FINE AND RARE CHARACTER DOLLS

Wednesday 24 September 2014 Knightsbridge, London

Bonhams



FINE AND RARE CHARACTER DOLLS

Wednesday 24 September 2014 at 2pm Knightsbridge

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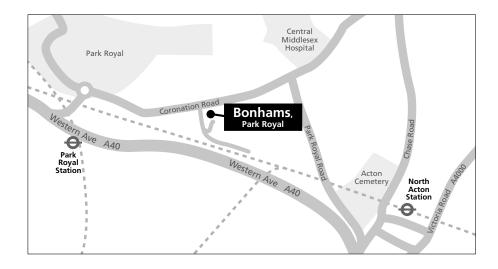
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Character Dolls



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FINE & RARE CHARACTER DOLLS

In the early part of the twentieth century the doll industry was awash with mass produced German pretty faced girl dolls. Gone where the fine quality French dolls of the last quarter of the nineteenth century, out-priced and marketed by the inferior and cheaper German dolls. But the major German doll makers where also concerned by the lack of originality in the dolls being manufactured.

At the same time intellectual circles began to take an interest in child psychology. This new awareness of children and interest in the child as a real person had an effect on the design of dolls, with the demand being for a more natural and childlike doll rather than a stylized 'pretty faced doll'.

By 1909 the German art scene was strongly influenced by the expressionism movement and the major German manufacturers decided it was time to produce and market dolls that had expression and realism, taking their inspiration from true life models, thus began the Art Doll Series.

Ernst Kämmer and Franz Reinhardt where shown a bronze bust of a six-weekold baby by the well-known Berlin artist Professor Lewin-Funcke, who had been recommended to them and although they could see the beauty of the modelling they where reluctant to produce it as a doll, however they did go ahead with there belief in creating a more realistic doll and put into production mould 100 their now famous Baby doll (commonly referred to as the Keiser Baby).

At first this 'Baby' doll was a hard product to sell, at the 1909 Berlin exhibition the doll failed to attract many buyers, with only one new customer ordering a dozen. However these first buyers successfully sold the 'Baby' doll straight away and encouragingly reordered in large numbers. At the same exhibition Kämmer & Reinhardt also showcased mould 101 a beautiful character child, marketed as 'Marie' when dressed as a girl and 'Peter' when dressed as a young boy, again these failed to attract significant orders, but after some persistence sales grew and the public become enchanted with these very appealing children.

Kämmer & Reinhardt together with Simon & Halbig who manufactured the dolls heads continued to take designs from Professor Lewin-Funcke who took inspiration from his four daughters especially his eldest daughter Karin, unfortunately the dolls that followed, moulds 102 through to 106 where not a success at the time and with little or no orders only small numbers where produced. Later dolls in the series such as moulds 107 'Carl', 109 'Elise', 112 'Walter' or 'Elsa' and 114 'Hans' or 'Gretchen' (modeled on Franz Reinhardt's grandson) had greater success. However there is no doubt that the public where not enraptured by the majority of these real life portraits especially the more heavily moulded dolls and similar to other areas of fine art it is only later that we truly appreciated the artistry of something ground breaking and special.

Bonhams are proud to offer this extremely important collection of dolls presenting an exciting opportunity to acquire some of the rarest and in some cases unique dolls from the Art Reform Series.

Acknowledgement: We would like to thank Jan Foulke and Maree Tarnowska for the information contained in their books 'Simon & Halbig Dolls, The Artful Aspect' and 'Rare Character Dolls'.



Bronze bust of Baby, the first of Kämmer & Reinhardt's' character dolls.



Franz Reinhardt's grandson, the model for mould 114 Hans and Gretchen.





1 (detail)

2 (detail)



4 (detail)

A KÄMMER & REINHARDT 'PETER' 101 BISQUE HEAD CHARACTER DOLL

The extremely fine quality bisque head with well painted sea-blue eyes with darker pupils and white reflection dot, fine black line to upper lid and single stroke eyebrows, shaded closed mouth and two red dots for nostrils, short light brown wig and on a fully jointed wood and composition body, wearing mauve velvet shorts and a green cotton tunic with buttons and white collar, underclothes, socks and white leather shoes, incised K&R, 101, 49, (minor wig-pulls above left ear), 49cm (19¼) tall.

£2,000 - 3,000	US\$3,400 - 5,100	€2,500 - 3,800
22,000 - 0,000	0000,400 - 0,100	CZ,000 - 0,000

Introduced in 1909 mould 101 truly represents the beginning of the 'True to Life' series of dolls designed by Professor Lewin-Funcke, although orders for this model where slow to begin with this model turned out to be one of K&R's most popular sellers in the pre-WWI period. Advertised as Marie when dressed as a young girl and Peter when a boy this delicate character doll obviously captured the heart of children worldwide.

This example has exceptionally well painted eyes and a good quality clean body.

2

A KÄMMER & REINHARDT 114 'GRETCHEN' BISQUE HEAD CHARACTER DOLL

The pale bisque head with painted brown eyes, having a fine black line to lid and single stroke eyebrows, lovely blonde wig with ringlets and cream silk ribbon, on a fully jointed wood and composition body and wearing her original white cotton dress with lace panels, under clothes, pink socks and slippers, incised K&R 114, 57, (some wig pulls, mainly above her right ear), *57cm (221/2in) tall.*

£2,000 - 3,000 US\$3,400 - 5,100 €2,500 - 3,800

Registered in 1909 mould 114 is the last doll designed and produced in the first year of this amazing series of dolls. Model 114 named 'Hans' when dressed as a boy and 'Gretchen' when a girl was advertised in Kämmer & Reinhardt's anniversary booklet of 1911 as commissioned by their own modeller to make a new character head. We assume that this is someone other then Professor Lewin-Funcke. This artist used the grandson of Franz Reinhardt as his model and thus produced a most wonderful character doll that must have had a good deal of success judging by the numbers produced prior to WWI.

This painted eye version with her heavily moulded chin and mouth combined with the delicately painted features create a fine example of 'Gretchen'.

A KÄMMER & REINHARDT 115 BISQUE HEAD TODDLER

With weighted brown glass eyes, painted lashes and single stroke eyebrows, down turned closed mouth and moulded brown hair, on a chunky fixed wrist wood and composition toddler body, wearing original brown pantaloons with braces, white shirt, red neck-tie, green flannel jacket, socks and brown leather shoes with pom-poms, incised K&R, 115/38, *38cm (15in) tall.*

£1,500 - 2,000	US\$2,600 - 3,400	€1,900 - 2,500
21,000 - 2,000	0002,000 - 0,400	C1,000 - 2,000

This wonderful example with all original clothes and chunky toddler style body and chubby cheeks portraying a truly healthy looking boy. The face has many similarities with early Kathe Kruse dolls and was obviously a very popular model as many other manufacturers produced dolls with a similar expression.

4

A KÄMMER & REINHARDT 117A BISQUE HEAD CHARACTER DOLL

With weighted brown glass eyes, painted lower lashes and feathered eyebrows, two pink dots for nostrils and closed mouth, short brown wig and on a fully jointed wood and composition body, wearing a white cotton and lace dress, underclothes, striped socks and leather lace-up shoes, incised K&R, Simon & Halbig, 117/A, 53, *53cm (21in) tall.*

£1,000 - 1,500 US\$1,700 - 2,600 €1,300 - 1,900

Mould 117 registered in 1911 has perhaps the most appealing expression produced by K&R. Advertised as 'Mein Leibling' (My Darling) an advertising name first registered in 1902, this doll had worldwide appeal. Incised as 117, 117A, 117N in closed and open mouth versions, celluloid and even in rubber (mould 817) this model must rank amongst the greatest and most popular of all character dolls, whichever the version or year of manufacture, quality was obviously never in dispute.

This finely moulded and well painted example gives the appearance of a young girl with a slightly inquisitive look.















5

5

5 (detail)

A RARE KÄMMER & REINHARDT 109 'ELISE' BISQUE HEAD CHARACTER DOLL

The extremely fine bisque head with painted blue/grey eyes, dark pupils with white reflection dash, painted upper eye-lid and delicate single stroke eyebrows, subtly painted and shaded closed mouth and dots to nostrils, moulded chin with slight dimple and shoulder-length light brown wig with red ribbons, on a fully jointed wood and composition body, wearing her original white cotton dress with pink ribbons and lace, underclothes, socks and brown leather shoes, incised K&R, 109, 54, (some tiny/minor wig-pulls to front rim, dent to left buttock), *54cm* (*211/in*) *tall.*

£5,000 - 7,000 US\$8,600 - 12,000 €6,300 - 8,800

A superb example of the very best quality bisque and moulding, this beautiful doll encaptures a dreamy young girl, with her gentle smile and slightly serious air.





6 (detail)

6

6

A KÄMMER & REINHARDT 112 'WALTER' BISQUE HEAD CHARACTER DOLL

The pale bisque head with painted dark blue eyes, white reflection dot and finely painted brown upper lids, single stroke eyebrows with a touch of feathering to one side, open/closed mouth with two painted upper teeth, tongue and smiling crease lines to each side of mouth, double chin, short brown hair and on a fully jointed wood and composition body, wearing traditional sailor-style trouser suit and leather shoes, incised K&R 112, 54, 61cm (14in) tall.

£4,000 - 6,000 US\$6,900 - 10,000 €5,000 - 7,500

Model 112 representing a younger child in the character series, his rounded face is similar to that of the 101 'Peter and Marie' and with his open/closed mouth gives the impression that he is about to speak to you.







