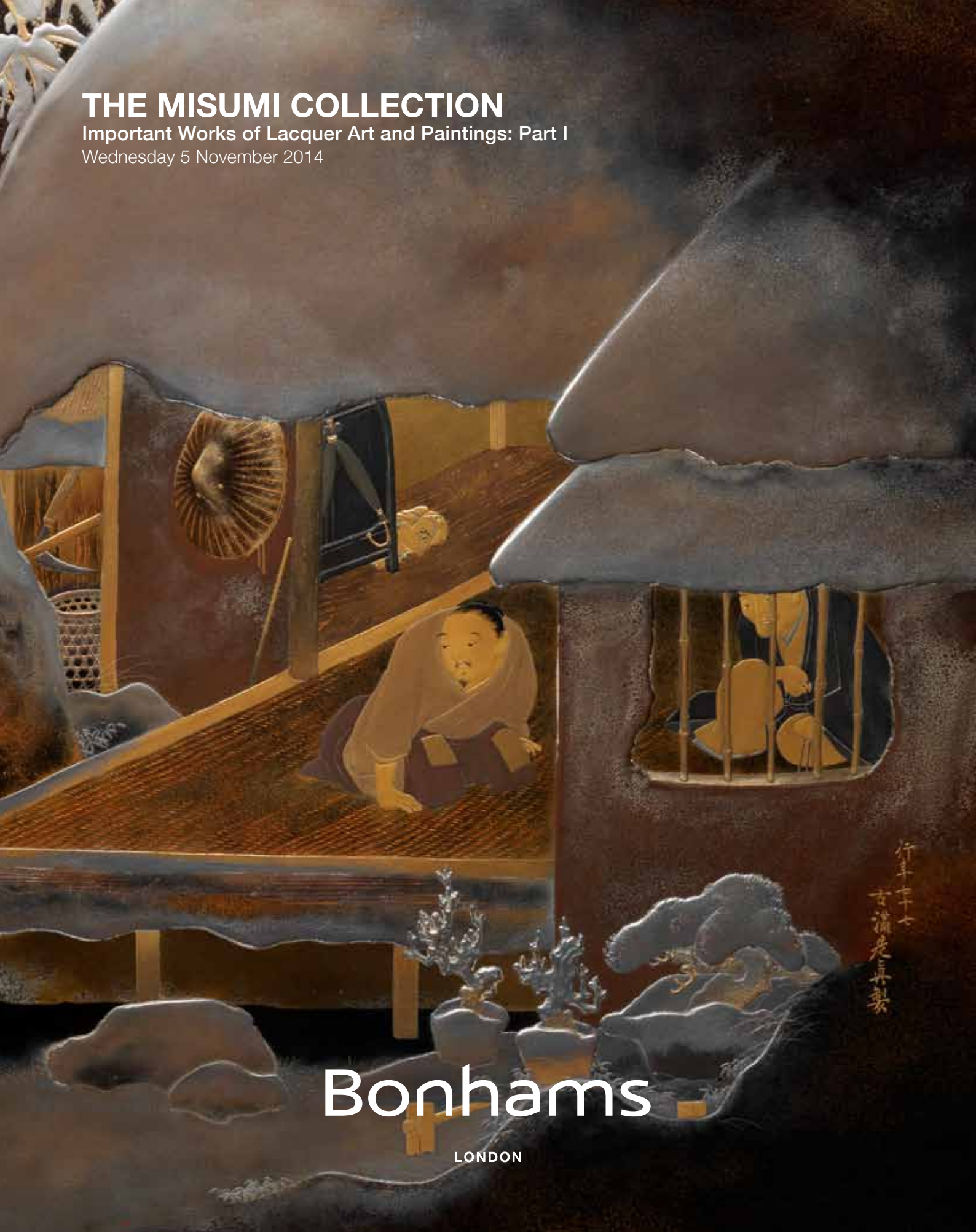


THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part I

Wednesday 5 November 2014



行年七十
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Bonhams

LONDON

THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part I

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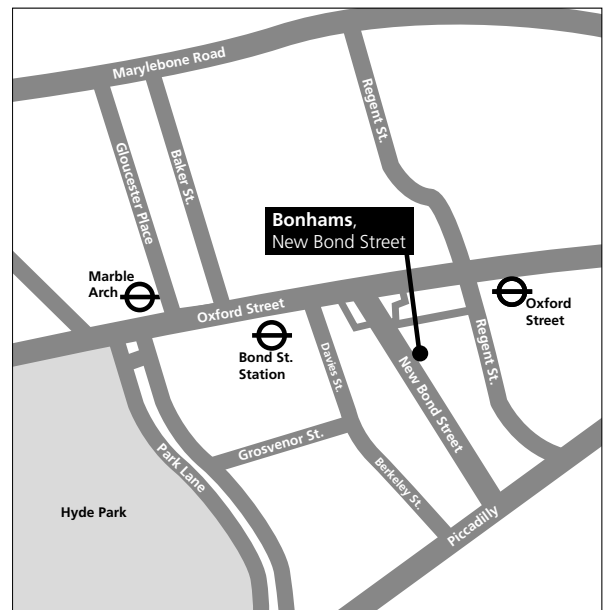
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FOREWORD FROM THE COLLECTOR

The exhibition 'Shibata Zeshin: From Lacquer Arts to Painting', held at the Nezu Museum in November 2012, featured 139 works from collections in Japan. Of the 127 lacquer pieces in the show (excluding conventional paintings), 29 came from the Misumi Hisashi collection and of these 27 were exhibited for the very first time. A large number of visitors to the museum were heard to ask who this Misumi Hisashi might be and there was widespread admiration for the quality and quantity of these previously unknown works, so much so that although this was just a temporary exhibition the catalogue had to be reprinted.

For two years or more the Misumi Collection has enjoyed the attention of scholars and different sections of the media as well as attracting renewed interest from connoisseurs, so it will be very interesting to see what kind of reaction there is in Japan when it is offered for sale at Bonhams. Over three decades of selecting lacquer art from a number of private sources, I have been constantly disappointed at the lack of Japanese collectors of Zeshin and even though I have continued to collect lacquer with my focus on his work, unfortunately there have been no new Japanese entrants to the field. In fact after 1997, following the dispersal of the Raymond Bushell and Charles A. Greenfield collections, no