DECORATIVE ARTS FROM 1860 Wednesday 18 June 2014

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DECORATIVE ARTS FROM 1860

Wednesday 18 June 2014, at 13.00 101 New Bond Street, London

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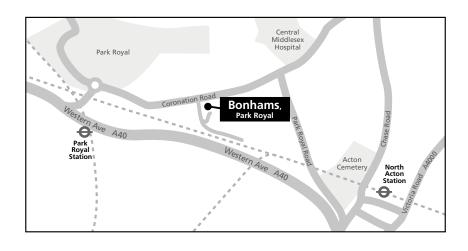
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1 W

COTSWOLD SCHOOL, POSSIBLY BY PETER VAN DER WAALS (DUTCH, 1870-1937)

A Fruitwood Side Table, circa 1915 four drawers with inlaid panel design, raised on four slim legs, supported by simple back panel of stretchers 213.5cm by 79cm by 48cm

£2,000 - 3,000 €2,400 - 3,700

CHRISTOPHER DRESSER FOR HUKIN & HEATH

An Aesthetic Movement Plated Metal Biscuit Barrel with Hinged Lid, circa 1880

the globular twin-handled vessel raised off three prong legs, the body finely chased with a mallard in flight over a mountainous scene, with two further mallards to the lid

20cm high, stamped to base 'Designed by Dr C. Dresser' with maker's marks and registration lozenge

£2,000 - 3,000 €2,400 - 3,700



HANS STOLTENBURG LERCHE (GERMAN, 1867-1920)

A Large Patinated Metal Vase of Gothic Influence, circa 1890 cast in spelter, with black and gilt patination, decorated with three moulded bats against a night sky, flying over a dark townscape and below a silvered moon

91cm high, incised 'E.BLOT' foundry mark

£10,000 - 15,000 €12,000 - 18,000



4 W

C.F.A VOYSEY FOR WHITE COTTAGE LONDON SW18

A Panelled Oak Blanket Box, circa 1905 of rectangular shape, having four beaded panels to the front elevation and two to each side, the rear with four non-beaded panels, the hinged lid of three plank construction, and having a heart-shape metal escutcheon

1.035m long x 57cm wide

£10,000 - 15,000 €12,000 - 18,000

Provenance: By decent from the previous owners of White Cottage.

Literature: 'C.F A Voysey an architect of individuality', by Duncan Simpson, London 1979 page 10, 91 and 150 discuss the commission of White Cottage at 68 Lyford Road in Wandsworth. The author notes that (as of 1979), the house remained in the ownership of the family for whom it was originally constructed. The vendor of this lot recalls living with the blanket box in situ until 1982 when the house was sold to new owners.



White Cottage, designed by C.F.A. Voysey, 1903



The Hall, 1903





5 A.E.JONES

An Important Arts and Crafts Forty-Seven Piece Silver Table Service Commission, 1912-15

each piece fashioned in symbolic reference to the Pagan, Celtic and Medieval periods of design and comprising two substantial fish servers, six dinner knives, six lunch knives, eight dinner spoons, twelve teaspoons, a caddy spoon, eight serving spoons and four ladels, contained within a custom-made fitted oak chest each piece with stamped 'AEJ' maker's marks and assorted Birmingham hallmarks (72.5oz) (47)

£12,000 - 15,000 €15,000 - 18,000





SELECTIONS FROM A PRIVATE COLLECTION (PREVIOUSLY IN STORAGE)

6

ARCHIBALD KNOX FOR LIBERTY & CO

A 'Cymric' Silver and Enamel Clock, 1903 the shaped rectangular body inset with turquoise matrix cabouchons, the face enhanced with green enamel, raised off four bun feet 11cm high, stamped 'L& C' with 'Cymric 5218' and Birmingham hallmarks

£5,000 - 7,000 €6,100 - 8,600





7

ARCHIBALD KNOX FOR LIBERY & CO

A 'Cymric' Silver and Enamel Clock, 1902 the tapering rectangular body inset with a green enamelled face with letters replacing numerals, enhanced with tendril-like decoration decending from the roof

9cm high, stamped 'L&Co' with 'Cymric 5021' and Birmingham hallmarks

£4,000 - 5,000 €4,900 - 6,100

8

ARCHIBALD KNOX FOR LIBERY & CO

A 'Tudric' Pewter and Enamel Clock, circa 1905 the tapering rectangular body inset with a celtic-inspired enamel plaque with tendrils and red berries on a blue ground, the face with copper ring dial and red and green enamel centre 18cm high, stamped 'English Pewter Made by Liberty & Co' and '0629'

£3,000 - 4,000 €3,700 - 4,900



9 ARCHIBALD KNOX FOR LIBERTY & CO

A 'Tudric' Pewter and Enamel Clock, circa 1905 the large face enhanced with central celtic-inspired motif with red berries against a green and blue enamel ground, the pewter case fashioned with leaves and berries off curving entrelacs 20.5cm high, stamped to base 'Tudric Pewter 0609' with Rd 468016

£6,000 - 8,000 €7,300 - 9,800



10 ARCHIBALD KNOX FOR LIBERTY & CO

A Rare 'Cymric' Silver, Shagreen and Chalcedony Tobacco Box and Cover, 1901

the tapering rectangular framework inset with four panels of shagreen with smaller panels in the base surround, enhanced with celtic-inspired entrelacs and chalcedony, the cover with chalcedony finial, the body and the lid with inset wooden panels to the interior

19cm high, stamped 'L&Co' and 'Cymric', and with Birmingham hallmarks to both the base and the cover rim

£10,000 - 15,000 €12,000 - 18,000





ARCHIBALD KNOX FOR LIBERTY & CO

A Rare 'Cymric' Silver, Enamel and Chrysoprase Vase, 1901 the Celtic-inspired vessel decorated with panels of stylised entrelacs enhanced with green and blue enamel and inset with a band of chryoprase cabouchons, off a flared base 19.5cm high, stamped to body 'L&Co' 'Cymric' and Rd 369138 with

Birmingham hallmarks



£10,000 - 15,000 €12,000 - 18,000

OTHER PROPERTIES

12

ARCHIBALD KNOX FOR LIBERTY & CO

A 'Tudric' Pewter Clock, circa 1910 of rectangular outline, decorated in relief with a panel of stylised flora and curving entrelacs 22.8cm high, impressed to base 'Tudric 0255'

£4,000 - 6,000 €4,900 - 7,300



13 ARCHIBALD KNOX FOR LIBERTY & CO

A 'Cymric' Silver and Enamel Lidded Box, 1901 of 'pebble' shape having a pressure spring action hinged lid, with twin motifs enhanced with green and blue enamel, bearing the monogram 'WL'

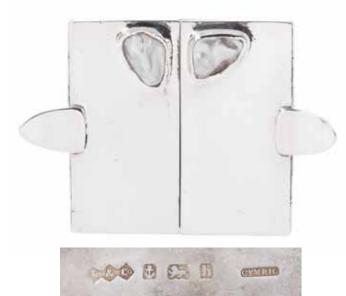
8cm wide, stamped 'L&Co' and 'Cymric' with Birmingham hallmark

£1,200 - 1,500 €1,500 - 1,800









14 *

ARCHIBALD KNOX FOR LIBERTY & CO

A Rare 'Cymric' Silver and Blister Pearl Biscuit Box, 1901 the tapering cylindrical vessel raised on square base, fashioned with celtic-inspired knots, the hinged lid with two compartments, each enhanced with a large inset blister pearl, and having two curved handles

20cm high, stamped 'L&C' to base with 'Cymric' and Birmingham hallmarks.