7

7

7 (detail)

A FRANZ SCHMIDT & CO 1263 BISQUE HEAD CHARACTER DOLL

The pale bisque head with finely painted light blue eyes, dark pupils and white reflection dot, black line to upper lids and single stroke eyebrows, closed pouty mouth, pink dots for nostrils and moulded double chin, having a short brown wig and on a fully jointed wood and composition body, wearing a navy and white sailor trouser suit and beret, socks and black leather boots, incised Deponiert, FS&Co, 1263/50, Germany, *50cm (19¾in) tall.*

£3,000 - 5,000 US\$5,100 - 8,600 €3,800 - 6,300

This fine doll depicting an older boy with very handsome, well defined features all contributing to his thoughtful expression.









8

A HEUBACH 'POUTY' BISQUE SHOULDER HEAD CHARACTER BOY

The well moulded head with side glancing blue intaglio eyes, raised brows and snub nose, with a down-turned closed mouth, blushed cheeks and short heavily moulded brown hair, fixed neck to kid leather body, jointed at hips and knees and having jointed composition arms, wearing navy flannel trousers, velvet jacket, white vest, brown socks and leather shoes, incised 7, Germany, Heubach (in square), *51cm (20in) tall.*

£800 - 1,200 US\$1,400 - 2,100 €1,000 - 1,500

This excellent, heavily sculptured character doll is the shoulder head version of the seldom found Heubach 8648 Pouty.







9 (detail)



9

9

A VERY RARE KÄMMER & REINHARDT 102 BISQUE HEAD CHARACTER DOLL

The extremely fine and pale oval shaped face with strongly moulded and angular features, painted pale blue eyes with white dot for reflection, painted upper lids and raised single stroke eyebrows, two pink dots for nostrils and painted closed mouth with full lips and pouty expression, dimple to double chin, some light shading beneath eyes, with heavily moulded and detailed short blonde hair, on a fully jointed wood and composition body, wearing a black velvet trouser suit with lace collar, sleeves, belt, socks and black shoes, incised K&R 102, (lacks one small finger, hands rubbed, some wear to body), *55cm (21¾in) tall.*

£15,000 - 25,000 US\$26,000 - 43,000 €19,000 - 31,000

This version of 'Carl' with his beautifully moulded naturally textured thick hair, large sculptured ears and angular features together with the outstanding quality of bisque and painting has produced a superb example of this extremely rare doll.



10 (detail)





10

10

A KÄMMER & REINHARDT 107 'CARL' BISQUE HEAD CHARACTER DOLL

The pale bisque oval shaped head with painted blue/grey eyes, dark pupils and white reflection dot, painted black line to upper lid and single stroke eyebrows, painted shaded down-turned closed mouth, pronounced double chin and large ears, short light brown wig and on a fully jointed wood and composition body, wearing original brown velvet country style pantaloons, jacket and cap, striped socks and marked brown leather shoes with tassel's and holding his Steiff mohair bulldog, incised K&R, 107, 55, (hands a little rubbed, lacks one finger to left hand), *55cm (21½in) tall.*

£5,000 - 8,000 US\$8,600 - 14,000 €6,300 - 10,000

This older child being the wigged version of model 102, with spectacular serious expression and excellent facial moulding especially to the mouth, chin and dimple.



11 A LARGE RARE KÄMMER & REINHARDT 119 BISQUE HEAD CHARACTER BABY

The fine bisque head with weighted blue glass eyes, lashes and open/closed mouth with moulded tongue, short brown wig and on a composition baby body, wearing a white cotton night-dress, coat and bonnet, incised K&R, Simon & Halbig, 119/Baby, 62, 62cm (241/2in) tall.

£3,000 - 5,000	US\$5,100 - 8,600	€3,800 - 6,300
		0,000

Mould 119 with the incised Baby mark is undoubtedly the same child as model 115, although with a slightly softer more inquisitive face, his feather painted eyebrows, less defined double chin and more pronounced side eye creases all adding to his overall charm, a seldom found character baby doll.

12

A RARE SMALL SIZE KÄMMER & REINHARDT 112 'WALTER' BISQUE HEAD CHARACTER BABY

The pale bisque subtly moulded head with painted blue eyes having black dot iris and upper lid, single stroke eyebrows, open/closed mouth with two painted upper teeth and tongue, short light brown wig and on a composition baby body, wearing original lederhosen and straw hat, incised K&R 112, 34, *27cm* (101/2in), tall.

£1,500 - 2,000 US\$2,600 - 3,400 €1,900 - 2,500

Model 112 was advertised in 'Playthings' in 1910 as Walter or Elsa when dressed as a girl. This example dressed in traditional costume once again shows the superior quality bisque and fine painting produced by the Simon & Halbig factory. This model is possibly a younger version of K&R's 101 child and if designed by the same Berlin artist (Professor Lewin-Funcke) could possibly be a younger brother or sister to Peter and Marie.



12 (detail)

13

A LARGE KÄMMER & REINHARDT BISQUE HEAD CHARACTER BABY WITH GLASS EYES

With weighted blue glass eyes, painted upper lashes and single stroke eyebrows, open/closed mouth and short brown wig, on a composition baby body with exaggerated bend to right arm, wearing a cream satin romper with smocking and bonnet, incised 50, (paint work to body washed, small finger missing), *48cm (18¾in) tall.*

£800 - 1,200	US\$1,400 - 2,100	€1,000 - 1,500
2000 .,200		

Although the head is unmarked there is no doubt that this doll has all the characteristics of K&R's 100 model, with the rare addition of glass eyes and a real hair wig.

14

A KÄMMER & REINHARDT 115A BISQUE HEAD TODDLER CHARACTER DOLL

The well moulded head with weighted blue glass eyes, finely painted lashes and feathered eyebrows, closed mouth and short blonde wig, on a fully jointed wood and composition toddler body and wearing a white cotton dress with pinafore, underclothes, socks and shoes, incised K&R, Simon & Halbig, 115/A, 60, *56cm (24in) tall.*

£1,000 - 1,500 US\$1,700 - 2,600 €1,300 - 1,900

This large example on his toddler body shows exceptional modelling, his pouty expression, full cheeks, broad nose and second chin all coming together to give him a slightly frowning expression.







<image>



15 A RARE SIMON & HALBIG 1448 BISQUE HEAD CHARACTER DOLL

With weighted blue glass eyes, painted lashes and feathered eyebrows, closed mouth, pierced ears and light brown wig in plaits, on a fully jointed wood and composition body and wearing a white cotton dress with black stripes and pinafore with lilac flowers, underclothes and white leather shoes, incised 1448, Simon & Halbig, S&H, 43cm (17in) tall.

£4,000 - 6,000	US\$6,900 - 10,000	€5,000 - 7,500
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From the Simon & Halbig 1400 series of rare art character dolls, circa 1912, this is a nicely painted example of this rare doll which bears a close resemblance to Simon & Halbig's IV model.

16

A J.D KESTNER A.T TYPE BISQUE HEAD DOLL

The fine pale bisque head with weighted brown glass eyes, painted lashes and feathered eyebrows, the closed mouth with shaded lips and subtly moulded tongue, moulded double chin and delicately blushed cheeks, having a blonde wig and plaster pate and on a good fully jointed wood and composition body with fixed wrists, wearing her original blue and white spotted dress, underclothes and white leather shoes, incised 9, 37cm (141/2in) tall.

£2,500 - 3,500

US\$4,300 - 6,000 €3,100 - 4,400

Displaying superb oily-bisque this example of Kestner's A.T shows all the artistic appreciation to the ultimate French Bebe by A.Thuillier. Her softly enticing lips, endearing eyes and small petite nose all come together to produce the best in German homage to the French Bebe.



16 (detail)

17 A RARE SIMON & HALBIG 120 BISQUE HEAD CHARACTER DOLL

The pale bisque head with well moulded features, weighted brown glass eyes, painted lower lashes, real upper lashes and feathered evebrows, open mouth with upper teeth and brown wig with cream bow, on a fully jointed wood and composition body and wearing original cream satin dress with black velvet ribbon and lace, underclothes, socks and black laced shoes, incised Simon & Halbig 120, 46, 46cm (18in) tall.

£1,500 - 2,000 US\$2,600 - 3,400 €1,900 - 2,500

A similar doll to K&R's mould 117 (also manufactured by Simon & Halbig) this doll is certainly modelled on the same child but with just a slightly different expression.

18

A LARGE SIMON & HALBIG 939 BISQUE HEAD DOLL

The pale bisque head with fixed brown glass eyes, painted lashes and feathered eyebrows, two red dots for nostrils and closed mouth with full lips and red line detail, pierced ears and long brown wig, on a fully jointed wood and composition body and wearing a cream satin dress with lace, cream flannel jacket and bonnet, underclothes, socks and button boots, incised S 16 H, 939, (repair to one finger and another damaged), 73cm (28¾in) tall.

£1,500 - 2,500 US\$2,600 - 4,300 €1,900 - 3,100

Circa 1890 this large example with her heavily painted eyebrows and full shaded lips create an overall strong appearance.











19 (detail)



19 (detail)

19 AN EXTREMELY RARE AND UNIQUE KÄMMER & REINHARDT 108 BISQUE HEAD CHARACTER DOLL

The well moulded pale bisque head with finely painted blue/grey eyes with darker outer line to iris and red inner corner dot, white dot for reflection and painted upper eye-lid, single stroke brown eyebrows and closed slightly smiling mouth with shaded lips, two small red dots for nostrils and pierced ears, having auburn wig in two plaits with white ribbons, the eight ball jointed wood and composition body with swivel wrists and voice-box, wearing a white pin-tucked and broderie-anglaise cotton dress with lace cuffs, and with pale blue ribbon detail and sash, white cotton petticoat, bloomers and straw bonnet, incised K&R, 108, (kiln speck under right jaw with some discolouration to surrounding area, shading under chin, crack to one thigh, neck of body with some cracks/dents, toes scuffed), *64cm (25¼in) tall.*

See Sotheby's 'Important Dolls and Toys' auction, 8th February 1994, lot 133.

