAN BEAKER AND SILVER COVER ATTRIBUTED TO FRANZ HANSEL, RODOWITZ, DATED 1839

In clear glass cut with pillar flutes with central lenses or printies, the circular panel finely engraved with a Turk on a galloping horse, his sword outstretched in front and his head turned to look back as he charges, landscape with mountains in the distance, the silver cover with borders of shells and diaper, ball finial, with silver marks for Prague, 1839, 17.7cm high overall, the beaker 13.7cm without the cover (2)

£1,000 - 1,500

€1,200 - 1,800

A beaker with an almost-identical engraved panel is illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.252, fig.270, here attributed to Franz Hansel.

The same subject is also engraved on a goblet in the Passau Glasmuseum, see Georg Höttl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.126, fig.170. The catalogue suggests this is engraved by August Böhm. See also lot 50 in this sale for the same subject on an amber-stained goblet. Paul von Lichtenberg, op cit, p.251 refers to two other pieces with this subject offered in Dr Fischer's auctions in Heilbronn in 1990 and 1999. A further covered beaker in the Corning Museum is illustrated by Walter Spiegl, *Biedermeier-Glaser* (1981), p.82, fig.81



43



44

**A PAIR OF BOHEMIAN ENAMELLED TOPOGRAPHICAL
GOBLETs AND COVERS, CIRCA 1835-40**

With cylindrical ruby-stained bowls with deeply-cut petal-shaped frill bases, above octagonal stems with cut clear collars and ruby-stained scalloped feet, the pagoda covers part ruby-stained and also with deeply cut petal rims, the bowls both set with a rectangular panel painted in opaque-white and richly gilded with titled views in Hamburg, the city scenes featuring the *Baumhaus* and the *Alster Arcade und Jungferntig*, the reverses cut with a viewing lens, the pale ruby ground richly gilt with birds among branches hung with blue-enamelled berries and golden foliage, with other borders of gilt scrollwork, 41.5cm high (4)

£6,000 - 8,000
€7,100 - 9,500

The views in Hamburg are closely related to a series of etchings by Anton Radl published about 1825. Most topographical views on Bohemian glass were cut by engravers to supply a thriving tourist trade. Enamelled and gilded views are rarely seen, especially on larger presentation goblets. A goblet gilded with views in Carlsbad is in the Passau Glasmuseum, see Georg Hötl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.178, fig.263

45

**A BOHEMIAN RUBY-TINTED PRESENTATION
GOBLET AND COVER, DATED 1841**

The campana-shaped bowl with a rectangular reserve wheel-cut and engraved with a tiger hunt, a mounted hunter spearing a tiger surrounded by a baying pack of hounds, towering rocks behind, the remaining panels cut with ovals engraved with a series of names and dated, *Bernhard Graf Maussenville, Curt von Wilche, Eduard von Habe, am 13 den Oktober 1841 Ihrem Max*, on an eight-sided scalloped foot and with a heavy cover cut with oval bosses, 42cm high (2)

£2,000 - 3,000
€2,400 - 3,600



45 (detail)







47

46

A PAIR OF BOHEMIAN AMBER-STAINED GOBLET AND COVERS, CIRCA 1850-70

With plain campana bowls on octagonal bases with tapering stems and petal-cut feet, both engraved with continuous woodland scenes with large stags and does flanked by spreading trees, one stag attacked by a wolf, the spire covers and spreading feet all engraved with borders of vines, *53cm high* (4)

£6,000 - 8,000

€7,100 - 9,500

47

A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1850-70

Of campana shape with a domed cover, all cut with ten broad vertical flutes, on a centre-knopped stem and petal-cut foot, the large reserved panel engraved with an unusually-detailed hunting scene, numerous riders and their pack of hounds cornering a stag beneath a precipice, *42cm high* (2)