£6,000 - 8,000 €7,300 - 9,800

Literature: 'Archibald Knox' by Stephen A. Martin, 2001 page 245 illustrates a similar box but with enamelled detail.



ARCHIBALD KNOX FOR LIBERTY & CO

A Rare 'Cymric' Silver and Enamel Trefoil Footed Bowl, 1904 of conical shape raised off three applied loop feet, decorated with three celtic-style panels enhanced with green and blue enamel 17cm diam, stamped maker's marks with Birmingham hallmarks

£15,000 - 20,000 €18,000 - 24,000

A similar bowl but without the enamel can be seen on page 207 of 'Archibald Knox' by Steven. A Martin, 2001. It is identified as 'model 247'.





16 CHARLES ANNESLEY VOYSEY (ATTRIBUTED) FOR LIBERTY & CO

A 'Tudric' Pewter and Copper Mantle Clock, circa 1910 decorated in relief with a line of poplar trees below an applied copper dial 29.5cm high, stamped to base 'Tudric 099'

£6,000 - 8,000 €7,300 - 9,800

Provenance: Acquired by the current owner's Grandfather in the early 20th Century.



AUGUSTE PUTTEMANS (1866-1922) 'Eve' a Large Patinated Bronze Symbolist Study, circa 1910 the full length study depicting Eve holding the Apple in her right hand as the Snake is coiled around her left wrist and hair 74cm high, signed in the cast and dated 'A. Puttemans 1911', with foundry stamp

£5,000 - 7,000 €6,100 - 8,600





FREDERICK LORD LEIGHTON PRA (1830-1896) 'The Sluggard' a Patinated Bronze Study, circa 1890 in a dark brown patination on cantered square base 53cm high, inscribed to base 'The Sluggard' and signed in cast 'Fred.Leighton'

£5,000 - 7,000 €6,100 - 8,600

'The Sluggard', also known as 'Athlete Awakening from Sleeping', was first exhibited at the Royal Academy in 1886 as a life-size bronze. The smaller model, cast from the clay model for the larger work, began to be produced in large numbers from 1890 onwards, first by Arthur J. Collie and then by the Singer Foundry. 19*

FRANÇOIS-RAOUL LARCHE (FRENCH, 1860-1912)

⁴Loie Fuller⁴ a Gilt-bronze Figural Lamp, circa 1910 depicting the famous performer, in dramatically windswept robes

44.5cm high, signed in cast 'RAOUL LARCHE' with stamped 'SIOT DECAUVILLE PARIS' foundary mark

£20,000 - 30,000 €24,000 - 37,000

Similar models were reproduced in different sizes, referenced in the following texts 'Catalog Home Siot-Decauville' p. 101, Alastair Duncan's 'Art Nouveau & Art Deco Lighting', Simon & Schuster Publishers, 1978, p. XXII, p. 45 (and back cover) and Pierre Kjellberg's 'Bronzes of the Nineteenth Century', Editions de l'Amateur, 2005, p. 438





20 W

A. J. ROWLEY

A Large Marquetry Panel, circa 1920 of rectangular form, depicting an urban landscape, in an oak frame 189cm by 130cm, with original Rowley gallery paper label to reverse

£2,500 - 3,500 €3,100 - 4,300

21 WMF

Two Green Glass Caraffs with Art Nouveau Pewter Mounts, circa 1900, each fashioned with twin female masks and sinuous tendrils, having hinged lids

40.5cm high, stamped maker's marks (2)

£2,000 - 3,000 €2,400 - 3,700



22 W EMILE GALLÉ (FRENCH, 1846-1904)

A Set of Four Walnut Nesting Tables, circa 1902 of graduating sizes, with rectangular marquetry tops, depicting different rural seashore and boating scenes 70cm high, each signed 'Gallé'

£2,000 - 3,000 €2,400 - 3,700

Literature:

This model is illustrated in Alastair Duncan and Georges de Bartha's, 'Gallé Furniture', Antiques Collectors' Club, 2012, page 216, Plate 206.













23 EMILE GALLÉ (FRENCH, 1846-1904)

A Cameo Glass Vase with Iris Flowers, circa 1905 carved and etched with orange flowering irises and stems against a graduated orange, yellow and white ground 38.8cm high, signed in cameo 'Gallé'

£2,200 - 2,600 €2,700 - 3,200

24

EMILE GALLÉ (FRENCH, 1846-1904)

An Enamelled Glass Vase, circa 1895 a pale green tinted glass body with a textured finish and enamelled floral design in tones of yellow, red, brown and green, highlighted with gold gilt 33.8cm high, signed 'Gallé'

£2,200 - 2,600

€2,700 - 3,200

25 DAUM

A Cameo Glass Vase, circa 1910

of footed form, acid-etched and enamelled with a design of climbing branches with red berries and autumnal leaves, against an internally mottled pink and orange ground

39.5cm high, signed 'Daum Nancy France' with incorporated Cross of Lorraine

£2,200 - 2,600 €2,700 - 3,200



EMILE GALLÉ (FRENCH, 1846-1904) A 'PAYSAGE' Cameo Glass Vase, circa 1905 overlaid and acid-etched with a landscape scene of trees and lake views 40cm high, signed in cameo 'Gallé'

£2,200 - 2,600 €2,700 - 3,200

DAUM NANCY

A Soufflé Landscape Vase, circa 1910 overlaid with a continuous band of trees in relief, with engraved village scene, internally decorated in orange and yellow 29.5cm high, engraved to underside of base 'Daum Nancy'

£2,500 - 3,000 €3,100 - 3,700

















C.A LLEWELLYN ROBERTS FOR SELFRIDGES A Set of Six Patinated Brass 'Zodiac' Panels for the Department Store's Lifts, circa 1928

each rectangular panel framing an openwork design featuring representations of the birth signs Cancer, Pisces (2), Leo, Scorpio and Libra

each panel 47cm x 35.5cm, apart from Leo 47cm x 46cm (6)

£4,000 - 5,000 €4,900 - 6,100

29 MARCEL-ANDRE BOURAINE

'Penthesilia, Queen of the Amazons' a Patinated Bronze, circa 1925 modelled and cast as a naked woman in streamlined pose holding her bow

47.5cm high, 82cm long, signed in cast 'Bouraine' with 'Susse Fres Edts Paris' and 'Cire Perdue'

£5,000 - 7,000 €6,100 - 8,600

Literature:

Pierre Cadet's 'Susse Freres - 150 Years of Sculpture', Paris, Susse Freres, 1992, p.332

30 PIERRE LE FAGUAYS (1892-1935)

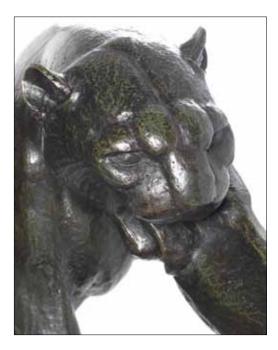
'Messager d'Amour' a Patinated Bronze Figure, circa 1925 modelled as a stylised nude woman holding up a bird with one outstretched arm, on a marble base 77.5cm high, signed in marble 'Le Faguays' and 'ETLING PARIS', stamped 'BRONZE'

£5,000 - 7,000 €6,100 - 8,600

A version of this figure is shown in Victor Arwas' 'Art Deco Sculpture', Academy Editions, 1992, p.121

30





31 (detail)