Since the sale of this doll at auction in 1994 no other example has been found. It is therefore possible that this doll was an experimental mould. This doll is undoubtedly modelled from the same child as moulds 103 and 109, however she has a more adult expression, with heavier moulding, full upper lip and her unique pierced ears all creating a striking portrait of a young lady.

£60,000 - 80,000 US\$100,000 - 140,000 €75,000 - 100,000







20

A RARE AND EXCEPTIONAL KÄMMER & REINHARDT 105 BISQUE HEAD CHARACTER DOLL

The beautiful pale bisque head with strong moulded features, painted blue/grey eyes with darker line to iris and white dot for reflection, painted brown line to upper lid and single stroke eyebrows, open/ closed mouth with prominent chin and noticable shadowing below eyes, having light brown shoulder length hair and on a fully jointed wood and composition body, wearing a white cotton dress with lace sleeves, underclothes, socks and white leather shoes, incised 105, K&R, 55, 55cm (17¾in) tall.

£40,000 - 60,000 US\$69,000 - 100,000 €50,000 - 75,000



20

See The Collectors Encyclopedia of Dolls, volume two by Dorothy S, Elizabeth A and Evelyn J Coleman, page 615, ill. 1384.

Modelled on one of Professor Lewin-Funcke's four children and noted as Girl 'friendly'. The execution of the moulding and painting is truly beautiful, particularly to her square chin and superbly painted open/ closed mouth with suggestion of a tongue.



21-22

A KÄMMER & REINHARDT 126 'MEIN LIEBLINGSBABY' BISQUE HEAD CHARACTER TODDLER

With brown glass flirty eyes, real lashes, open mouth with two upper teeth and moulded tongue, short auburn wig and on a fully jointed wood and composition body with voice box, wearing a knitted orange dress, underclothes, socks and leather shoes, incised K&R, Simon & Halbig, 126, 36, 40cm (15% in) tall.

£400 - 600 US\$690 - 1,000 €500 - 750

Mould 126 Mein Lieblingsbaby (My Darling Baby) was produced from 1914 up until the 1930s and has to be one of K&R's best selling baby dolls, advertised as 'The best and prettiest baby in the world, copied by all, equalled by none'. And this example with her flirty eyes and chubby toddler body certainly lives up to this billing.

22

A KÄMMER & REINHARDT 128 BISQUE HEAD CHARACTER TODDLER

With weighted blue glass eyes, open mouth, two upper teeth and moulded tongue, small dimple to chin, short blonde wig and on a good, shaped wood and composition body, wearing her original blue dress with pink smocking, underclothes, socks and cream leather shoes, incised K&R, Simon & Halbig, 128, 36, *40cm (15¼in) tall.*

£400 - 600	US\$690 - 1,000	€500 - 750
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Model 128 introduced in 1914 is very similar to the 126 and 122 character baby dolls, but this is a harder model number to find in bisque, this doll on its toddler body would indicate she is an early example.

23

A KÄMMER & REINHARDT 118A BISQUE HEAD CHARACTER BABY

With weighted blue glass eyes, real lashes and open mouth with two upper teeth, moulded dimples to cheeks and chin, short brown wig and on a good composition baby body, wearing original green knitted trouser suit with hat and booties, incised K&R, S&H, 118/A, 42, 42cm (12½in) tall.

£500 - 800 US\$860 - 1,400 €630 - 1,000

Moulds 118 and 118/A are relatalively hard to find. The three deeply moulded dimples creating a cute and adorable face.

24

A KÄMMER & REINHARDT 122 BISQUE HEAD CHARACTER BABY

With weighted brown glass eyes, open mouth with two upper teeth, moulded tongue and short brown wig, on a composition baby body and wearing original blue knitted trousers, jacket and hat with stripy jumper, incised K&R, Simon & Halbig, 122, 42, 42cm (16½in) tall.

£300 - 500	US\$520 - 860	€380 - 630
2000 000		

A delightful and excellent example of this popular character baby doll, first registered in 1912.

25

A KÄMMER & REINHARDT 121 BISQUE HEAD CHARACTER BABY

The pale bisque head with weighted blue glass eyes, painted lashes and feather eyebrows, open mouth, two upper teeth and trembling tongue, dimples to cheeks and short blonde wig, on a composition baby body and wearing a white cotton night-shirt and pink bonnet, incised K&R, Simon & Halbig, 121, 50, *50cm (19%in) tall.*

£400 - 600 US\$690 - 1,000 €500 - 750

Characterised by his deep set dimples and smiling mouth this attractive baby doll has all the attributes of a popular character baby.

26

A KÄMMER & REINHARDT 135 BISQUE HEAD BABY

With weighted blue glass eyes, painted lashes and feathered eyebrows, open mouth, two upper teeth and trembling tongue, short light brown wig and on a composition baby body with voice-box, wearing a cream wool coat and bonnet, underclothes and knitted boots, incised K&R, Simon & Halbig, 135, 50, Germany, *50cm (19%in) tall.*

£400 - 600 US\$690 - 1,000 €500 - 750

Manufactured in the 1920s this harder to find mould number was probably only in production for a short period of time, an interesting face with naturally-shaped upper lip and rosy cheeks.

27

A KÄMMER & REINHARDT 700 CELLULOID 'KAISER' BABY

The moulded head with painted features, brown eyes and hair, open/ closed mouth with two painted teeth and on a composition baby body with exaggerated bend to right arm, wearing a white cotton nightgown, marked K&R, 700/50, 50cm (191/2in) tall.

£300 - 500 US\$520 - 860 €380 - 630

Owing to the brittle nature of celluloid this is a relatively rare surviving example of this most famous of K&R's character baby dolls, the head was made by Rheinische Gummi und Celluloid Fabrik Co.



23-24



25-26



27-28

28

A KÄMMER & REINHARDT 728 CELLULOID BABY

With weighted blue glass eyes, real lashes, open mouth with two upper teeth, moulded tongue, short blonde wig and on a composition baby body, wearing original cream knitted romper suit and shirt, marked K&R, 728/4, Germany, *33cm (13in) tall.*

£300 - 500	US\$520 - 860	€380 - 630
£300 - 500	039520 - 660	£300 - 030

This celluloid version of mould 128 was first marketed in 1915 and manufactured in larger numbers than the bisque headed version.

29

A SMALL KÄMMER & REINHARDT 115A BISQUE HEAD CHARACTER BABY

With weighted brown glass eyes, closed mouth and short blonde wig, on a composition baby body and wearing original knitted trouser suit with cotton tunic, bib and socks, incised K&R, S&H, 115/A, 34, 28cm (11in) tall.

2400-000 030090-1,000 6000-700	£400 - 600	US\$690 - 1,000	€500 - 750
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This charming small example of mould 115/A being the wigged version of this doll and was introduced in 1911.



29-30

30

A KÄMMER & REINHARDT 127 BISQUE HEAD CHARACTER BABY

With weighted blue glass eyes, lashes and open mouth with two upper teeth and tongue, painted brown moulded hair and on a composition baby body, wearing original blue and white romper suit and later shoes, incised Germany, Simon & Halbig, K&R, 26, 127, *26cm (101/4in) tall.*

£400 - 600	US\$690 - 1,000	€500 - 750

Representing a healthy German child with rosy cheeks and moulded hair which is superbly painted.







31

31 (detail)

31 A RARE UNKNOWN MAKER 111 BISQUE HEAD CHARACTER BOY DOLL

The oval shaped face with finely painted bright blue eyes, moulded sockets with fine black line to upper lids and single stroke eyebrows, closed mouth and short blonde curly wig, on a fully jointed wood and composition body and wearing brown velvet pantaloons, mauve jacket and red checked shirt, brown socks and leather two-tone shoes, incised 111, (some small wig-pulls to back of head, lacks one thumb and two fingers), *48cm (19in) tall.*

£1,000 - 1,500 US\$1,700 - 2,600 €1,300 - 1,900

An interesting character doll with fine moulding and strikingly painted blue eyes all culminating to produce a quality 'Art Reform Doll'.





32 (detail)

32

32 A RARE UNKNOWN MAKER 111 BISQUE HEAD CHARACTER DOLL WITH GLASS EYES

The pale bisque head with narrow cheeks and pointed chin of an older child, weighted brown glass eyes, painted lashes and feathered eyebrows, closed mouth and shoulder-length brown wig with ribbon, on a fully jointed wood and composition body, wearing a pink and white striped pinafore dress with white blouse and cream tunic, socks and leather boots, incised 111, *49cm* (*191*/*in*) tall.

£1,200 - 1,800 US\$2,100 - 3,100 €1,500 - 2,300

See 'Simon & Halbig Dolls, The Artful Aspect' by Jan Foulke page 157 for similar doll.

This glass eyed version of this mystery character doll portrays all the fine qualities associated with rare German 'Art Reform Dolls' circa 1910.