£3,500 - 4,500

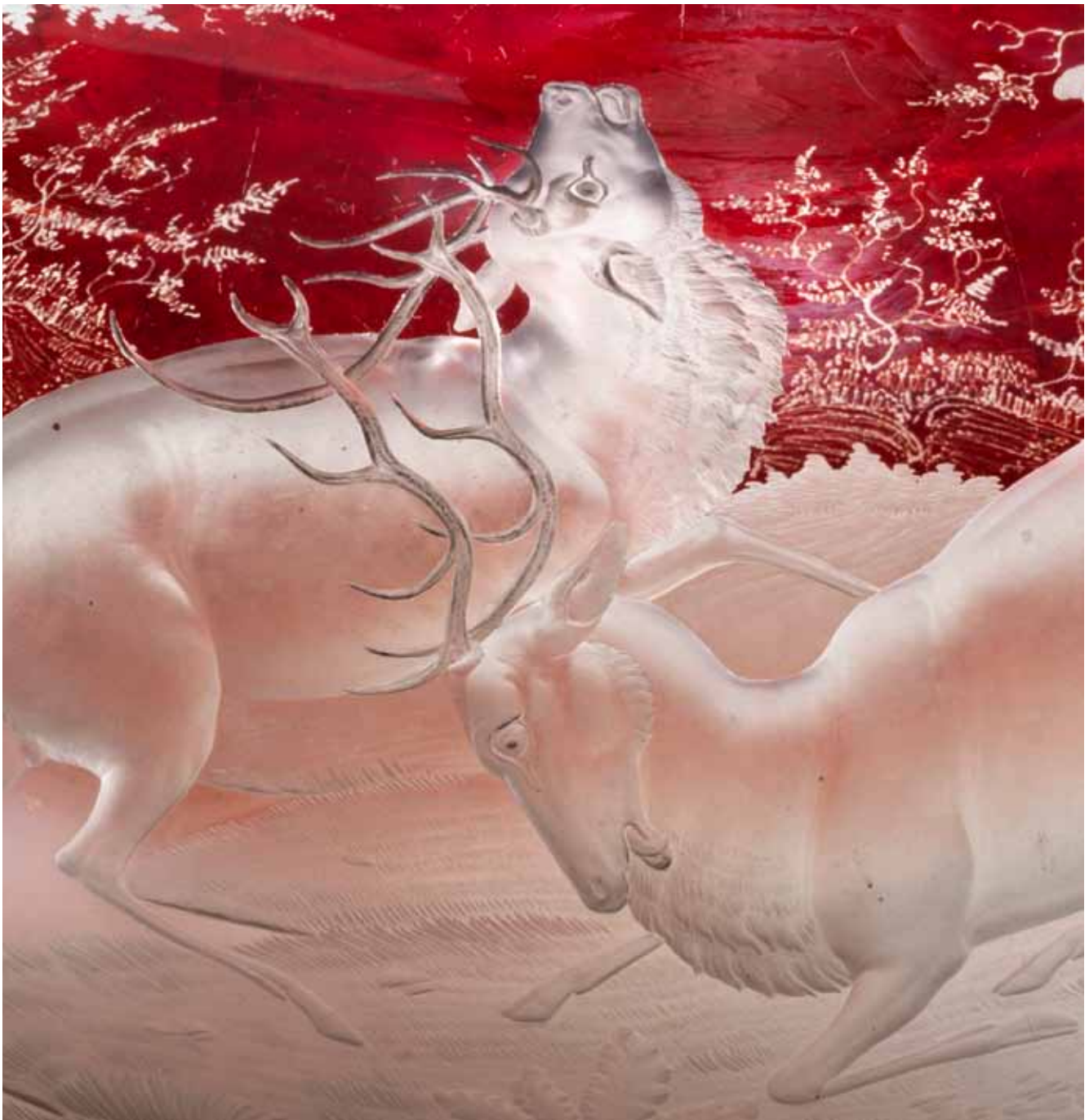
€4,200 - 5,300

This remarkably detailed panel is possibly the work of Franz Anton Pelikan, Meistersdorf



47 (detail)





48

A MASSIVE BOHEMIAN RUBY-STAINED BOTTLE VASE, CIRCA 1850-60

With a round onion shaped body and tall trumpet neck, deeply wheel-cut and engraved with a continuous forest scene with two rutting stags, a further stag standing by a resting doe and a younger stag grazing, a single massive tree encircling the neck with leafy branches all around as high as the rim, 70cm high

£10,000 - 15,000

€12,000 - 18,000



49

**A PALE RUBY-STAINED GOBLET AND COVER
BY AUGUST BÖHM, MEISTERSDORF OR
POSSIBLY ENGLAND, CIRCA 1850**

Of campana or bell shape, the bowl stained in pale ruby or cranberry with pillar fluting all around, the front panel finely engraved with a Turkish figure standing and holding the reins of his horse, a distant tent and palm trees, signed below the panel 'A Böhm', raised on a clear glass stem and scalloped foot, the fluted domed cover in pale ruby with a clear finial, 35cm high (2)

£5,000 - 7,000

€5,900 - 8,300



49 (detail)

50

**A BOHEMIAN AMBER-STAINED GOBLET
AND COVER, POSSIBLY BY AUGUST BÖHM,
MEISTERSDORF, CIRCA 1835-45**

Very sharply cut with a bucket-shaped bowl and faceted baluster stem on a scalloped foot cut underneath with a diaper pattern, the solid cover also heavily scalloped and cut on the underside, the raised circular panel finely engraved with a spirited scene of a mounted Turk, his scimitar drawn and raised, looking behind him as his horse charges, the reverse with a panel of multiple viewing lenses, 30.5cm high (2)

£2,200 - 3,000

€2,600 - 3,600

An identical subject appears on a goblet in the Passau Glasmuseum, see Georg Höttl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.126, fig.170. The catalogue suggests this is probably engraved by August Böhm. See also lot 43 in this sale for the same subject on a beaker dated 1839. This beaker is almost-identical to another illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.252, fig.270, where this is attributed to Franz Hansel.