significant group of Zeshin's work has come onto the market so that it has only been possible to study the collections of Nasser D. Khalili and Catherine and Thomas Edson. But since 2010 beginning with the Edward Wrangham Collection series of sales at Bonhams, I have observed the emergence of some new collectors and I have at last decided that the time has come to pass the baton on to them. It was my two decades of friendship with Takao Yō—the world's leading authority on Edo-period and Meiji-era crafts and especially on Shibata Zeshin, *inrō* and similar topics—that persuaded me to show my collection, hidden from public view for 20 years, at the Nezu exhibition.

An Imperial eulogy presented to Zeshin's family around the time of his death states that he '... applied carving to *shibuichi-nuri* and did bronze-coloured *maki-e*, as well as carrying out research into a range of lacquer techniques including *tetsusabi-nuri*, *sahari-nuri*... and *seigaiha-nuri*. He also invented a method of painting with lacquer on paper...' Thanks to an article by Takao Yō on the subject of Zeshin's cutting technique (in Japanese, *subori*), we now know that the 'carving' (or 'sculpture') mentioned in the eulogy refers not to his well known scratched signatures but to a mode of sculptural expression using a specialist carving knife. Some time ago, when I purchased a five-tiered box decorated with harvest motifs—subsequently owned by Irving Gould and now in the Nasser D. Khalili Collection (Earle 1996, cat. no. 23)—I was amazed and delighted to see that this *subori* technique had been used to convey the appearance of decaying crow's feathers hanging from the ropes of a *naruko* (bird-scarer), in a manner that would seem unimaginable to an ordinary person.