33 (detail)



33 (detail)

AN EXTREMELY RARE KÄMMER & REINHARDT 103 BISQUE HEAD CHARACTER DOLL

The finely moulded head with serious expression, painted side glancing brown eyes with dark pupils and reflection dots, painted brown line to upper lid and single stroke eyebrows, with delicately shaded mouth, defined cheek bones and chin, long light brown wig and on a fully jointed wood and composition body, wearing later grey silk dress with lace collar and cuffs, red sash, underclothes, socks, shoes and ermine hat, incised K&R, 103, 58, (the body is not a typical K&R type), *60cm (231/2in) tall.*

£25,000 - 35,000 US\$43,000 - 60,000 €31,000 - 44,000

See The Collectors Encyclopedia of Dolls, volume two by Dorothy S, Elizabeth A and Evelyn J Coleman, page 614, ill. 1383.

Mould 103 known for her serious expression and side glancing eyes is one of the rarest of the 'Art Doll Series' by K&R, modelled on Professor Lewin-Funcke's daughter Karin, the subtle moulding to the facial features are of the best quality, giving her a rather thoughtful, wistful presence, a truly stunning tribute to the doll makers art of producing such a natural and real looking child in bisque.









34

34

A RARE KÄMMER & REINHARDT 109 'ELISE' BISQUE HEAD CHARACTER DOLL

The extremely fine bisque head with painted blue/grey eyes, dark pupils with white reflection dash, painted upper eye-lids and delicate single stroke eyebrows, subtly painted and shaded closed mouth and dots to nostrils, moulded chin with slight dimple and dimples to cheeks, shoulder-length light brown wig with red ribbon and on a fully jointed wood and composition body, wearing her original red dress with black polka-dots, white pinafore, underclothes, socks and white leather shoes, incised K&R, 109, 50, (mould split to rim at front, slight wear to some parts of body), *50cm (19¾in) tall.*

£4,000 - 6,000 US\$6,900 - 10,000 €5,000 - 7,500

An enchanting example with superb bisque and moulding, this doll captures all the qualities of K&R's 'Taken from Life, True to Life' series of dolls.



35-36

35

A STEIFF FELT GERMAN INFANTRYMAN DOLL IN FIELD UNIFORM, 1916/17 The felt face with centre seam and black boot button eyes, swivel head

and jointed at shoulders and hips, grey felt uniform with red trim and brass buttons with crown, leather helmet with brass spike and German Eagle emblem and felt cover, brown oil-cloth boots with Steiff buttons to soles, belt with wooden supply boxes, short sword, backpack and spring loaded rifle, button to left ear, 35.5cm (14in) tall.

£1,200 - 1,800 US\$2,100 - 3,100 €1,500 - 2,300

36

A STEIFF FELT SAILOR DOLL, CIRCA 1910

The felt face with centre seam, black boot button eves and painted mouth, swivel head and jointed at shoulders and hips, wearing blue felt sailor uniform with beret and black shoes with eighteen Steiff buttons to soles and button to left ear, (some dust/fading), 36cm (14in) tall.

£300 - 500	US\$520 - 860	€380 - 630

37

A STEIFF FELT CIRCUS BAND MUSICIAN DOLL, CIRCA 1910

The felt face with centre seam and black boot button eyes, pronounced hook nose and white hair, swivel head to rotund body, jointed at shoulders and hips, wearing sewn on orange uniform with brass buttons to chest, yellow epaulettes, waistcoat and leather shoes with spats, holding his brass horn, button to left ear, 41cm (16in) tall.

£1,000 - 1,500	US\$1,700 - 2,600	€1,300 - 1,900

38

A STEIFF FELT CIRCUS BAND MUSICIAN DOLL, CIRCA 1915

The felt face with centre seam, bright blue glass eyes, painted mouth and receding white hair, swivel head and jointed at shoulders and hips, wearing white felt trousers, yellow tail-coat, red jacket with gold trim, shirt and tie, black knee-high boots and holding a painted wooden horn, button to left ear, (some tiny holes to red jacket and some slight fading to colours), 40cm (153/4in) tall.

£1,000 - 1,500 US\$1,700 - 2,600 €1,300 - 1,900

39

A STEIFF FELT 'ALB' FARMER DOLL, CIRCA 1910

The wide felt face with stitching to jowl, black boot button eyes, large nose and painted mouth, grey thread hair, swivel head and jointed at shoulders and hips, wearing traditional style black felt trousers, blue coat and red jacket with eight Steiff buttons, black cap and leather boots, button to left ear, (some dust/fading), 33cm (13in) tall.

£600 - 800	US\$1,000 - 1,400	€750 - 1,000
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40

A RARE STEIFF FELT ADAMSON COMIC CHARACTER DOLL, **CIRCA 1927**

The elongated felt face with blue glass eyes and felt backing, three strands of hair to bald head, up-turned nose and cigar, swivel head and stumpy body with large belly, wearing black felt trousers, white waistcoat and striped shirt, (lacks button, damage/loss to ears, some small holes and repair to cigar, left hand and right thumb), 25cm (93/4in) tall.

£400 - 600 US\$690 - 1.000 €500 - 750

Adamson was a Swedish comic character created by O.Jacobsson, this character was known for his struggles against human weaknesses and his popular antics where published in daily newspapers not only in Europe but also America. Only 997 examples of this doll where sold between 1925-1929.

41

A STEIFF FELT DUTCH BOY AND GIRL DOLLS, CIRCA 1915

Each having crossed stitched face, blue glass eyes and painted stitched mouth, blonde hair and swivel head to felt body, jointed at shoulders and hips, boy wearing blue felt trousers, red patterned shirt and felt clogs, girl wearing a brown felt skirt, apron, checked blouse, felt clogs and Dutch bonnet, each having button to left ear, (faded and dusty), each 47cm (181/2in) tall. (2)

£600 - 1,000	US\$1,000 - 1,700	€750 - 1,300

42

A STEIFF 'KATZENJAMMER KIDS' MOTHER-IN-LAW FELT TEA-COSY

The felt face with stitched jowl, white felt eyes with black buttons, painted mouth and sewn on black cap, swivel head to body with jointed arms and large hands, wearing a red spotted top and green skirt with apron, button to left ear, 40cm (153/in) tall, together with a velvet Dachshund dog with large glass eyes. (2)

£400 - 600 US\$690 - 1.000 €500 - 750



37-38





39-40





43

A STEIFF CLOWN, 'SNIK' DWARF AND A FATHER CHRISTMAS FELT DOLL

The clown with moulded felt face, glass eyes, painted red nose and smiling mouth, white mohair wig, swivel head and cloth body, wearing a floral tunic with ruff and pointed hat, button to left ear, 36cm (14in) tall, together with 'Snik' having green glass eyes and smiling mouth, beard and wearing brown felt shorts, green jacket and wood and leather clogs, 32cm (12½in) tall, and a Father Christmas felt doll, 60cm (23½in) tall, (all faded/dusty, leather to one clog torn). (3)

£500 - 800	US\$860 - 1,400	€630 - 1,000

A STEIFF MICKEY MOUSE, BULLY DOG AND GRASSHOPPER

The velvet Mickey with black rexine pie-eyes and whiskers, wearing red felt shorts with white buttons, red shoes and yellow gloves, black felt ears with button and red label, *17cm (6¾in) tall*, together with a Steiff Bully from the Charleston Tiere series and a Kalle Stropp Grasshopper with velvet head and felt clothing, button to jacket, *18cm (7in).* (3)

£400 - 600 US\$690 - 1,000	€500 - 750
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45

44

STEIFF FELT RABBITS, SQUIRREL PINCUSHION AND CAT SPINNING TOY, CIRCA 1909

All with black boot button or bead eyes, tan velvet begging rabbit on wooden tumbling base, (lacks button), *20cm (8in) tall*, lying white rabbit with brown spots, red felt backed eyes, Elephant button, *19cm (7½in) long*, small begging rabbit, white with brown spots and Elephant button, *11cm (4¼in) tall*, brown and white squirrel pincushion with mohair tail holding a red berry and seated on a three leaf felt pincushion, (lacks button, some small repairs to leaves), *6.5cm (2½in) tall*, and a brown begging cat on spinning toy wooden base, (lacks button), *14.5cm (5¼in) tall*. (5)

£500 - 800	US\$860 - 1,400	€630 - 1,000
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46

TWO STEIFF FELT COCKERELS ON WHEELS, CIRCA 1919

Each with glass eyes, yellow, green, orange and red felt feathers and with detailed stitching on tail-feathers, on metal frames with wooden wheels, *larger 35.5cm (14in) tall, smaller 14cm (51/zin) tall.* (2)

£400 - 600	US\$690 - 1,000	€500 - 750
2400 000	000000 1,000	0000 100



45 47

TWO STEIFF FELT COCKERELS, CIRCA 1919

The first standing on felt covered wire feet and with black boot button eyes, yellow, green, orange and red feathers and detail yellow stitches to tail-feathers, *28cm (11in) tall*, together with similar toy with glass eyes and on a wire frame with wooden wheels, *26cm (10in) tall*. (2)

£400 - 600	US\$690 - 1,000	€500 - 750
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48

THREE STEIFF ANIMALS ON WHEELS, CIRCA 1915

Two 'Hopping' brown felt Dachshund dogs with glass eyes, black stitched noses and leather collars, each with wooden wheels, *smaller 32cm (12½in) long*, (lacks button, some small holes), *larger 35.5cm (14in) long*, together with a mohair rabbit with boot button eyes and on spoke metal wheels, with red neck ribbon and bell, *38cm (15in) long*, (mohair worn, repairs and damage to ears). (3)

£300 - 500	US\$520 - 860	€380 - 630

49

THREE STEIFF ANIMALS ON WHEELS

All with black boot button eyes and on metal wheels, including a white mohair dog with felt face and legs, stitched nose, mouth and curly tail, *18cm (7in) long,* (general wear, lacks button, large hole to back of right leg), a brown velvet Dachshund with leather collar and elephant button to left ear, *26cm (101/in) long,* (some tiny tears to tops of legs), and a felt and mohair camel with red saddle-cloth and leather harness, *28cm (11in) long.* (3)