50 (detail)





51

51

A PAIR OF BOHEMIAN BLUE-TINTED GOBLETs AND COVERS WITH SILVER AND GOLD DECORATION, CIRCA 1830-40

the large bell-shaped chalices of six-sided or hexagonal section in bright turquoise-blue, decorated all over in raised paste oxidised-silver and gold with Chinoiserie figures, putti and birds among intricate scrolling foliage, the rims edged with bright gold bands, 40cm high (4)

£6,000 - 8,000
€4,800 - 7,100

Provenance

Sold in these rooms, Phillips, 18 September 1996, lot 13

Illustrated by John Sandon, *Antique Glass* (1999), p.112

52

A RARE PAIR OF BOHEMIAN BLUE AND AMBER PART-STAINED GOBLETs AND COVERS, CIRCA 1850-70

The slender stems and spreading feet and tall pagoda covers all cut with windows and printies stained in amber on a deep cobalt blue ground, the rounded funnel bowls finely engraved, one with a stag in woodland, the other with a stag and doe, the reverse of each bowl with a panel of seven lenses, the blue ground engraved with fallen vine leaves, 55.5cm and 55cm high (4)

£10,000 - 15,000
€12,000 - 18,000



52



**A BOHEMIAN PALE RUBY-STAINED GOBLET AND COVER
ATTRIBUTED TO FRANZ HANSEL, RODOWITZ, CIRCA 1840-50**

Of six-sided or hexagonal section with a campana shaped bowl on a knopped stem and heavy foot with pillar fluting at the footrim, the cover of turban form, the interior of the bowl and cover and interior of the hollow stem all stained in light ruby, the finial left clear, the bowl with three raised octagonal panels each finely engraved with a horse, one with rider, the other with standing attendants, the cover with eight individual oval panels each engraved with a horse, 40cm high (2)

£3,000 - 5,000

€3,600 - 5,900

A related subject of a Turkish horseman and a similar treatment of single horses on the cover panels, can be seen on a goblet in the Passau Glasmuseum, also attributed to Franz Hansel, see Georg Höttl, *Das Böhmisches Glas 1700-1950*, vol.2 Empire-Biedermeier, p.128, fig.173. Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp.245-251 illustrates three beakers with panels of a Saracen and his horse by Franz Hansel, seemingly by the same hand as the present lot. A goblet with the same figure and horse as one of the panels on the present lot is in the Brauser Collection in the Museum der Stadt Regensburg, illustrated in the catalogue, *Glaser* (1977), p.168, fig.357



53



53 (details)



54 (detail)

54

**A BOHEMIAN PART AMBER-STAINED GOBLET AND COVER
SIGNED BY AUGUST BÖHM, MEISTERSDORF, CIRCA 1840-50**

Of campana shape cut with strong vertical flutes, the octagonal base of the bowl, knopped stem and substantial finial all heightened in amber stain, the wide rim of the cover and scalloped footrim also stained amber, the reserved panel engraved with a Turk sleeping beside his horse, an encampment and palm trees in the distance, the panel signed 'A Böhm', 43cm high (2)

£7,000 - 9,000

€8,300 - 11,000

A goblet with an identical subject is illustrated by Gustav Pazaurek and E von Philippovich, *Gläser der Empire- und Biedermeierzeit* (1976), p.107, pls.101-101a, there attributed to Dominik Biemann. Another goblet also with this subject is in the Passau Glasmuseum, see Georg Höttl, *Das Böhmische Glas 1700-1950*, vol.2 Empire-Biedermeier, p.127, fig.171



54



55

A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1840-60

The octagonal cup-shaped bowl on a graduated or stepped base, knopped stem and scalloped foot with star cutting underneath, the front panel engraved with pair of hunting dogs searching for a scent, the reverse with an octagonal viewing lens and a series of engraved flower sprays, the cover with further engraved flowers, cut panels and an acorn finial, 44.7cm high (2)