Inspired by this insight, I made the *subori* manner of carving the benchmark for all my subsequent collecting of Zeshin's works. Why was it, I wondered, that Zeshin chose to use a technique that involved applying a knife to pieces he had produced through multiple, painstaking applications of lacquer, seeming almost to damage the surface? Can we deduce from the fact that the carving is sometimes so faint as to be invisible to the naked eye but is sometimes bold and deep that he used a wide variety of different blades? Can we make this concept of *subori*, seen both in carved designs and in signatures, a new criterion to guide our collecting of Zeshin's works? I would prefer to leave this subject for a new generation of connoisseurs and students to ponder. Once these new collections are complete, for the sake of the many Zeshin fans and scholars here in Japan I hope they will return to their native land.

Misumi Hisashi

2012年11月根津美術館で開催された特別展「ZESHIN」には日本国内に存在する是真作品139点が出品された。その内、絵画を除く漆工127点の内、実に29点（未発表27点）が三隅悠コレクションからの出品であった。会場では三隅悠とは誰なのかと云った声と共に、新出未発表作品の多さとその素晴らしさに感嘆の声が上がり、企画展にも係らず図録の増刷がなされたと云う。

その後2年あまり、いくつかのメディアや研究者に取り上げられた後、愛好家の興味も醒めた今日、ボナムズのオークションに三隅コレクションが出品されることに日本ではどのような反応が生ずるのであろうか。過去30年あまり何人かの漆工芸コレクターのセレクションを担ってきた私は日本人の是真コレクターの不在に失望し自ら是真作品を中心に収集を続けたが、残念ながら新鮮な日本人の是真コレクターは現れなかった。また、欧米でも1997年以後Bushell Collection、Charles A. Greenfield Collectionが売りに出されてからは市場にまとまった出品は無くその間、Nasser D. Khalili Collection, Catherine and Thomas Edson、以外に是真作品のコレクションは見ることができなかったが、2010年以後、ボナムズにおいてエドワード・ランガムコレクションのオークションが開始されたことをはじめ、新たなコレクターの出現が始まったことを契機に、そろそろバトンを渡そうと思い始めました。さて、なぜ20年近く未発表であった収集品の是真展への出品を引き受けた理由は、近世漆工芸史、特に是真作品、印籠、等の研究分野では今や世界の第一人者であり20年来の友人である高尾曜氏と関係から始まりました。

是真臨終時の追賞の沙汰文に「…四分一塗に彫刻を施し或いは銅色を以て蒔絵に出し、又鉄錆塗、紗張塗…青海波塗等の髹漆法を研究し、其他漆液を以て紙上に画くことを發明し…」に記される彫刻とは、「素彫」と云う是真の彫刻表現に関する高尾氏の論文によって明らかになり、彫刻刀による表現であってscratched signatureでは無いことが解明されました。かつて私は吉家家から購入し所有した (Irving Gould CollectionからNasser D. Khalili Collectionと所蔵された) 五穀蒔絵五段重箱の鳴子の縄に掛かった朽ち落ちた鳥の羽根の常人では考えも及ばないその素彫表現に驚き驚嘆し、これを契機にその彫刻表現「素彫」を是真作品の収集基準とと考え今日まで収集を続けたわけです。なぜ是真は多くの工程を経て塗り上げた作品を刀で傷を付けるかのような表現をしたのでしょうか、ある時は肉眼では見分けがつかないほど微細に、またある時は深く大胆に彫り下げ、数種の刃物を使い表現したのでしょうか。新たな是真作品の収集テーマは「素彫」の彫刻表現や作銘にあるのではないのでしょうか。今後の新たな収集家や、研究者に、このテーマを委ねたいと思います。そして十分な収集の後、日本に里帰りさせてください。多くの是真ファンと日本の研究者の為に。

三隅悠

SHIBATA ZESHIN: TOWNSMAN, AESTHETE, STICKLER, TEASER

A shrivelled chilli pepper wrapped around the edge of a sword guard; a full moon spread across the side and lid of a container for food scraps; a couple of ginkgo nuts and leaves at the end of a tea-brown scabbard; a ferocious demon-queller hidden inside an intricate medicine case; a riot of autumn foliage cascading down a narrow poem card. Brilliant ideas like these, seen in works reproduced on the following pages (lots 3, 5, 4, 6, 8) captivated Western collectors while Shibata Zeshin was still alive and have fascinated Europeans and Americans almost ever since. In Japan, by contrast, he was revered and honoured in his lifetime but more or less forgotten soon after his death. It is mostly thanks to foreign enthusiasm that Zeshin's stock has now risen dramatically in his native land, so much so that two years ago a major exhibition of his work, drawn from Japanese collections and featuring many long-hidden gems, was held at the newly renovated Nezu Museum, now one of Tokyo's most prestigious public art spaces.