31

ANDRE VINCENT BECQUEREL

An Art Deco Patinated Bronze Model of a Prowling Panther, circa 1925 cast with tongue extended for grooming, in a green patination on black marble base 68.5cm long, signed in cast 'A.Becquerel'

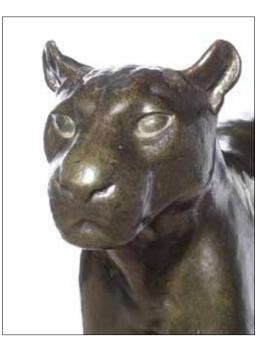
£10,000 - 12,000 €12,000 - 15,000



CHARLES DELHOMMEAU (FRENCH, BORN 1883) An Art Deco Model of a Panther, circa 1925 depicting a stylised panther in a dark green patina 78.5cm, signed in the cast 'C.Delhommeau' with 'F.Barbediene, Paris' foundry mark

£20,000 - 25,000 €24,000 - 31,000

Provenance: Victor Francis Gallery, London Private Collection, Ireland



32 (detail)

33 JEAN DUNAND (1877-1942) A Pair of Vases, circa 1925 of ovoid form, lacquered metal, inlaid with eggshell, in a panelled geometric design 30cm high, signed in lacquer 'JEAN DUNAND' (slight restoration) (2)

£18,000 - 25,000 €22,000 - 31,000



34 JEAN DUNAND (1877-1942)

A Vase, circa 1925 of ovoid form, lacquered metal, in golden bronze tones 28.5cm high, impressed 'JEAN DUNAND' and '5343'

£12,000 - 15,000 €15,000 - 18,000





35 * BRUNO ZACH

An Art Deco Gilt Bronze Model of a Female Fencer, circa 1925 cast as a bare-breasted female figure in green patinated short skirt and hair ribbon, with sword in hand, on oval base 67cm high, signed in cast 'Bruno Zach'

£4,000 - 5,000 €4,900 <u>- 6,100</u>

36 * BRUNO ZACH

An Art Deco Gilt Bronze Model of a Female Fencer, circa 1925 cast as a bare-breasted woman with sword in hand, she wears a red patinated skirt and hair ribbon, on oval base 66cm high, signed in cast 'Bruno Zach'

£4,000 - 5,000 €4,900 - 6,100

BRUNO ZACH (1891-1935) 'The Riding Crop' an Impressive Patinated Bronze Study, circa 1925 cast as a bare-breasted dominatrix in suspenders and bodice, she clasps a riding crop behind her back, in a dark brown patination with green highlights, on oval base 84cm high, signed in cast 'Bruno Zach' on detachable oval marble base

£30,000 - 40,000 €37,000 - 49,000



38 BRUNO ZACH

"Woman with Serpent' a Powerful Patinated Bronze Study, circa 1920 cast as a naked female crouching on faceted base, she clasps the body of a coiling serpent in confrontational gaze 49cm high, signed in cast 'B.Zach'

£5,000 - 8,000 €6,100 - 9,800



39 PIERRE LE FAGUAYS

'The Water Carrier' a Rare Art Deco Silvered Bronze and Dinanderie Study, circa 1925 cast as a bare-breasted maiden holding aloft a green and black marble water jar, her green dress enhanced with gilded detail, on a gold leaf mosaic base inset into pink marble

42cm high, engraved to base 'Le Faguays'

£12,000 - 15,000 €15,000 - 18,000



41

$_{40}$ Y Φ Ferdinand Preiss

'Phryne' a Gilt Bronze and Carved Ivory Study, circa 1920 modelled as a partly clothed maiden in long robes with 'jewelled' highlights, on marble base 22cm high, incised to base 'Preiss'

£2,000 - 2,500 €2,400 - 3,100

41 FERDINAND PREISS

'Hoop Girl' an Art Deco Cold-Painted and Gilded Bronze Study, circa 1925

cast as a young girl in short blue costume, she clasps a stick behind her back while her other hand supports a large hoop, on onyx base 28cm high, engraved to base 'F.Preiss'

£1,800 - 2,200 €2,200 - 2,700



42 Y Φ FERDINAND PREISS

*Lighter than Air' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925 modelled as the actress Ada May in silvered costume heightened

modelled as the actress Ada May in silvered costume heightened with tones of pale mauve, performing with original part-coloured glass sphere, on titled marble and onyx base

35cm high, applied plaque reading 'Lighter than Air, Ada May by F.Preiss'

£15,000 - 20,000 €18,000 - 24,000





$\begin{array}{l}_{44} \mbox{ Y } \Phi \\ \hline \mbox{ FERDINAND PREISS } \end{array}$

'The Stile' an Art Deco Patinated Bronze and Carved lvory Figure, circa 1925 modelled as a new age female in trousers and rolled up sleeves leaning confidently against two onyx pillars, the bronze patinated in tones of silver, brown and red, the ivory with original hair colour, lipstick and cheek blush 26cm high, engraved to base 'F.Preiss'

£15,000 - 20,000 €18,000 - 24,000





45 FAYRAL (PSEUDONYM FOR PIERRE LE FAGUAYS)

'Ondine Lumineuse' an Art Deco Patinated Art Metal Figural Twin-Lamp, circa 1925

the central figure cast as a bare-breasted woman with shawl standing on stepped black marble base with twin lamp fitments and detachable globular glass shades

40cm long, signed in cast 'Fayral' and 'Le Verrier Paris'

£2,000 - 2,500 €2,400 - 3,100

46

PIERRE LAUREL (PSEUDONYM FOR PIERRE LE FAGUAYS) 'The Hoop Dancer' an Art Deco Silvered Bronze Study, circa 1925 cast as a naked dancer on tall marble base, she clasps a metal hoop above her head

69.8cm high, engraved to base 'Pierre Laurel'

£4,000 - 5,000 €4,900 - 6,100







48

47

FAYRAL (PSEUDONYM FOR PIERRE LE FAGUAYS)

'Seduction' an Art Deco Patinated Art Metal Figural Lamp, circa 1925 cast as a naked maiden reclining on stepped marble base with light fitment and large globular glass shade 57cm long, signed in cast 'Fayral' and 'Le Verrier Paris'

£2,800 - 3,200 €3,400 - 3,900

48

GUERBE

'Réverie' an Art Deco Patinated Art Metal Lamp, circa 1925 cast as a naked maiden partly drapped in a shawl, she reclines on a black marble base and holds aloft a lamp fitment with globular glass shade

37cm long, signed in cast with 'Le Verrier Paris'

£2,400 - 2,800 €2,900 - 3,400





49 Y Φ SAMUEL LIPCHYTZ

An Art Deco Gilt Bronze and Carved Ivory Figure of a Tamborine Dancer, circa 1925

modelled as a seated young female in stage costume, with arms outstretched and a tamborine in one hand, on a rectangular marble base

27cm high, signed in cast 'S.Lipchytz'