£2,500 - 3,500

€3,000 - 4,200

56

A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1840-60

With a cylindrical bowl with deeply-cut petal-shaped frill base, above an octagonal stem with central collar and deeply scalloped foot, the pagoda cover also with a deeply cut petal-shaped rim and heavy octagonal finial, the bowl finely engraved with a continuous woodland scene with numerous stags and deer among dense vegetation and spreading trees, 47cm high (2)

£4,000 - 6,000

€4,800 - 7,100

For a goblet of identical shape see Rainer Rückert, *die Glassammlung der Bayerischen Nationalmuseums München* (1982), vol.2, p.301, fig.934

57

A BOHEMIAN AMBER-STAINED GOBLET AND COVER, CIRCA 1840-60

Carved in *Tiefschnitt* style, with a thistle-shaped bowl raised on an eight-sided knopped stem and petal-shaped spreading foot engraved with fruiting vines, the conical cover with a spire finial also engraved with borders of vines, the main body deeply cut with two stags fighting in a woodland clearing, trees and ferns continuing all around the bowl, distant hills represented by delicate engraving through the amber-stained ground, 63cm high (2)

£5,000 - 7,000

€5,900 - 8,300



56



57



58

**A PAIR OF LARGE BOHEMIAN RUBY-STAINED GOBLETs,
CIRCA 1840**

The eight-sided spreading feet and the flanges at the base of the bowls all cut as petal-shaped lobes, the stems with sharply-stepped central knobs, the tapering bowls engraved with continuous scenes of stags and deer in woodland, both goblets with a primary scene on each side flanked by spreading trees at the sides, the underside of the feet most elaborately cut with panels of diaper patterns, *41.3cm high* (2)

£5,000 - 7,000

€5,900 - 8,300

**FRENCH, 19TH CENTURY
A LARGE FAIENCE BUST OF CERES,
EMBLEMATIC OF SUMMER,**

possibly Rouen,
her curled hair dressed with wheat-sheaf
wreath, her left shoulder pink cord tied green
and blue knotted drapery, her right shoulder
and breast bare

84cm high (33" high)

£8,000 - 12,000

CONTACT

+44 (0) 207 468 8246
rauunicef@bonhams.com

VIEWING

2 - 5 December
101 New Bond Street
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RAU UNICEF SALE

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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 £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 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	9	THE SELLER'S LIABILITY	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.
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):	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> .	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 <i>c/o 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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	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.	10.5	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.
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;	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> ,	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.
8.1.3	to retain possession of the <i>Lot</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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.	10.9	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.
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;	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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			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> .
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;			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.
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			11	GOVERNING LAW
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.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
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.	10	MISCELLANEOUS		
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.	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 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> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the Seller is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the *Storage Contractor* as agent on behalf of the Seller and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the Lot before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
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>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	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
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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.
7.1.2	to retain possession of the <i>Lot</i> ;	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:	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> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	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	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> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	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.
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	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> .
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;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2.1	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	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> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	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:
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;	9	FORGERIES	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
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		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	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		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> .		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	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.
10.4	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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 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.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		12 MISCELLANEOUS	13	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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under 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.		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.
		12.3 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.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		
		12.5 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.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

"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 of 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* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"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

Francesca Cavazzini
+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) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

Alex Clark
+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

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimipour
+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
+852 3607 0010

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

UK
Gareth Williams
+44 20 7468 5879
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

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
AUSTRALIA
Jennifer Gibson
+61 3 8640 4088

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

UK
Deborah Allan
+44 20 7468 8276
U.S.A.
Tanya Wells
+1 917 206 1685

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
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 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.
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

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

Motorcycles

Ben Walker
+44 8700 273616
Automobilia
Adrian Pipiros
+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

Jennifer Tonkin
+44 20 7393 3986

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 20 7393 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) 20 7468 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

Isle of Wight
+44 1983 282 228

Representative:
Kent
George Dawes
+44 1483 504 030

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

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

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
Tuchlauben 8
1010 Vienna
Austria
+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 154
1075 HL 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:
Denmark
Henning Thomsen
+45 2141 3420
denmark@bonhams.com

Greece
Art Expertise
+30 210 3636 404

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

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

Russia - Moscow
Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St Petersburg
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 Claramunt
+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
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
beijing@bonhams.com

Japan
Akiko Tsuchida
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
akiko@bonhams.com

Taiwan
Summer Fang
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
Como House
Cnr Williams Road
& Lechlade Avenue
South Yarra VIC 3141

AFRICA

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com.

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Sale title: Masterpieces of Bohemian Glass		Sale date: 11 December 2013	
Sale no. 21673		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here:		Please tick if you have registered with us before <input type="checkbox"/>	
<input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>			

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐ I will collect from Park Royal or bonded warehouse ☐ Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:	Date:
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* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447
+44 (0) 20 7447 7400 fax