Several works from the Misumi Collection were included in the Nezu exhibition and Bonhams is delighted to have been given this opportunity to offer them at auction in London, inspiring a new generation to enjoy masterpieces by this genius who seems to crystallize so many facets of Japanese traditional culture that we still admire today. For old collector friends of Zeshin, his charms speak for themselves and warrant no verbal explanation, but newcomers to his work may want to know a little about his upbringing and the history of his times. Zeshin was born in 1807 in Edo, the shogun's headquarters and one of the world's most thriving population centres, with more than a million inhabitants. He was brought up in the heart of the city's hand-manufacturing sector, which serviced the needs of the samurai elite and an increasingly affluent merchant class. At the age of eleven Zeshin's father, a maker of tobacco-pouches, sent him to study with a famous lacquerer, in whose workshop he spent five years mastering the vast range of techniques—from preparation of the wood core through the application of metal foils, flakes, and powders to the final meticulous polishing—that were required to make the best-quality boxes, trays, cups, and medicine cases executed in *maki-e* ('sprinkled painting'; the Glossary to this catalogue offers further explanation of the different types of *maki-e*). For many lacquerers of the time this workshop training would have been enough but Zeshin, on his own initiative, spent a further nine years studying painting in Edo and then, at the age of 24, travelled to Kyoto, the imperial capital, where he immersed himself not just in painting but also in classical poetry. This thorough and broad grounding in traditional arts, backed up by further study trips later in his career, accounts not just for the vast range of pictorial references in Zeshin's work but also for the naturalistic aspects of his style, absorbed from painters of the Maruyama-Shijō school, whose founders had sought to marry Japanese brush techniques with Western techniques of representation.

Zeshin's dual backgrounds, as both lacquerer and painter, Edo townsman and devotee of the classical, courtly culture of Kyoto, account for some of his ambiguous charm, but other aspects of his artistic personality also deserve special mention. Readers with an interest in Japanese cuisine will be familiar with the concept of *shun*, 'seasonality', the ability to pick and combine ingredients that exactly match a precise time of year. The same finely honed sense of the right moment, either in nature or in the annual cycle of man-made festivals and celebrations, shines out from many of Zeshin's most appealing lacquers and paintings, whether single works such as lots 5, 12, and 13 or whole series like the twelve poem cards, lot 8. Zeshin's pictorial piquancy also reflects a unique sensibility, known as *iki*, that is particularly associated with the Edo townsman class. Defined by Zeshin scholar Gōke Tadaomi as 'light and unconstrained, gallant but not obstinate, playful but never tiresome, assertive but not argumentative, standing on one's honour and thinking nothing of one's own safety, standing on the side of the weak against the strong'¹ the qualities of *iki* are on display in many of the works introduced here: the quirky, non-samurai heroism of Shōki the Demon-queller (lot 6, a masterpiece formerly in the Greenfield Collection), the ironic use of a cooking ingredient and a rat's footprint on the fitting for a sword (lot 3), or the teasing placement of a butterbur leaf on the top of a medicine case (lot 13).

Zeshin lived in turbulent times. In 1867–8 the centuries-old government of the shoguns was swept away by a coalition of reformist samurai, and the youthful Emperor was installed as a European-style constitutional monarch ruling from Zeshin's native city, which was renamed Tokyo (and is therefore referred to as Edo/Tokyo throughout the rest of this catalogue). Japan's new-found globalism was an inspiration to Zeshin, whose exposure to the formats and techniques of Western art in the early years of the Meiji era (1868–1912) had two revolutionary artistic results, both of them represented by works in the Misumi Collection. One of these was his development of *urushi-e*, painting using a brush to apply wet lacquer to paper. This daring new method, so different from traditional *maki-e*, was clearly intended to emulate oil painting on canvas and to maximize its potential Zeshin devised a whole range of ways to colour lacquer, with the astonishing results seen in lots 9, 10, 11, and 12.