£400 - 600	US\$690 - 1,000	€500 - 750

50

TWO STEIFF ANIMALS ON WHEELS

Including a red and white St Bernard dog with glass eyes and stitched nose and mouth, (mohair worn, pull-string inoperative), and a short mohair Reindeer with black boot button eyes, felt antlers and red neck ribbon, *both 50cm (191/2in) long.* (2)

£300 - 500 US\$520 - 8	60 €380 - 630
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46-47



48









53







54

51

STEIFF SOFT TOY CATS

Small black velvet Tom cat with arched back, green glass eyes and mohair tail, *12cm (4¾in) tall*, another larger Tom cat with green glass eyes, red stitched nose and claws, *34cm (13¼in) tall*, white mohair cat with black markings, swivel head and jointed legs, green glass eyes and pink stitched nose, mouth and claws, *23cm (9in) tall*, and two kittens with swivel heads (all except one kitten lack buttons). (4)

£200 - 300 US	\$\$340 - 520	€250 - 380
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52

STEIFF SOFT TOY DOGS

Seated St.Bernard with tail operated head movement, brown glass eyes, stitched nose, mouth and claws, button to ear, another seated St.Bernard with swivel head, (lacks button), *both 28cm (11in) tall*, and three Mollies (two lack button). (5)

£200 - 300 US\$340 - 520 €250 - 360	£200 - 300	US\$340 - 520	€250 - 380
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53

A MINIATURE STEIFF TEDDY BEAR, CIRCA 1920

The white mohair bear with black bead eyes, brown stitched nose and mouth, swivel head and jointed at shoulders and hips, button to ear, (some minor wear to mohair), 9cm (3½in) tall, together with a small brown short mohair bear with brown glass eyes, stitched nose and mouth, cloth pads, swivel head and jointed limbs, (some wear), 16cm (6¼in) tall, seated dog with button to ear (generally poor condition) and a pull-along toy lamb wool covered toy with glass eyes, head operated squeaker, on a red painted wooden wheeled base, 30cm (11¾in) long. (4)

STEIFF SOFT TOY ANIMALS, CIRCA 1960

56

Xorry standing reddish brown mohair fox with glass eyes and stitched nose and mouth, (lacks button), *43cm (17in) long*, standing mohair Roebuck with felt antlers and velvet lower legs, *28cm (11in) long*, mohair fawn and mohair Snucki the Ram, all with buttons. (4)

£200 - 300 US\$340 - 520 €250 - 380

55

54

TWELVE STEIFF POST-WAR SOFT TOY ANIMALS

Gaty alligator, Lizzy cat, seated lion, standing dog, Snucky ram, beaver, Okarpi, two cockerels, two swans and a ladybird (most lack buttons). (12)

£200 - 300 US\$340 - 520 €250 - 380

56

A STEIFF TEDDY BABY, CIRCA 1940

Blonde mohair Teddy Baby with brown and black glass eyes, clipped muzzle with brown stitched nose and claws, felt lined open mouth, swivel head and jointed at shoulders and hips, having turned down paws and felt pads, blue collar with bell, button and remains of yellow label to left ear (some minor wear to mohair and small repair to lower jaw), *17cm (141/2in) tall*, two mohair Zotty bears both with brown glass eyes, open felt lined mouths, stitched nose, down turned paws and felt pads, *42cm and 26cm (161/2in and 101/4in) tall*, and a Steiff monkey. (4)

£400 - 600 US\$690 - 1,000 €500 - 750



57-58-59

A MARKLIN TINPLATE PRAM

Hand painted in cream, with light blue seat, pressed tin decorated circular side panels and footwell, spoked wheels and turned wooden handle (some paint loss/rubbing, lacks canopy), *19cm* (71/2in) long.

£1,500 - 2,500	US\$2,600 - 4,300	€1,900 - 3,100
21,000 2,000	000⊈,000 4,000	C1,000 0,100

58

A LARGE MARKLIN TINPLATE PRAM

Hand painted in light blue with gold painted edging and scroll decoration, cream painted side panels with flower and scroll painted decoration, cream spoked wheels, tinplate handle and silk canopy (overall very good condition, some minor paint loss/chips to pram, paint to handle rubbed, some surface rust to wheels), *30.5cm (12in) long.*

59

A RARE MARKLIN TINPLATE SLEIGH

Hand painted in pink with white edging, light blue seat, red runners, gold painted applied tinplate scroll decoration to sides and bells to front, turned wooden handle and four small running wheels (overall good condition, a few minor paint chips, mainly to edges), *19cm (7½in) long.*

£1,500 - 2,500	US\$2,600 - 4,300	€1,900 - 3,100
21,000 2,000	0000	0,100

60

NINE PAIRS OF DOLL SHOES

Including black and white leather lace-ups, six pairs with pom-poms and two black pairs, *largest 6.5cm (21/2in)*.

£250 - 350	US\$430 - 600	€310 - 440

61 NINE PAIRS OF DOLL SHOES

Including brown and black lace-up ankle boots, five pairs with pompoms, two with buckles and another pair in black with rosettes, *largest 7cm* (2%*in*).

£250 - 350	US\$430 - 600	€310 - 440

62

NINE PAIRS OF DOLL SHOES

Including black and white lace-ups, five pairs with pom-poms, a pair with metal buckle, sandals and brown leather shoes with rosettes, *largest 7cm (2%in).*

£250 - 350 US\$430 - 600 €310 - 440

63

DOLL CLOTHES AND ACCESSORIES

Including a traditional-style Scottish out-fit with tartan kilt and black velvet jacket with sash, hat, socks and auburn wig, a boys grey woollen out-fit with jacket, pantaloons, shirt, straw boater, school-bag and brown wig, (*for approx 50cm tall doll*), a large size blue cotton dress with lace trim, a red velvet coat with ermine cape, muff and a brown wig, a rabbit skin covered miniature dog, books, doll print block and toy iron. (lot)

US\$340 - 520

£200 - 300

€250 - 380







64

64 (detail)

64

A SIMON & HALBIG 152 BISQUE HEAD LADY DOLL, UNMARKED

The spectacular pale oval shaped head with slender cheek lines and pointed chin, stunning pale blue intaglio eyes with finely painted individual upper lashes, moulded lids and feathered eyebrows, shading to inner eye, long chiseled nose with pink dots for nostrils and slightly smiling closed mouth with shaded lips, pierced ears and light brown wig in a bun, on a fully jointed wood and composition lady body with shaped bosom, wearing Edwardian style ankle-length brown skirt with detailed panels, red jacket with lace collar and cuffs, white shirt, brown cape with velvet collar, underclothes, cream silk shoes and feathered bonnet, incised 10, 60cm (23%in) tall.

£8,000 - 12,000 US\$14,000 - 21,000 €10,000 - 15,000

See The Collectors Encyclopedia of Dolls, Volume two by Dorothy S, Elizabeth A and Evelyn J Coleman, colour illustration 33.

One of the few adult dolls created by Simon & Halbig, the elegant lady with a truly noble appearance is also dressed in wonderful original clothes typical of the Edwardian period, a spectacular and impressive doll.







65 (detail)

65

65

A SIMON & HALBIG 150 BISQUE HEAD CHARACTER BOY DOLL

The fine quality bisque head with painted blue eyes and darker rim to iris, white dot reflection and fine line to upper lid, single stroke eyebrows and closed mouth with full protruding upper lip, rounded cheeks and slight double chin, short brown wig and on a fully jointed wood and composition body, wearing original grey pantaloons, white cotton shirt, red waist coat with metal buttons and blue felt tail-coat, blue neck ribbon, socks and leather shoes, incised 150, S&H, 3, *61cm (24in) tall.*

£5,000 - 8,000 US\$8,600 - 14,000 €6,300 - 10,000

Probably the largest size made of this mould, there is no doubting that the moulding and paint style has many similarities to that used for the Kämmer & Reinhardt 100 series dolls, possibly designed by the same artist Professor Lewin-Funcke, this doll is exquisitely dressed in original clothing.



66 (detail)

A KÄMMER & REINHARDT 114 'GRETCHEN' GLASS EYED **BISQUE HEAD CHARACTER DOLL**

The pale bisque head with weighted dark blue glass eyes, painted upper lashes and single stroke eyebrows, light brown wig with coiledplaits, on a fully jointed wood and composition body and wearing a white tunic dress with pink stitches to ruffled collar and sleeves, underclothes, socks and brown shoes, incised K&R 114, 64, 64cm (251/4in) tall.

£4,000 - 6,000 US\$6,900 - 10,000 €5,000 - 7,500

Another fine example of this harder to find glass eyed version of mould 114.

67

A KÄMMER & REINHARDT 'MARIE' 101 BISQUE HEAD CHARACTER DOLL

The well moulded pale bisque head with pale blue painted eyes, brown stroke to upper lid and single stroke eyebrows, closed mouth, shaded cheeks and blonde wig with coiled plaits, on a fully jointed wood and composition body, wearing original traditional costume with black silk skirt, red apron, velvet bodice and blouse, underclothes, socks, black shoes, embroidered bag with metal thread, chain and red head-scarf, incised K&R, 101, 39, 39cm (151/2in) tall.

£1,400 - 1,800

US\$2,400 - 3,100

A superb classic example of mould 101 with excellent guality bisque, delicately painted facial expression and stunning original traditional costume.