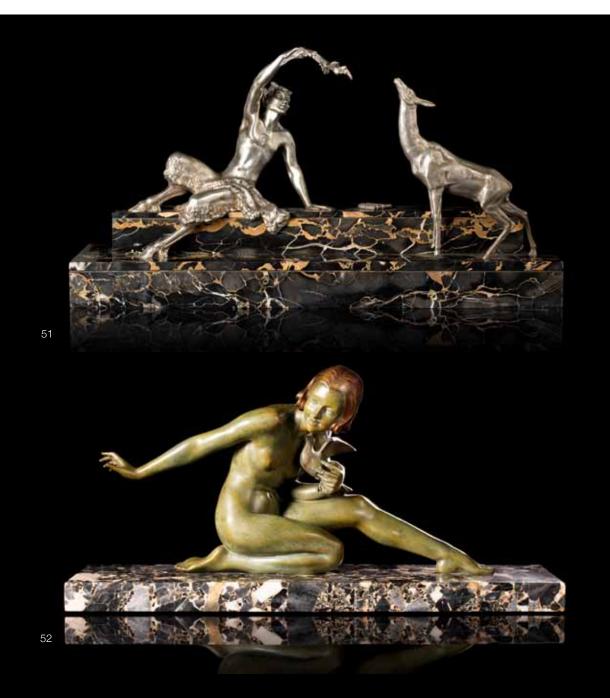
£2,800 - 3,200 €3,400 - 3,900

50 **D.SIMON**

'The Tambourine Dancer' an Art Deco Gilded Bronze Study, circa 1925 cast as a naked female dancer balanced upon one leg off a marble base 44cm high, signed in cast 'D.Simon'

£1,200 - 1,500 €1,500 - 1,800

For a similar model see 'Art Deco and Other Figures' (Catley) page 321.



51 MARCEL ANDRE BOURAINE

'Vaslav Nijinsky in L'Apres Midi D'un Faune' A Rare Art Deco Silvered Bronze Study, circa 1925 cast as the legendary dancer from the Ballet Russes depicted in a stage pose on stepped marble base 56cm long, engraved 'Bouraine' to base

£3,000 - 4,000 €3,700 - 4,900

52 A.GODARD

A Large Size Art Deco Patinated Bronze Study of a Naked Female, circa 1925 she is depicted reclining on a marble base, clasping a bird on her arm, in a green patination with brown and gilded highlights to the hair *70cm long*

£2,500 - 3,000 €3,100 - 3,700



53 Y Φ PROF OTTO POERTZEL (1876-1963)

'The Butterfly Dancers' a Cold-Painted Bronze and Carved Ivory Study, circa 1925

cast and carved as two female dancers in light green tunic costume, posing sur les points off a faceted onyx base

42cm high, signed in cast 'Prof Poertzel' with 'PK' foundry mark for Preiss & Kassler

£15,000 - 20,000 €18,000 - 24,000

Literature: Victor Arwas, 'Art Deco Sculpture, Academy Editions, 1992, pg. 154

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 309

Alberto Shayo, '*Ferdinand Preiss; Art Deco Sculptor*', Antique Collectors' Club, 2005, pg. 160-161 for similar studies executed by Ferdinand Preiss



54 JOE DESCOMPS (ATTRIBUTED) A Large and Unrecorded Art Deco Silvered Bronze Study of an Exotic Dancer on Marble Column, circa 1925 Incid depicted in ornate theatrical two-piece costume with headress, she is depicted in ornate theatrical two-piece costume with headress, holding aloft a large dish, on tall marble column Column - 100.5cm high, Figure - 52cm high, stamped 'Bronze'

£8,000 - 10,000 €9,800 - 12,000





DEMETRE CHIPARUS

'Accident De Chasse' an Art Deco Patinated Bronze Study, circa 1925 cast as a seated girl attending to her canine companion, on marble base

42.5cm long, signed in cast 'D.H Chiparus' with title plaque to base

£3,000 - 4,000 €3,700 - 4,900

DEMETRE CHIPARUS (1888-1947) 'The Hunter' a Spelter Art Deco Group, circa 1925 depicting an athletic male in a loin cloth poised with spear over snarling panther, on stepped marble base 89.5cm high, inscribed to base 'D.H.Chiparus'

£2,400 - 2,800 €2,900 - 3,400

57 Y Φ DEMETRE CHIPARUS

'Indiscreet' a Patinated Bronze and Carved Ivory Study, circa 1925 modelled as a young woman in period costume holding a parrot at arms length while instructing it to stay silent, on faceted marble base 44cm high, engraved 'Chiparus' to marble

£18,000 - 22,000 €22,000 - 27,000



58 Y Φ DEMETRE CHIPARUS

'A Slight Accident' a Patinated Bronze and Carved Ivory Study, circa 1925 modelled as a young woman adjusting her stocking top, on stepped marble base

31cm high, engraved to base 'Chiparus'

£6,000 - 8,000 €7,300 - 9,800





59

DEMETRE H. CHIPARUS (1886-1947) 'Hoop Dancer' a Gilt and Cold-painted Bronze Figure, circa 1925 modelled as a dancer in exotic style dress, her arms out-stretched behind her, stepping through a hoop, on a marble base 26.5cm high, signed to base 'Chiparus'

£2,200 - 2,800 €2,700 - 3,400

$_{60}$ Y Φ DEMETRE CHIPARUS

'After Reading' a Patinated Bronze and Carved Ivory Study, circa 1925 modelled as a maiden in elaborate costume, clasping a book in both hands, on stepped marble base *37cm high, engraved to base 'Chiparus'*

£8,000 - 12,000 €9,800 - 15,000



DEMETRE H. CHIPARUS (1886-1947)

'Egyptian Dancer' a Gilt and Cold-painted Bronze Figure, circa 1925 modelled as a dancer in Egyptian style dress, her arms out-stretched, on a marble base with Egyptian style plaque 74cm high, signed to base 'D.H.Chiparus'

£10,000 - 15,000 €12,000 - 18,000

This figure was influenced by the Egyptian Revival Style of the 1920s which followed the discovery of the Tomb of Boy Pharaoh Tutankhamun in 1922 by Howard Carter.

A version of this figure is shown in Alberto Shayo's 'Chiparus; Master of Art Deco', Abbeville Press, 1999, pl. 105, p. 174

62 Y Φ DEMETRE CHIPARUS

'Vested Dancer' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925

cast and carved as a dancer from the Ballet Russes, in elaborate 'jewelled' costume and green and silver-patinated costume, she poses dramatically on one leg off a stepped and variegated marble base 54cm high, engraved to base 'D.Chiparus'

£30,000 - 40,000 €37,000 - 49,000





Ide Rubinstein in Scheherazade

 $_{63}$ Y Φ DEMETRE CHIPARUS

'Clara' a Large Art Deco Cast Bronze and Carved lvory Study of a Dancer from the Ballet Russes, circa 1925

capturing the dramatic pose of a female dancer , in elaborate costume after Diaghilev, decorated with cold-painted copper tones and silvered decoration to the body, enhanced with enamelling, raised on stepped and shaped marble base 72cm long and 56cm high, engraved to base 'Chiparus' alongside the name of the original commission by 'H.Bianchi Tinsis'