It also around this time that Zeshin must first have seen framed oil paintings and was inspired to create a series of large-scale lacquer panels with bold, unified compositions and lavish use of the many new *maki-e* techniques that he had invented over the decades. His first panel, a landscape of Mount Fuji, was shown at the Vienna World Exposition of 1873, a potent symbol of Japan's determination to blend the traditional and the foreign and forge a new artistic identity. Few of these panels exist today and Bonhams is exceptionally fortunate in being able to offer an example (lot 14) based on a Noh play, the only known panel by Zeshin with an explicit narrative theme.

The leaders of the new government quickly recognized the soft-power potential of Japan's traditional arts and crafts and frequently commissioned Zeshin to execute commissions for international exhibitions or the imperial palaces; in the year before he died he was even named one of the first Teishitsu Gigeiin (Artist to the Imperial Household, a forerunner of today's Living National Treasure). His many awards and their accompanying pompous citations, composed by the art bureaucrats of the day, have led some modern commentators to characterize Zeshin as a kind of official artist, but in reality he remained true to his own, *iki*, Edo, self. We conclude, then, with these lines from the end of a short story by the great novelist Mori Ōgai which capture something of Zeshin's dual nature:

Shibata Zeshin was a man of strong opinions . . . One day he took his son and a lot of pupils to the Yoshiwara [the 'pleasure quarter' of Edo] where he laid on entertainments, served food and drink, and invited them all to help themselves. But when he saw that one of his pupils wasn't sitting in the correct manner, he shouted at him and gave him a telling off. He had no hang-ups about visiting the brothels but he was a stickler for some things; there was a sober, serious side to him.²

Joe Earle

1

Gōke 1981a, p. 5.

2

Mori Ōgai, *Saiki Kōi*, 1917; see http://www.aozora.gr.jp/cards/000129/files/4459_18093.html, accessed 3 September 2014.

鐔の縁に巻き付いた唐辛子、残菜提の蓋から側面にかけて広がる満月、茶色の鞘の先端に施された銀杏の実と葉、込み入った作りの印籠の中に潜む力強い鍾馗、細い短冊を流れる紅葉の彩り。このカタログに掲載されている作品（ロット番号3、5、4、6、8）に見られるこうした機知に富んだ独特の意匠は、柴田是真の生前から西欧の蒐集家を惹き付け、現在に至るまでヨーロッパとアメリカにおいて蒐集家を魅了してきました。これとは対照的に、日本における是真は、生前こそ敬われ、栄誉を与えられていたものの、死後は程なくしてその存在を忘れ去られてしまいました。昨今、祖国においてその評価が劇的に高まった背景には、海外における是真人気によるところが大きいと言えます。その人氣がさらに高まる中で、一昨年には、東京では最も有名な私立美術館のひとつであり、新しく改装を終えた根津美術館において、特別展「ZESHIN—柴田是真の漆工・漆絵・絵画」が開催されました。それは、日本の是真コレクションの中でも長い間一般の目に触れることのなかった逸品の数多くを公開した展覧会でした。