67 (detail)

68

A LARGE KÄMMER & REINHARDT 117N 'MEIN NEUER LIEBLING' BISQUE HEAD CHARACTER DOLL

With weighted blue glass eyes, painted lashes and feathered eyebrows, open mouth with upper teeth and paper tongue, light brown curly wig and on a good fully jointed wood and composition body, wearing her original orange frilled dress socks and leather shoes, incised K&R, Simon & Halbig, 117N, Germany, 80, 78cm (30¾in) tall.

£1,500 - 2,500 US\$2,600 - 4,300 €1,900 - 3,100

Introduced in 1916 as 'Mein neuer Liebling' (My new Darling), this pretty and popular doll was in production until 1930, a desirable and impressive doll in this larger size.

69

€1,800 - 2,300

A KÄMMER & REINHARDT 117 GLASS EYED 'MEIN LIEBLING' **BISQUE HEAD CHARACTER DOLL**

The pale bisque head with weighted blue glass eyes, painted lashes and feathered evebrows, closed mouth with delicately shaded lips and light brown shoulder length wig, on a good fully jointed wood and composition body and wearing original yellow dress with flowers, underclothes, socks, brown leather shoes and straw bonnet, incised K&R, Simon & Halbig, 117, 39, 39cm (151/2in) tall.

US\$1,700 - 2,600 €1,300 - 1,900 £1,000 - 1,500

A fine example in original condition having truly angelic appeal.









70

A J.D KESTNER 212 BISQUE HEAD CHARACTER DOLL

With weighted brown glass eyes, painted lashes and eyebrows, closed mouth with finely painted detail to lips, chubby cheeks and blonde wig with plaster pate, on a good fully jointed wood and composition body, with red 'German' stamp to rear, wearing original rose pink dress with red cotton tunic, underclothes and white socks and shoes, incised made in Germany, D 8, 212, 42cm (16½in) tall.

£1,500 - 2,000 US\$2,600 - 3,400 €1,900 - 2,500

A thoughtful looking character doll with finely painted and shaded lips, another example of Kestner at it's best.

71

A RARE HERTEL, SCHWAB & CO 149 BISQUE HEAD CHARACTER DOLL

The pale bisque heart shaped face with weighted brown glass eyes, finely painted lashes and raised feathered eyebrows, full closed mouth with darker outline and dimple to chin, short blonde bob-style wig and on a fully jointed wood and composition body, wearing her original cream and green dress with embroidered flower pattern to sleeves and skirt, underclothes, socks and leather shoes, incised 149, 5, *46cm* (*18in*) *tall.*

£3,000 - 5,000 US\$5,100 - 8,600 €3,800 - 6,300

This scarce doll with her quizzical expression, fine pale moulded bisque and dimple is probably the rarest of all the character dolls produced by this company.



71 (detail)

72

A RARE SMALL SIZE ARMAND MARSEILLE 550 BISQUE HEAD CHARACTER DOLL

With weighted brown glass eyes, single stroke eyebrows, closed mouth and short brown wig, on a fully jointed wood and composition body with fixed wrists, wearing her original brown gingham dress with white shirt, straw bonnet, socks and shoes, incised Germany, 550, A 3/0 M, DRGM, *25cm*, (*9*¾*in*) tall.

£400 - 600 US\$690 - 1,000 €500 - 750

First registered in 1910 this subtly moulded all original character doll is one of the more desirable mould numbers produced by Armand Marseille.

73

A BISQUE SHOULDER HEAD CHILD DOLL

The fine quality bisque dome head with pale blue fixed glass eyes, painted lashes and feather brows, closed mouth, pierced ears and blonde wig, fixed neck to kid leather body with stitched fingers and wearing original pink dress with pleated skirt and ribbon, underclothes, socks and shoes, incised 7, 40cm (15¾in) tall.

£400 - 600 US\$690 - 1,000 €500 - 750

A fine example of a German shoulder head child doll typical of those being manufactured in the 1880s.













74 (detail)



74

74 (detail)

AN EXTREMELY RARE KÄMMER & REINHARDT 104 BISQUE HEAD CHARACTER DOLL

The pale bisque with deeply moulded features depicting a laughing child, having beautifully painted blue eyes with dark pupils and white reflection dots, painted grey upper eye lids and single stroke eyebrows, with shading below eyes, accentuated nose and chin with dimple, and wide delicately painted and shaded mouth with laughter lines, defined cheek bones and well moulded ears, short blonde wig and on a fully jointed wood and composition body, wearing all original black velvet trouser suit with pleated jacket and collar and two rows of gilt metal buttons, striped socks and brown leather lace-up shoes, incised K&R 104, *50 (191/zin) tall.*

£30,000 - 50,000 US\$51,000 - 86,000 €38,000 - 63,000

One of the rarest of the Kammer & Reinhardt 'Art Doll Series', with only a few examples being known to exist, this doll is modelled on one of Professor Lewin-Funcke's four children, this doll is the same child depicted in mould 105 and was noted as Girl 'laughing'. Unfortunately as with other models in this series 104 was not a success at the time and only a small number were used in the big department shops in Berlin for decoration.





75 (detail)

75

75

AN EXTREMELY RARE KÄMMER & REINHARDT 104 BISQUE HEAD CHARACTER DOLL

The fine pale bisque with deeply moulded features depicting a laughing child with beautifully painted blue/grey eyes, dark pupils and white reflection dots, painted brown upper eye lids and single stroke eyebrows with shading below, accentuated nose and chin with dimple, wide delicately painted and shaded mouth with laughter lines, defined cheek bones and well moulded ears, shoulder length light brown wig with pink bow, and on a fully jointed wood and composition body, wearing all original pink dress with lace and a white short sleeve shirt, underclothes, socks and brown leatherette shoes, incised K&R 104, (hairline to back of head), *50cm (19½in) tall.*

£15,000 - 20,000 US\$26,000 - 34,000 €19,000 - 25,000

The exceptional deep moulding and superb painting of these two dolls is a tribute to both the designer Professor Lewin-Funcke and the masterful artistry of Simon & Halbig, two truly striking dolls. It has been documented in toy magazine articles that at the time of production hundreds of these heads for this mould where smashed due to lack of popularity.





76 (detail)



76 (detail)

76

A RARE SIMON & HALBIG 1388 BISQUE HEAD SMILING CHARACTER DOLL

The fine and deeply moulded head with weighted blue glass eyes, painted lower lashes and real upper lashes, raised and feathered eyebrows and open smiling mouth with a row of moulded upper teeth, laughter lines and pronounced chin, long auburn wig with cream bow and on a fully jointed wood and composition body, wearing a white cotton layered dress, underclothes, socks and shoes, incised 1388, Germany, Simon & Halbig, S&H, 12, 66cm (26in) tall.

£8,000 - 12,000 US\$14,000 - 21,000 €10,000 - 15,000

With her smiling character face and finely painted features this wonderful doll is one of the rarest of the S&H moulds, a pinnacle of achievement for doll artists in Germany at this time.











77

A RARE AND LARGE SIMON & HALBIG 1448 BISQUE HEAD CHARACTER DOLL

The pale bisque head with weighted brown glass eyes, painted lower lashes and real upper lashes, raised feathered eyebrows, two pink dots for nostrils and a closed mouth with well defined lips and darker outline, pierced ears and braided brown wig, on a fully jointed wood and composition body and wearing a pink satin dress with lace, underclothes, socks and white leather boots, in her red card box, incised 1448, Simon & Halbig, S&H, 13, *76cm (30in) tall.*

£8,000 - 12,000 US\$14,000 - 21,000 €10,000 - 15,000

A rare example of this mould with pierced ears, usually only attributed to her earlier twin sister Simon & Halbig IV, her large size enhancing her expression, especially to her well moulded and painted lips.



78

A KÄMMER & REINHARDT 114 'GRETCHEN' GLASS EYE BISQUE HEAD CHARACTER DOLL

The pale bisque head with weighted dark brown glass eyes, painted upper lashes and single stroke eyebrows, closed pouty mouth, dimple to chin and brown wig in two plaits, on a fully jointed wood and composition body and wearing a navy blue velvet smocked dress with puff sleeves and stitched pattern, under clothes and brown leather shoes, incised K&R 114, 49, *49cm (191/ain) tall.*

£3,000 - 5,000

US\$5,100 - 8,600

This rarer example of 'Gretchen' with her brown glass eyes has all the strong characteristics associated with this mould number.

79

A SCARCE KÄMMER & REINHARDT 'MARIE' 101 GLASS EYED BISQUE HEAD CHARACTER DOLL

The fine pale bisque head with blue/grey glass eyes, painted upper lashes and single stroke eyebrows, closed mouth, shaded cheeks and blonde wig with coiled plaits, on a fully jointed wood and composition body and wearing original traditional costume with pleated green skirt, striped pink and blue apron, braided jacket with lace collar, velvet string purse, underclothes, socks, black silver buckled shoes and mauve felt bonnet, incised K&R, 101, 39, *39cm (151/2in) tall.*

£2,000 - 3,000

See 'Rare Character Dolls' by Maree Tarnowska page 78.

A rare and superb example of mould 101 with glass eyes. The K&R anniversary booklet of 1911 mentions the difficulty the designers encountered when producing these head with sleeping eyes, as this could alter the intended facial expression.

US\$3,400 - 5,100



79 (detail)

80

A RARE KÄMMER & REINHARDT OPEN MOUTH 117A BISQUE HEAD CHARACTER DOLL

With weighted brown glass eyes, painted lashes and feathered eyebrows, open mouth with upper teeth and dimple to chin, long brown wig with two plaits and blue ribbons, on a fully jointed wood and composition body and wearing a white cotton sailor-style dress, underclothes, socks and shoes, incised K&R, Simon & Halbig, 117/A, 70, 70cm (271/2in) tall.