£140,000 - 160,000 €170,000 - 200,000

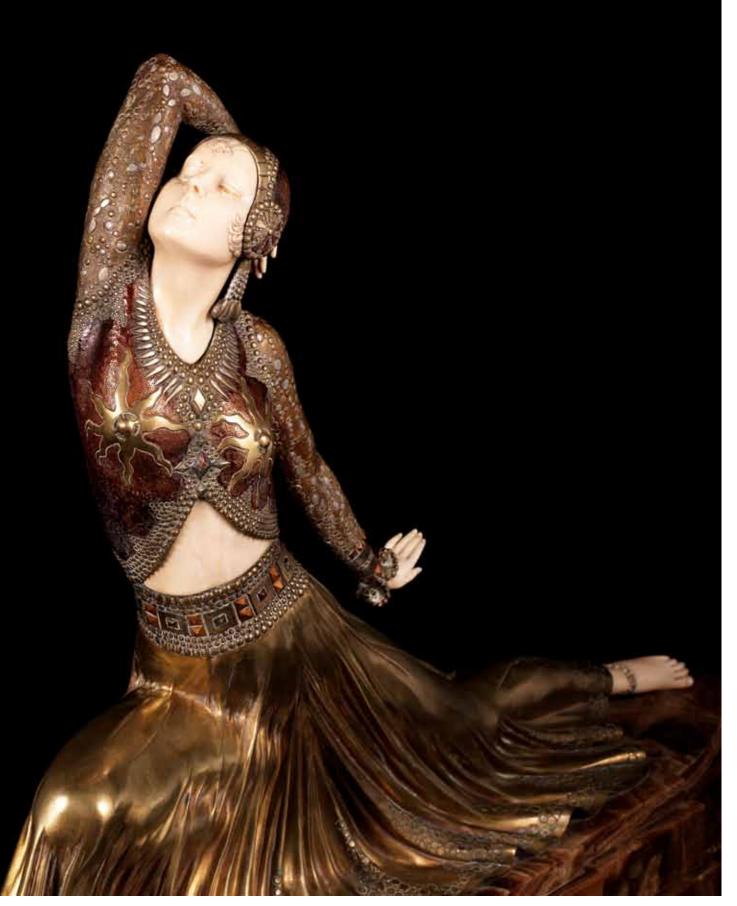
Provenance: The Bianchi Tinsis family

Literature:

'Chiparus Master of Art Deco' by Alberto Shayo, New York 1993, page 115 plate 47.

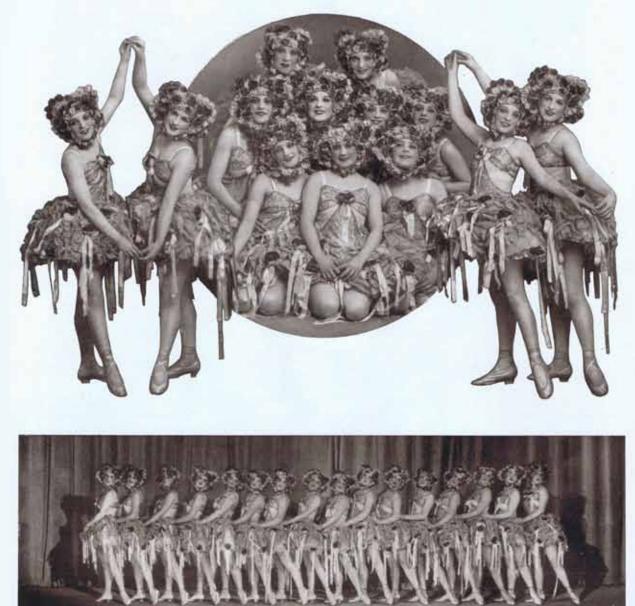








JOHN TILLER'S FOLIES GIRLS







64 Y Φ

DEMETRE CHIPARUS (1886-1947) 'Les Girls' a Cold-Painted Bronze and Carved Ivory Group, circa 1925 cast and carved as a chorus line of show girls wearing Diaghilevinspired skin-tight costumes designed with raised silver chains in a spider web pattern against a purple 'snakeskin' ground, their headpieces inspired by Leon Bakst, raised off a dramatic carved black and gold marble base

52cm high x 41.5cm wide, engraved to base 'D.H Chiparus'

£160,000 - 180,000 €200,000 - 220,000

Chiparus undoubtedly would have sat in the audience at the Café de Paris during the 1920's when acts like the Tiller Girls excited and captivated audiences.

Provenance:

Originally purchased through Finnegans Department Store in Manchester in the 1920's and then by decent.







65



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65

ELENA KÖNIG SCAVINI FOR LENCI

'La Modista - II Cappellino', a Polychrome Pottery Group, circa 1933 modelled as a fashionable young woman, seated with an apple in one hand and a hat box in the other, wearing a blue beret and blue, black, white and pink floral dress, with a small dog sat beside her 35.5cm high, painted to base 'Lenci Made in Italy Torino VII-XII X' (small damages)

£3,000 - 5,000 €3,700 - 6,100

Literature:

This model is illustrated in Valerio Terraroli and Enrica Pagella's 'Lenci Sculpture in Ceramica 1927-1937', Umberto Allemandi & C. Publishers, 2010, Colour plate no.46

66

ABELE JACOBI FOR LENCI

A Figural Polychrome Vessel, circa 1935

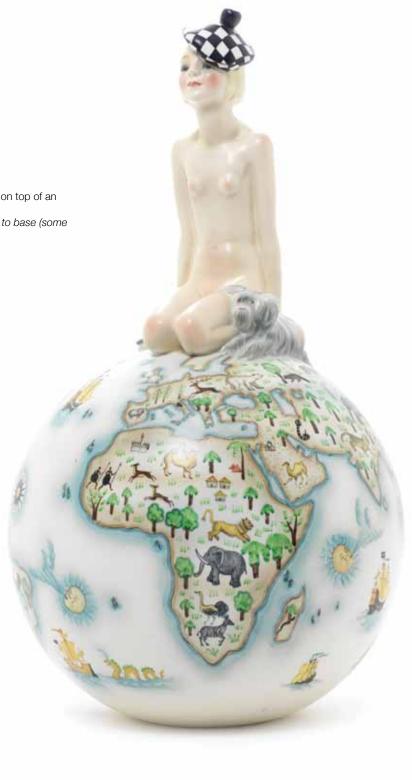
modelled as a tribal woman with braided hair and tribal print skirt and necklaces, in orange, black and gold, leaning on a large orange urn 44.5cm high, incised artist's signature, handprinted 'Lenci, MADE IN ITALY, B', with impressed number '578'540

£2,000 - 2,500 €2,400 - 3,100

67 ELENA KÖNIG SCAVINI FOR LENCI

'Nudo Sul Mondo' a Polychrome Figure, circa 1930 modelled as a nude girl in a monochrome beret knelling on top of an exquisitely decorated globe of the world 47.5cm high, hand painted 'Lenci, Torino, Made in Italy' to base (some restoration)

£5,000 - 6,000 €6,100 - 7,300







68 REN

RENÉ HERBST FOR SIEGEL

A Set of Three Modernist Shop Window Mannequins, circa 1930 each fashioned as an abstract female form on adjustable stand, in powder-coated aluminium with lucite mounts 38cm diam, each signed 'Siegel Paris' (3)

£4,000 - 5,000 €4,900 - 6,100

69 NAPOLEONE MARTINUZZI

A Pulegoso Twin-Handled Glass Vase, circa 1935 of compressed swollen form on footed base 21cm high

£2,000 - 2,500 €2,400 - 3,100



70 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Grenade' a Vase, circa 1930 blue glass, frosted and polished, with remnants of white staining 11.5cm high, etched 'R.LALIQUE'

£2,500 - 3,000 €3,100 - 3,700

Marcilhac no.1045

71

RENÉ LALIQUE (FRENCH, 1860-1945)

'Grenade' a Vase, circa 1930 clear glass, frosted and polished, with original black enamelling and remnants of sepia staining *11.5cm high, engraved 'R.Lalique France'*

£4,500 - 5,500 €5,500 - 6,700

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Marcilhac no.1045

72

RENÉ LALIQUE (FRENCH, 1860-1945)

'Fleurs et Rinceaux' a Necklace, design 1914 black glass, frosted and polished, heightened with white staining, on original silk cord *11 beads in total (one bead with damage)*