このたびの三隅悠コレクションに含まれるいくつかの作品は、根津美術館における是真展にも出展されました。こうした作品をロンドンのオークションにてご紹介する機会をいただきましたことは、ボナムズにとって大変光栄なことです。現代においても私達を魅了する日本の伝統文化のあらゆる側面を見事に具現化した奇才の逸品が、新しい世代に創造的な刺激を与えることを願っています。是真を長らく蒐集してきた皆様にとっては、作品を見れば、是真の魅力は一目瞭然であり、言葉で説明する必要がないことは明らかでしょう。とは言え、是真に初めて出会う皆様は、彼がどういった教育を受けたのか、どういった時代を生きたのか、といったことを少しお知りになりたいと思うかもしれませんので、ご説明いたします。柴田是真は、1807年江戸に生まれました。江戸は、江戸幕府の中心地として発展し、100万人を超える人口を抱えた、世界的に見ても当時、最も栄えた都市のひとつでした。是真は、江戸の製造業が発展した地域の中心で育ちました。そこでは、高い位の武士や富裕層になり始めていた商人の要求に応じて、生産活動が行われていました。是真が11歳の時、煙草入を作る職人であった是真の父親は、是真を著名な漆職人の親方の元で修行させ、是真はこの親方から5年の歳月をかけて、広範囲にわたるあらゆる漆の技術を習得しました。漆芸の素材となる木地の下準備に始まり、金箔や銀箔、蒔絵による装飾、仕上げの磨きまでのいくつもの工程は、蒔絵による最高級の箱、盆、杯、印籠を作るために必要とされる技術でした。当時、ほとんどの漆職人は5年の修行で十分とされていましたが、是真は本人の希望により、更に9年間江戸において絵画を学び、その後、24歳になった時、京都へ遊学、絵画だけでなく和歌の研究・歌学に没頭しています。是真はその後も遊学を続け、広い見聞と伝統芸術の基礎を着実に習得していきました。その努力が、是真の作品における絵画原案の多様性を産み出し、日本画の筆法と西洋画の写実性を融合することを初めて試みた円山四条派の画家に倣った写実的な描写へと導いていくこととなりました。

是真のもつ二面性、漆工家であり絵師でもあること、また、江戸っ子であり伝統と洗練の京都文化の愛好者でもあること、それは彼の多彩な魅力の源泉ですが、それ以外にも特筆に値する芸術家としての特徴があります。和食に関心がある読者の皆様は、日本文化における「旬」という概念をご存知だと思いますが、それは年間のうち、その時期に採れる食材を珍重し、組み合わせることを指します。是真の魅力的な漆芸作品や絵画にも、日本の四季を表す自然や、日本の季節ごとに行われる伝統行事の中から最も適した題材を選び抜く磨き抜かれた才能が輝いています。こうした作品の例として、ロット番号5、12、13が挙げられます。12ヶ月を題材としたロット番号8「月次絵短冊」に代表される複数の作品で構成される場合にも、その才能が息づいています。是真の痛快な画法は「粋」と呼ばれる、江戸っ子特有の美意識も反映しています。是真研究を行っている郷家忠臣氏は「粋」を「淡泊にして洒脱、俠気はあるが執拗さはなく、茶気はあるが面倒を嫌い、鼻っばしは強いが理屈はなく、しかも然諾を重んじて身を捨てて省みず、弱者に味方をする」と定義しています。「粋」の特質はこのカタログに掲載されている多くの作品にも表現されています。中国由来の魔除けの神・鍾馗の鬼退治にみられる、侍とは異なる一風変わった英雄像（ロット番号6、この名品はかつてThe Greenfield collectionに含まれていました）、唐辛子と鼠の足跡が装飾された刀装具（ロット番号3）、そして印籠の天面に露の葉を置く演出などが挙げられます（ロット番号13）。

是真是、幕末の混沌とした時代を生きました。1867年から1868年にかけて、何世紀も続いた徳川家代々の将軍による幕府が、天皇を中心とする王政復古を唱えた武士たちの連合によって倒され、そこにヨーロッパに倣った立憲君主制が敷かれ、江戸には「東京」という新しい名が与えられました。是真の出身地・江戸が東京になり、国政の中心地として統治されることとなったのです（このことから、このカタログでは「江戸/東京」という表記がなされています）。開国した日本の新たなコスモポリタニズムの姿勢は、是真に明治時代（1868-1912）前期の西洋美術にみられる様式・技術に触れる機会、創造的刺激を与え、2つの革命的な結果を是真の芸術に生み出しました。その結果は三隅悠コレクションの作品にも現れています。そのひとつは、乾いていない漆を紙に塗る手法の漆絵を生み出したことでした。この斬新な手法は伝統的な蒔絵とは一線を画し、漆絵はキャンバスに描かれた西洋の油絵に匹敵することを明らかに念頭に置きながら、是真が考案してきた漆のあらゆる描法を最大限に生かすことを目的としていました。ロット番号9、10、11、12には、こうした驚くべき結果が現れています。