£700 - 1,000

US\$1,200 - 1,700 €880 - 1,300

A rare example with incised mark 117/A and open mouth. A lovely doll having all the attributes associated with this mould.

81

€3,800 - 6,300

€2,500 - 3,800

A LARGE KÄMMER & REINHARDT 117 'MEIN LIEBLING' BISQUE HEAD CHARACTER DOLL

With weighted brown glass eyes, painted lashes and feather eyebrows, brown curly wig and pink dots for nostrils and with a closed mouth, on a fully jointed wood and composition body and wearing a pink cotton dress with layers, jacket, bonnet and black leatherette lace-up shoes, incised K&R, Simon & Halbig, 117, 70, (some wig pulls to right side of temple), *70cm (271/2in) tall.*

£1,000 - 1,500 US\$1,700 - 2,600 €1,300 - 1,900

A large and stunning example of this iconic doll, fine quality bisque and superbly painted features all come together to create a beautiful doll.













82 (detail)



82 (detail)

AN EXTREMELY RARE KÄMMER & REINHARDT 106 'HEINZ' BISQUE HEAD CHARACTER DOLL

The well moulded pale head with puckered expression, side-glancing blue/grey eyes with darker rim to iris and fine brown line to upper lid, single stroke eyebrows and closed pouty mouth with accentuated dimple to chin, short brown auburn hair and on a fully jointed wood and composition body, wearing original grey pantaloons, blue striped shirt with white buttons, black neck-tie, leather belt, brown hat and leather boots, 106 painted in red to back of head, *52cm (201/zin) tall.*

£40,000 - 60,000 US\$69,000 - 100,000 €50,000 - 75,000

See The Collectors Encyclopedia of Dolls, volume two by Dorothy S, Elizabeth A and Evelyn J Coleman, page 615, ill. 1385.

Heinz is modelled after Professor Lewin-Funcke's nephew Heinz Burkowitz and is probably the most expressive in the 100 series of character dolls, with his deeply moulded features, prominent double chin and dimple, his puckered and rather endearing expression typical of a young and slightly mischievous child.

Other known examples of mould 106 are incised to the back of the head, it is likely that this doll with his painted 106 number is the prototype for this doll.







83

A UNIQUE AND PREVIOUSLY UNKNOWN BISQUE HEAD CHARACTER DOLL MARKED 11, PROBABLY BY KÄMMER & REINHARDT

The pale bisque head with subtle moulding to bridge of nose, mouth and chin, finely painted brown eyes with darker rim to iris and white dot for reflection, painted brown line to upper lid, single stroke eyebrows and two pink dots for nostrils, closed mouth with delicate shading and slight laughter lines, brown plaited wig and on a fully jointed wood and composition body, wearing a dark red velvet dress with lace collar, underclothes, socks and leather shoes, incised 11, (a fine red firing line to right temple going into a very fine hairline approx 4cm in length, slight rub to nose and left cheek, one finger repaired), 62cm (24¼in) tall.



83

This doll has many similarities to other rare Kammer & Reinhardt series 100 'Art Reform Dolls'. The quality of bisque and moulding together with the style and application of the painted features are identical to that of the known and marked character dolls by K&R. Together with the cut of the head and the style of the incised number 11 in our opinion this doll is the missing 111 from this iconic series, mould 111 was registered by K&R in 1909. This model of doll has, to our knowledge, never before been offered for sale at auction.



84

A KLEY & HAHN 525 BISQUE HEAD CHARACTER TODDLER

The very fine bisque head with weighted brown glass eyes, painted lashes and feathered eyebrows, open/closed mouth showing tongue and double chin, short blonde wig and on a fully jointed chunky wood and composition body, wearing original pale blue cotton romper suit with Peter Pan collar and cap, incised Germany, K&H, 525, 6, (lacks thumb), *37.5cm* (14% in) tall.

£400 - 600 US\$690 - 1,000 €500 - 750

This rare wigged example with its lovely expressive face is in wonderful and original condition.

85

A SIMON & HALBIG 1488 BISQUE HEAD TODDLER

The beautiful pale bisque head with weighted blue glass eyes, painted lashes and feathered eyebrows, two pink dots for nostrils and closed mouth, short light brown wig and on a fully jointed wood and composition body, wearing a brown velvet dress with lace collar, underclothes, socks and shoes, incised 1488, Simon & Halbig, 12, *59cm (23in) tall.*

This lovely character child with finely painted eyebrows and full parted lips with painted tongue creating a wistful expression.

US\$3,400 - 5,100

85

86 A KÄMMER AND REINHARDT/RHEINISCHE GUMMI 717 CELLULOID CHARACTER DOLL

With brown glass 'flirty' eyes, painted lower lashes and real upper lashes, feathered eyebrows, two pink dots for nostrils and open mouth with four upper teeth, short brown hair with pink ribbon and on a slender fully jointed wood and composition body, wearing her original pink dress with flower pattern, under clothes, socks and shoes, marked K&R, 717/*65, Germany, 'turtle mark', *65cm (251/in) tall.*

£500 - 800 US\$860 - 1,400 €630 - 1,000

This celluloid version of mould 117 on a slender jointed body with raised knee joints was designed to allow the doll to wear shorter dresses without showing her ball joints.

87

€2,500 - 3,800

A KÄMMER & REINHARDT 'MARIE' 201 BISQUE SHOULDER HEAD CHARACTER DOLL

The pale bisque head with painted blue eyes, black strokes to upper lids and single stroke eyebrows, closed mouth and long light brown wig, fixed neck to pink kid leather body and jointed at hips and knees with fully jointed wood and composition arms, wearing a white cotton dress, underclothes, blue velvet coat, socks, white leather shoes and fur muff, incised 201, K&R, 47cm (181/2in) tall.

£600 - 1,000 US\$1,000 - 1,700 €750 - 1,300

A seldom found example of 'Marie' manufactured as a shoulder head doll.

£2,000 - 3,000







•





88 (detail)



88

88 (detail)

A KÄMMER & REINHARDT 107 'CARL' BISQUE HEAD CHARACTER DOLL

The exceptionally pale bisque oval shaped head with painted blue/grey eyes, dark pupils and white reflection dot, painted black line to upper lid and shading below, single stroke eyebrows, painted and shaded down-turned closed mouth, pronounced double chin and large ears, short light brown wig and on a fully jointed wood and composition body, wearing original red knitted sailor style outfit with brown socks and leather boots, incised K&R, 107, 55, 55cm (211/2in) tall.

£5,000 - 8,000 US\$8,600 - 14,000 €6,300 - 10,000

An exceptional example of Carl having superb moulding, oily bisque, subtly painted mouth and solemn expression.







89

89

AN UNMARKED KÄMMER & REINHARDT 112 'WALTER' GLASS EYED BISQUE HEAD CHARACTER DOLL

The pale bisque head with weighted blue glass eyes, finely painted lashes and feathered eyebrows, open/closed mouth with two painted upper teeth, tongue and smiling crease lines to each side of mouth and a double chin, short brown hair and on a fully jointed wood and composition body, wearing traditional sailor-style trouser suit and leather shoes, (eyes re-set and now fixed, body probably not original to doll and has a replaced lower arm and hand, play worn), *58cm (23in) tall.*

£3,000 - 5,000 US\$5,100 - 8,600 €3,800 - 6,300

This rare glass eyed version of model 112 represents a younger child in the character series, his rounded face is similar to that of the 101, possibly being the younger brother or sister of the child that posed for Peter and Marie.







90 (detail)



90

A LARGE J.D KESTNER BISQUE HEAD 'KEWPIE' GOOGLY-EYED DOLL

The well moulded and rounded face with large brown glass side-glancing googly-eyes, water melon mouth and blushed cheeks, with blonde moulded hair with top-knot, on a fully jointed wood and composition toddler body and wearing original cream and red cotton trouser suit, wool socks and leather shoes, incised J.D.K 12 made in Germany, (some distress and cracking to body and paint, body possible not original), *47cm (18½in) tall.*

£2,000 - 3,000 US\$3,400 - 5,100 €2,500 - 3,800

This large example, circa 1910 Kewpie, designed by Rose O'Neill was produced under licence by Kestner for a short period of time. This doll has superbly moulded hair and the quality of bisque is exceptional.







91 (detail)

91

91

A RARE SIMON & HALBIG 1448 BISQUE HEAD CHARACTER DOLL

The pale bisque head with weighted brown glass eyes, painted lashes and feathered eyebrows, pinched nose with two painted red nostrils and closed mouth, curly brown wig and on a fully jointed wood and composition body, wearing blue flannel sailor-style dress, underclothes, socks and white leather shoes, incised 1448, Simon & Halbig, 10, (repair to one finger), *64cm (25in) tall.*

£6,000 - 8,000 US\$10,000 - 14,000 €7,500 - 10,000

Her lovely quality bisque, finely painted feathered eyebrows and full mouth give her a most captivating expression.