£1,800 - 2,200 €2,200 - 2,700

Marcilhac no.1503







73

RENÉ LALIQUE (FRENCH, 1860-1945) 'Aras' a Vase, design 1924 clear glass, frosted and polished, with turquoise staining 22.8cm high, moulded 'R.LALIQUE'

£2,600 - 3,200 €3,200 - 3,900

Marcilhac no.919

74

RENÉ LALIQUE (FRENCH, 1860-1945)

'Marignane' a Vase, design 1936 clear glass, frosted and polished 23.5cm high, etched 'R.LALIQUE FRANCE' £2,600 - 3,200 €3,200 - 3,900

Marcilhac no.10-895

RENÉ LALIQUE (FRENCH, 1860-1945)

'Herblay' a Vase, design 1932 cased opalescent glass, frosted and polished, heightened with blue staining 17.8cm high, etched 'R.LALIQUE FRANCE'

£2,200 - 2,800 €2,700 - 3,400

Marcilhac no.10-881

76 **RENÉ LALIQUE (FRENCH, 1860-1945)** 'Poissons' a Vase, design 1921 cased opalescent glass, frosted and polished 24.5cm high, engraved 'R.Lalique France'

£4,000 - 5,000 €4,900 - 6,100

Marcilhac no. 925





RENÉ LALIQUE (FRENCH, 1860-1945) 'Serpent' a Perfume Bottle and Stopper, design 1920 clear glass, frosted and polished 8.5cm high, moulded 'LALIQUE'

£1,400 - 1,600 €1,700 - 2,000

Marcilhac no.502

RENÉ LALIQUE (FRENCH, 1860-1945) 'Deux Figurines, Bouchon Figurines' a Perfume Bottle and Stopper, design 1912 clear glass, frosted and polished 13.3cm high, faint moulded signature 'R.LALIQUE', engraved 'Lalique' (damages)

£1,500 - 2,000 €1,800 - 2,400

Marcilhac no.490





79 **RENÉ LALIQUE (FRENCH, 1860-1945)** 'Longchamp' a Pair of Bookends, design 1929 clear glass, frosted and polished, with remnants of staining, mounted in chrome on black marble bases 16cm long moulded 'B.LALIQUE FRANCE' (2) 16cm long, moulded 'R.LALIQUE FRANCE' (2) £9,500 - 10,500 €12,000 - 13,000

Marcilhac no.1152/B





81

80 *

81

RENÉ LALIQUE (1860-1945)

'Soleil' a Plafonnier, design 1926 opalescent glass, frosted and polished, with remnants of sepia staining 31cm diam, engraved 'R.LALIQUE FRANCE'

£3,000 - 4,000 €3,700 - 4,900

Marcilhac no.2466

RENÉ LALIQUE (FRENCH, 1860-1945)

'Calypso' a Shallow Bowl, design 1930 opalescent glass, frosted and polished 35.5cm diam, faint etched 'R.LALIQUE FRANCE'

£2,800 - 3,400 €3,400 - 4,200

Marcilhac no.413

82

RENÉ LALIQUE (FRENCH, 1860-1945) 'Clos Sainte-Odile' an Ice Bucket, design 1922 clear glass, frosted and polished, with sepia staining 23cm high, moulded 'R.LALIQUE'

£2,000 - 2,500 €2,400 - 3,100

The 'Clos Sainte-Odile' design was specially produced for the Alsace region wine merchant Pierre Weissenburger. This design for an ice bucket is recorded in the 'R.Lalique, Oeuvre De Verre' by Felix Marcilhac on page 801.







RENÉ LALIQUE (FRENCH, 1860-1945) 'Coq Houdon' a Car Mascot, design 1929 clear glass, frosted and polished 20cm high, engraved 'R.LALIQUE FRANCE'

£2,000 - 2,500 €2,400 - 3,100

Marcilhac no.1161

84 **RENÉ LALIQUE (FRENCH, 1860-1945)** 'Sirène' a Car Mascot, design 1920 opalescent glass, frosted and heightened with blue staining 10.4cm high, moulded 'R.LALIQUE' and engraved 'R.Lalique France'

£2,800 - £3,200 €3,400 - 3,900

Marcilhac no.831

85 **RENÉ LALIQUE (FRENCH, 1860-1945)** 'Petit Libellule' a Car Mascot, design 1928 clear glass, frosted and polished 16.2cm long, engraved 'R.Lalique' and moulded 'LALIQUE FRANCE'

THE PROPERTY.

£7,500 - 8,500 €9,200 - 10,000

Marcilhac no.1144



86 **RENÉ LALIQUE (FRENCH, 1860-1945)** 'Victoire' a Car Mascot, design 1928 amethyst tinted glass, frosted and polished 25.5cm long, moulded 'R.LALIQUE FRANCE'

£8,000 - 10,000 €9,800 - 12,000

Marcilhac no.1147

RENÉ LALIQUE (FRENCH, 1860-1945) 'Grenouille' a Car Mascot, design 1928 clear glass, frosted and polished 6.2cm high, moulded 'LALIQUE'

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£8,500 - 9,500 €10,000 - 12,000

Marcilhac no.1146



£60,000 - 80,000 €73,000 - 98,000

Marcilhac no.1123

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89 LALIQUE FOR ROLLS-ROYCE

'Spirit of Ecstasy' a Car Mascot, 1994 clear glass, frosted and polished; with original Lalique Paris presentation box 20cm high, engraved 'Lalique France', engraved Rolls-Royce emblem, numbered 'RR024'

£3,000 - 4,000 €3,700 - 4,900

One of just 200 commissioned from Lalique by Rolls-Royce Motor Cars Limited in 1994 to commemorate their 90th anniversary.

90 ETLING

90

An Art Deco Opalescent Glass Figure, design 1932 the nude figure draped in a long shawl, with one arm outstretched behind, on circular stepped chrome base 22cm high, moulded 'ETLING FRANCE 50'

£1,800 - 2,200 €2,200 - 2,700



91 GEORG

GEORG JENSEN (DANISH, 1866-1935)

'Grape' a Silver Footed Fruit Bowl, 1945-1977 the circular pedestal foot with spiral twist stem and the flaring circular bowl with pendant grape clusters *31cm high, Georg Jensen and Copenhagen marks for 1945-1977, numbered 264B, 63oz*

£10,000 - 15,000 €12,000 - 18,000

A similar example can be seen in 'Georg Jensen, a tradition of splendid silver' by Janet Drucker, Schiffer Publishing Ltd, 1997, page 42.

92 GEORG JENSEN (DANISH, 1866-1935)

A Pair of Silver Chafing Dishes circular form chafing dishes decorated with simple leaf tendrils around the rim with carved ebonised wood handles 19.3cm diam, stamped marks (1915-1927)

£2,000 - 3,000 €2,400 - 3,700



93

GEORG JENSEN (DANISH, 1866-1935)

'Beaded (Kugel)' an Extensive Custom Made Silver Canteen, 1915-1930

comprising in two boxes: the following silver pieces - twelve table forks, twelve table knives, four table spoons, twelve dessert forks, nine dessert knives, twelve dessert spoons, twelve fish forks, twelve fish knives, one fish serving fork, one fish serving knife, twelve oyster forks, twelve lobster picks, twelve fruit forks, twelve fruit knives, three fruit spoons, one carving fork, one carving knife, four helping spoons, two butter knives, three cheese knives, nine soup spoons, twelve tea spoons, twelve coffee spoons, two sauce ladles, nine peppers, together with a post war fruit spoon and cake server, two Sterling silver cocktail picks, one Sterling silver caddy spoon, one Sterling petit four server and four cut glass knife rests with Sterling silver mounts impressed 'GJ' mark with .925, stamped marks for 1915-1930 and import mark for London, weighable silver 228oz. (excluding serving knife, serving fork, dessert knives and table knives) (202)

£4,000 - 5,000 €4,900 - 6,100

All the Georg Jensen pre war pieces are monogrammed 'W.R', they were presented to William Roberts by the members of the Liverpool Cotton Association.