92 (detail)

92

'MAX AND MORITZ' COMIC STRIP CHARACTER BISQUE HEAD DOLLS

The well moulded heads having painted single stroke eyebrows, lashes to upper eyelids and painted wide mischievous grins, upturned rounded noses, unusaul glass flirty eyes with lever swing mechanism allowing each eyeball to move individually, both on a fully jointed wood and composition bodies, 'Max' with dark brown real hair wig and wearing a brown felt jacket with metal buttons, black felt trousers and colourful striped socks, pencil mark to ball of right foot '3999', 'Moritz' with ginger real hair wig with quiff to front and wearing red felt jacket, pink cotton top, black felt trousers, pencil mark to ball of right foot '4000', ('Max' with slight paint rub to tip of nose and some other areas including left cheek, 'Mortiz' with slight rub to right cheek. Both bodies with arms, torso and upper part of thighs repainted, Max missing little finger to right hand), *both 41cm (16in) tall.* (2)

£5,000 - 8,000 US\$8,600 - 14,000 €6,300 - 10,000

Many of the dolls features indicate that they where almost certainly manufactured by Kämmer & Reinhardt circa 1913, these are unmarked and therefore it is possible that these examples are prototypes. The interesting eye mechanisms, where both eyeballs move individually probably relate to patents put forward in 1913 by K&R 'DRGM 633 762 'Doll head with movable eyeballs' and DRP 282 339 'Doll head with movable eyeballs showing different eye expressions by means of a lever swing' also advertised the same year 'Max and Moritz dolls with roguish eyes are our latest doll models'.

See: German Doll Encyclopedia 1800-1939. By Jürgen & Marianne Cieslik, page 138, ref 1913 and illustrations 792 & 793.

End of Sale



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

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

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

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to £50,000 of the Hammer Price 20% from £50,001 to £1,000,000 of the Hammer Price 12% from £1,000,001 of the Hammer Price

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

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:

- + 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*)
 6 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

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- 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

- 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*.
- 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

7.5

- 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*.
 - 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 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.

GOVERNING LAW

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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*.

4.4

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

5 STORING THE LOT

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

RESPONSIBILITY FOR THE LOT

6

6.1

6.2

- 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.
- 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*.

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

- 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 such companies, and of 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 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 W15 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

Selfer with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue

which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds. "Description" any statement or representation in any

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

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams*' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

"risk": the possibility that a Lot may be lost, damaged,

destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot.* "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

In a contract of sale, other than one to which subsection
 (3) below applies, there is also an implied term that-

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

Bonhams Specialist Departments

19th Century Paintings

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

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini

+61 2 8412 2222

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

American Paintings Alan Fausel +1 212 644 9039

Antiquities Madeleine Perridge +44 20 7468 8226

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

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK Mark Oliver +44 20 7393 3856 U.S.A Frank Maraschiello +1 212 644 9059

Australian Art

Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088

Australian Colonial Furniture and Australiana +1 415 861 7500

Books, Maps & Manuscripts UK Matthew Haley +44 20 7393 3817 U.S.A Christina Geiger +1 212 644 9094

British & European Glass

Simon Cottle +44 20 7468 8383 U.S.A. Suzy Pai +1 415 503 3343 British & European Porcelain & Pottery UK John Sandon +44 20 7468 8244

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

California & American Paintings Scot Levitt +1 323 436 5425

Carpets UK Mark Dance

+44 8700 27361 U.S.A. Hadji Rahimipour +1 415 503 3392

Chinese & Asian Art UK Asaph Hyman

+44 20 7468 5888 U.S.A Dessa Goddard +1 415 503 3333 HONG KONG +852 3607 0010 AUSTRALIA Yvett Klein +61 2 8412 2222

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

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

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

Costume & Textiles Claire Browne +44 1564 732969

Entertainment Memorabilia UK Stephanie Connell

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

Furniture & Works of Art

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

Greek Art Olympia Pappa +44 20 7468 8314

Golf Sporting Memorabilia Kevin Mcgimpsey +44 1244 353123

Irish Art Penny Day +44 20 7468 8366

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

Islamic & Indian Art Alice Bailey +44 20 7468 8268

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

Jewellery UK Jean Ghika +44 20 7468 8282 U.S.A Susan Abeles +1 212 461 6525 AUSTRALIA Anellie Manolas +61 2 8412 2222 HONG KONG Graeme Thompson

Marine Art UK Veronique Scorer +44 20 7393 3962 U.S.A Gregg Dietrich +1 917 206 1697

+852 3607 0006

Mechanical Music Jon Baddeley +44 20 7393 3872

Modern, Contemporary & Latin American Art U.S.A Alexis Chompaisal +1 323 436 5469

Modern Design Gareth Williams +44 20 7468 5879 To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

Motor Cars

UK Tim Schofield +44 20 7468 5804 U.S.A Mark Osborne +1 415 503 3353 EUROPE Philip Kantor +32 476 879 471

Automobilia UK Toby Wilson +44 8700 273 619 U.S.A Kurt Forry +1 415 391 4000

Motorcycles Ben Walker +44 8700 273616 **Automobilia** Adrian Pipiros +44 8700 273621

Musical Instruments Philip Scott +44 20 7393 3855

Native American Art Jim Haas +1 415 503 3294

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

Old Master Pictures

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

Orientalist Art Charles O'Brien +44 20 7468 8360

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

Portrait Miniatures Jennifer Tonkin +44 20 7393 3986

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

Russian Art UK Sophie Law +44 20 7468 8334 U.S.A Yelena Harbick +1 212 644 9136 Jon Baddeley +44 20 7393 3872 U.S.A. Jonathan Snellenburg +1 212 461 6530

Scientific Instruments

Scottish Pictures Chris Brickley +44 131 240 2297

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

South African Art Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Toys & Dolls Leigh Gotch +44 20 8963 2839

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

Watches & Wristwatches UK

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

Whisky UK Martin Green

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

Wine

UK Richard Harvey +44 (0) 20 7468 5811 U.S.A Doug Davidson +1 415 503 3363 HONG KONG Daniel Lam +852 3607 0004 +44 1935 815 271

Bury St. Edmunds

Bury St Edmunds

Suffolk IP33 1RG +44 1284 716 190

The Market Place

Reepham Norfolk NR10 4JJ

+44 1603 871 443

+44 1603 872 973 fax

21 Churchgate Street

+44 1284 755 844 fax

Dorset

Bill Allan

Norfolk

Midlands

Knowle

B93 0HT

Oxford •

East Anglia

UNITED KINGDOM

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

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

South East England

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

Guildford Millmead, Guildford.

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

Isle of Wight +44 1273 220 000

Representative: Kent George Dawes +44 1483 504 030

West Sussex Jeff Burfield +44 1243 787 548

South West England

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

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

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

Winchester

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

Tetbury

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

Channel Islands

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

Representative: Guernsey +44 1481 722 448

Scotland

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

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

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

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

EUROPE

Austria - Vienna Tuchlauben 8 1010 Vienna Austria +43 (0)1 403 00 01 vienna@bonhams.com

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

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

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

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

Greece - Athens 7 Neofytou Vamva Street 10674 Athens +30 (0) 210 3636 404 athens@bonhams.com

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

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

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

+31 20 67 09 701 +31 20 67 09 702 fax amsterdam@bonhams.com

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

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

Denmark Henning Thomsen +45 4178 4799 denmark@bonhams.com

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

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

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

russia@bonhams.com

Joslynne Halibard +972 (0)54 553 5337 joslynne.halibard@bonhams.com

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

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

SOUTH AMERICA

Argentina Daniel Claramunt +54 11 479 37600

Brazil

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

ASIA

Hong Kong • Suite 2001

One Pacific Place 88 Queensway Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax hongkong@bonhams.com

Beijing

Hongyu Yu Suite 511 Chang An Club 10 East Chang An Avenue Beijing 100006 +86(0) 10 6528 0922 +86(0) 10 6528 0933 fax beijing@bonhams.com

Japan

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

Singapore

Bernadette Rankine 11th Floor, Wisma Atria 435 Orchard Road Singapore 238877 +65 (0) 6701 8038 +65 (0) 6701 8001 fax bernadette.rankine@ bonhams com

Taiwan

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

AUSTRALIA

Sydney

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

Melbourne

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

AFRICA

Nigeria Neil Coventry +234 (0)7065 888 666 neil.coventry@bonhams.com

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

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

NORTH AMERICA

220 San Bruno Avenue

+1 (415) 861 7500

+1 (415) 861 8951 fax

580 Madison Avenue

+1 (212) 644 9001

Representatives:

Terri Adrian-Hardy

+1 (480) 994 5362

+1 (916) 364 1645

District of Columbia/

+1 (212) 644 9007 fax

New York, NY

10022

Arizona

California

David Daniel

Mid-Atlantic

Martin Gammon

+1 (202) 333 1696

+1 (949) 646 6560

+1 (305) 228 6600

Mary Moore Bethea

+1 (404) 842 1500

Ricki Blumberg Harris

Boston/New England

+1 (312) 475 3922

+1 (773) 267 3300

+1 (617) 742 0909

David Daniel +1 (775) 831 0330

Leslie Trilling +1 (505) 820 0701

+1(503) 312 6023

Amy Lawch +1 (713) 621 5988

Massachusetts

Amy Corcoran

New Mexico

Sheryl Acheson

Nevada

Oregon

Texas

Florida

Georgia

Illinois

Southern California Christine Eisenberg

Central Valley

San Francisco •

San Francisco

CA 94103

USA

Netherlands - Amsterdam De Lairessestraat 154 1075 HL Amsterdam

Spain - Madrid

Switzerland - Geneva

Representatives:

Russia - Moscow

Russia - St Petersburg Marina Jacobson +7 921 555 2302

MIDDLE EAST

Israel

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

CANADA

The Old House Station Road Knowle, Solihull West Midlands +44 1564 776 151 +44 1564 778 069 fax Banbury Road Shipton on Cherwell Kidlington OX5 1JH Wales +44 1865 853 640 +44 1865 372 722 fax

Yorkshire & North East England

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

North West England

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

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

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