DAME LUCIE RIE



94 DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Bowl, 1956 beau porcelain, the claze in running bands of

heavy porcelain, the glaze in running bands of manganese, bronze and pale turquoise tones, speckled with blue, with vertical inlaid lines to interior and exterior 23cm diam, impressed LR seal

£12,000 - 15,000 €15,000 - 18,000

Provenance: The Eileen Young Collection

Literature: This exact bowl is illustrated in Tony Birks', 'Lucie Rie', Marston House, 2004, p.111

Exhibited: The V&A, 1982, no.74 The Arts Council, 1967, no.160



95 DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Bowl, 1956

heavy porcelain, pale green, soft yellow, brown, manganese and bronze tones to glaze, with manganese used for sgraffito and inlaid lines 26.3cm diam, impressed LR seal

£12,000 - 15,000 €15,000 - 18,000

Provenance: The Eileen Young Collection

Literature:

This exact bowl is illustrated in Tony Birks', 'Lucie Rie', Marston House, 2004, p.107

Exhibited:

The V&A, 1982, no.5 The Arts Council, 1967, no.145





96

An Ovoid Footed Pot, circa 1955 stoneware, in pale green glaze with inlaid green vertical lines 12.2cm high, impressed LR seal

£5,000 - 7,000 €6,100 - 8,600

Provenance: The Eileen Young Collection



97

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

An Oval Vase, circa 1962 porcelain, of squeezed oval form, in pale green glaze with two panels of ring pattern decoration in manganese glaze and a running manganese rim 17cm high, impressed LR seal

£5,000 - 7,000 €6,100 - 8,600

The ring decoration was created using the ferrule of a paintbrush.

Provenance: The Eileen Young Collection

Literature: This exact vase is illustrated in Tony Birks', 'Lucie Rie', Marston House, 2004, p.103



98 DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Vase 1966

A Vase, 1966 stoneware, of cyclindrical form, with a textured feldspathic glaze in pale blue, green and brown tones, on a dark body 18.5cm high, impressed LR seal

£5,000 - 7,000 €6,100 - 8,600

Provenance: The Eileen Young Collection

Exhibited:

The Arts Council, 1967, no.56

99 DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Vase, circa 1955 stoneware, with diagonal fluted pattern to body, in pale green and brown glaze 20cm high, impressed LR seal

£8,000 - 10,000 €9,800 - 12,000

Provenance: The Eileen Young Collection

Literature:

An example of this shape is illustrated in Tony Birks', 'Lucie Rie', Marston House, 2004, p.132





100

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

An Oval Vase, circa 1960 porcelain, verical lines to body and internal flared lip in purple on a matt white glaze, a soft yellow glaze to neck 15.5cm high, impressed LR seal (shallow chip to base rim)

£3,500 - 5,000 €4,300 - 6,100

Provenance:

The Eileen Young Collection

Literature:

An example of this shape can be seen in Tony Birks', 'Lucie Rie', Marston House, 2004, p.50

101

DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Footed Bowl, circa 1970 porcelain, with tall straight sides, manganese glaze, with sgraffito and inlaid line design 13cm high, impressed LR seal (slight damage to rim)

£2,000 - 3,000 €2,400 - 3,700

102 DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Flared Bowl, circa 1965

A Flared Bowl, circa 1965 of unusually broad flared form, in pale green and orange glaze, with craquelure finish 20cm diam, impressed LR seal

£5,000 - 7,000 €6,100 - 8,600



103 **DAME LUCIE RIE (AUSTRIAN, 1902-1995)** A Vase, circa 1970

stoneware, with flaring lip, mixed clays creating an integral dolomite and cream spiral 17cm high, impressed LR seal

£3,500 - 5,000 €4,300 - 6,100

104 **DAME LUCIE RIE (AUSTRIAN, 1902-1995)** A Footed Pot, circa 1970 stoneware, of cylindrical form, with a brown and pale green pitted

glaze 10.5cm high, impressed LR seal

£1,500 - 2,000 €1,800 - 2,400

104



105 **DAME LUCIE RIE (AUSTRIAN, 1902-1995)** A Vase, circa 1970 stoneware, with diagonal fluted panel to body and flared rim, in white pitted matt glaze *17cm high, impressed LR seal*

£3,000 - 4,000 €3,700 - 4,900



106

106 DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Footed Bowl, circa 1965

porcelain, in yellow uranium oxide glaze with a neat broad strip of manganese glaze to the rim 16.3cm diam, impressed LR seal

£3,000 - 3,500 €3,700 - 4,300

107

DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Miniature Bowl, circa 1955 porcelain, of conical form, in yellow uranium oxide glaze with manganese rim 10cm diam, impressed LR seal

£1,200 - 1,500 €1,500 - 1,800

107

108

108

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Footed Bowl, circa 1965 stoneware, in a matt blue glaze 17cm diam, impressed LR seal

£2,500 - 3,000 €3,100 - 3,700

Literature: Tony Birks, 'Lucie Rie', Marston House, 2004, p.208

109

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

An Unusual Bottle Vase, 1967 stoneware, with flared lip, in a speckled blue glaze 14cm high, impressed LR seal and with artist's name

£3,000 - 3,500 €3,700 - 4,300

Provenance:

This vase was a gift from Lucie Rie to her greatniece in 1967, Lucie individualised and personalised the piece by engraving her full name on the base of the vase along with her usual monogram stamp.





110 DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A 'Knitted' Bowl, circa 1975 stoneware, inlaid with manganese and copper cabonate to create golden bronze lines, on a speckled, textured white, grey and turquoise glaze 24cm diam, impressed LR seal

£8,000 - 10,000 €9,800 - 12,000

Literature: Tony Birks, 'Lucie Rie', Marston House, 2004, p.210



DAME LUCIE RIE (AUSTRIAN, 1902-1995) A Footed Bowl, circa 1975

A Footed Bowl, circa 1975 porcelain, in a green glaze with running golden bronze lip 16.7cm diam, impressed LR seal

£10,000 - 15,000 €12,000 - 18,000

Provenance: The Michael Webb Collection





112 DAME LUCIE RIE (AUSTRIAN, 1902-1995)

113

A Deep Bowl, circa 1950 porcelain, of footed form with tall sides, in rich black glaze, with a broad band of white glaze to the rim 8.7cm high, impressed LR seal (hairline to rim)

£2,000 - 3,000 €2,400 - 3,700

113

DAME LUCIE RIE (AUSTRIAN, 1902-1995) AND HANS COPER (GERMAN, 1920-1981)

A Bowl, circa 1955 stoneware, conical form, all over white glaze with manganese rim 13.4cm diam, impressed LR and HC seals

£2,500 - 3,000 €3,100 - 3,700

114

DAME LUCIE RIE (AUSTRIAN, 1902-1995) AND HANS COPER (GERMAN, 1920-1981)

A Pouring Jug, circa 1960 stoneware, in light olive green glaze with running manganese rim 10cm high, impressed LR and HC seals

£1,500 - 2,000 €1,800 - 2,400





115

HANS COPER (GERMAN, 1920-1981)

A Small Footed Pot, circa 1958 stoneware, of cylindrical form, with central collar, in black 'bronze' glaze, over a textured surface 11cm high, impressed HC seal (small chips)

£1,500 - 2,000 €1,800 - 2,400

116 HANS COPER (GERMAN, 1920-1981)

A Bottle Vase, circa 1970 stoneware, of bottle form with disc top, with porcelain and manganese glaze 15.5cm high, impressed HC seal (damage to disc)

£2,000 - 3,000 €2,400 - 3,700



116 (reverse)

117 HANS COPER (GERMAN, 1920-1981) An Early and Rare Pot, circa 1953

stoneware, in bronze glaze with vertical sgraffito lines revealing the white slip beneath, the base with radiating sgraffito to the unglazed surface

12cm high, impressed HC seal

£3,500 - 5,000 €4,300 - 6,100

Provenance:

Phillips Auctioneers, 'Lucie Rie/Hans Coper Masterworks', 20th June 2000, lot 18 The Michael and Lucy Foster Collection



BERNARD MCGUIGAN (1956-) 'Within You' a Hand-carved Sculpture, 2006 carved in beer stone, on a hardwood base 35.5cm high, incised to stone 'BMc 2006'

£3,500 - 5,000 €4,300 - 6,100



119 BERNARD MCGUIGAN (1956-) 'The World Turned Upside-Down' a Hand-carved Sculpture, 2011 carved in french limestone 31cm high, incised to stone with title of work and 'BMc 2011'

£3,500 - 5,000 €4,300 - 6,100



120 ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939) 'Lefèvre-Utile - Sarah Bernhardt (La Princess Lointainte)' a Lithographic

'Lefèvre-Utile - Sarah Bernhardt (La Princess Lointainte)' a Lithographic Poster, 1904 printed in colours, printed by F. Champenois, Paris; framed

printed in colours, printed by F. Champenois, Paris; tramed 50.5cm by 70cm

£3,000 - 4,000 €3,700 - 4,900

Literature:

Jack Rennert and Alain Weill, 'Alphonse Mucha: The Complete Posters and Panels', G.K. Hall & Co., Boston, 1984, p.309



121 ANONYMOUS

'KEEP CALM AND CARRY ON' a Lithographic Poster, 1939 printed in colours, published by the Ministry of Information; not backed 38cm by 25cm

£4,000 - 6,000 €4,900 - 7,300

DECORATIVE ARTS FROM 1860

Including a collection of Art Deco Bookends (Part 2) and a collection of Arts and Crafts Silver Wednesday 1 October 2014 Knightsbridge, London ENQUIRIES +44 (0) 207 393 3860 gemma.mitchell@bonhams.com

Edgar-William Brandt

(French, 1880-1960) A Pair of Pelican Bookends, circa 1925 Sold for £5,200





Bonhams

SILVER AND POST-WAR DESIGN

Wednesday 11 June 2014 Knightsbridge, London

ENQUIRIES

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An impressive and unique silver and silver-gilt twenty-one light candelabrum by Stuart Devlin, London 1974 £10,000 - 15,000



Bonhams

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

In respect of most Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe you as a Bidder any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you. However, any written Description of the physical condition of the Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Buver.

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 Buver 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* 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 Buver, 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 Buver. 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 Buver'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).

Hammer Price	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:

- t 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/supportingmuseums/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.
- $\approx~$ 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.
- O 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.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, 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*, it's 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.

RISK, PROPERTY AND TITLE

5

- 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.

PAYMENT

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- 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.

COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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9.1

- The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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*.

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- 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.

STORING THE LOT

5

6

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.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 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 *Sale*) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (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.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 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 *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

Paragraph 9 will not apply in respect of a Forgery if:

9.3

- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the Lot or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a "non-conforming Lot"), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

If we are reasonably satisfied that a Lot is a nonconforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot 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 Purchase Price and Buyer's Premium paid by you in respect of the Lot.

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 *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under 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.
- 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.
- 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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 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 *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 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.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 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 *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies, and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

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 Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract 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*

"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."

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African, Oceanic & Pre-Columbian Art UK Philip Keith +44 2920 727 980 U.S.A Fredric Backlar +1 323 436 5416

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Representatives: Denmark Henning Thomsen +45 4178 4799

Spain - Marbella

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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

Telephone or

Absentee (T / A)

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Lot no.

	Sale title: Decorative Arts from 1860	Sale date: 18 June 2014					
	Sale no. 21667	Sale venue: New Bond	Street				
ance with lding and buying e Conditions. onjunction with Sale which sets he purchases o bidding and ny questions you gning this form. n undertakings hams' liability to	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: f10,000 - 20,000by 1,000s f200 - 500by 20 / 50 / 80s f20,000 - 50,000by 2,000 / 5,000 / 8,000s f500 - 1,000by 50s f100,000 - 200,000by 10,000s f2,000 - 2,000by 200 / 500 / 800s f100,000 - 200,000by 10,000s f2,000 - 5,000by 200 / 500 / 800s f100,000 - 200,000by 10,000s f2,000 - 10,000by 500s The auctioneer has discretion to split any bid at any time.						
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by debit cards	Post / Zip code	Country					
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Brief description		MAX bid in GBP (excluding premium & VAT)	Covering bid*				
	Iding and buying a Conditions. Injunction with Sale which sets he purchases o bidding and ny questions you gning this form. n undertakings hams' liability to ation tion about you, the terms of our specific consent(s) formation was can be found on quested by post D1 New Bond m or by e-mail by debit cards and all credit cards invoice price. raphic proof of gether with proof d statement e a copy of their tion documents, dividual to bid on this may result in er value lots you erence.	Imply Sale no. 21667 If you are not attending the sale in person, please provide details of 1 prior to the sale. Bids will be rounded down to the nearest increment for further information relating to Bonhams executing telephone, on endeavour to execute these bids on your behalf but will not be liable General Bid Increments: £10 - 200by 10s £10,0 group questions you, priguestions you, priguestions you, and's liability to the terms of our protections of the terms of our guested by post 11 New Bond mn or by e-mail Customer Number City First Name Customer Number City Post / Zip code Address Indication discussions. Bornams test server you authorise Bonhams to send you mainstion was can be found on quested by post 11 New Bond mn or by e-mail City Post / Zip code Telephone evening Preferred number(s) in order for Telephone Bidding (inc. countr enderemail address: Bonhams to send you mainstions. Bonhams does not sell or trade email addresses. I am registering to bid as a private client I am registering to bid as a private client If registered for VAT in the EU please enter your registration here: I am registering to bid as a private client If registered for VAT in the EU please enter your registration here: I am registering to bid as a private client If registered for VAT in the EU please enter your registration here: I am registering to bid as a private client	Inly Sale no. 21667 Sale venue: New Bond Inly If you are not attending the sale in person, please provide details of the Lots on which you wish to to for further information relating to Bonhams executing telephone, online or absentee bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not be liable for any errors or failing to execute these bids on your behalf but will not provide details of the Lots on winters and secret these methal secret these bids on your behalf but will not be the behalf but will not be thable for any errors of failing to execute these bids on your behal				

FOR WINE SALES	ONLY										
Please leave lots "a	vailable under bond	' in bond	I will collect from	m Park Royal o	or bonded ware	house	Please include	delivery charges	(minimum	n charge of £20) + VAT)
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Your signature:						Date:					

* 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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