また、この頃、是真は初めて額に入った油絵を目にしており、このことが大胆な構図をもつ蒔絵額面を作るきっかけとなっています。蒔絵額面の制作にあたり、彼は何十年もかけて創意工夫を重ねて来た新しい蒔絵の技術を構図のなかに多く取り込んでいます。初めて手がけた蒔絵額面には、富士山が描かれ、この作品は1873年ウィーンにて開催された万国博覧会に出展されています。それは日本における伝統文化と西洋の文化の融合、芸術の新しいアイデンティティを象徴した力強いシンボルでありました。是真による蒔絵額面は数点が現存しますが、ボナムズは能の一曲「鉢の木」に基づいたその一例（ロット番号14）を今回ご紹介できることを大変光栄に思っております。是真による蒔絵額面のなかでも、唯一物語の一部が描かれている作品です。

新たな日本政府は、早くからソフトパワーの利用、つまりは日本伝統芸術・工芸を用いて国際社会から支持、共感、理解を得ることに注目し、是真に国際的な展覧会や皇居を飾る作品の制作を依頼しました。彼の死の前年には、初めて選出された帝室技芸員（宮内庁によって運営されていた美術・工芸分野の顕彰制度、現在の人間国宝の先駆けといえる）のうちの1人にも任命されています。彼が受賞した数多くの賞、それらに寄せられた当時の美術評論家による美辞に満ちた表彰状の存在から、是真を公的な工芸家と認識している現代の評論家も見られます。しかし、実際の是真は、最後まで彼自身の粋や江戸への思い、自分自身に正直であり続けたのです。最後に、是真の二面性をうまく捉えた森鷗外による短編小説「細木香以」の最後の一節をご紹介します。締めくりたいと思います。

柴田是真は気概のある人であった。（略）ある時
是真は息と多勢の門人とを連れて吉原に往き、
俄を見せた。席上には酒肴を取り寄せ、門人等に
馳走した。然るに門人中坐容を崩すものがあつ
たのを見て、大喝して叱した。遊所に足を容るる
ことをば嫌わず、物に拘らぬ人で、その中に謹厳
な処があった。

ジョー・アール





1*

SHIBATA ZESHIN 柴田是真 (1807–1891)

TONKOTSU (CONTAINER FOR FOOD SCRAPS) WITH DESIGN OF WAVES AND PLOVERS

波千鳥図蒔絵頓骨

Meiji era (1868–1912), circa 1870–1890

With tapering sides, rounded corners, and overhanging lid, probably of wood, covered in dark-brown, almost black *seidō-nuri*, with a design of *chidori* (see overleaf) in gold *takamaki-e* and waves in red lacquer

Signed in scratched characters toward the base of one of the shorter sides *Zeshin 是真*

6.6 x 8.9 x 4.7 cm (2⅝ x 3½ x 1⅞ in.)

With fitted wooden *tomobako* storage box inscribed *Zeshin-ō saku nami ni chidori maki-e tonkotsu Kakan'an Chikushin kan narabi ni dai* 是真翁作 波に千鳥蒔絵頓骨 可寛菴竹真鑒並題 (*Tonkotsu* with waves and plovers in *maki-e* by the venerable Zeshin, certified and inscribed by Kakan'an Chikushin), with seal *Yūsai* 有齋, and open-weave silk bag with a tying cord and lacquered netsuke in the form of a covered jar (4)

Provenance

Hirano Family, Hyakuraku-an Collection
平野家（百楽庵）旧藏

Exhibited and published

Nezu Bijutsukan 2012, cat. no. 31

Published: Hirano 1998, cat. no. 56

£12,000 - 15,000

JPY2,100,000 - 2,600,000

US\$20,000 - 25,000

Seasoned collectors of Japanese art may be surprised to see the word *tonkotsu* described as a 'container for food scraps', but as leading authority on lacquer Takao Yō explains in his catalogue entry for the Nezu Museum, *tonkotsu*, although normally translated as 'tobacco box', is written in the box inscription for this piece with characters that mean 'discard' and 'bone'. A container like this would thus, like the *zansaisage* (see lot 5), have been used to hold fish bones and other inedible scraps to avoid the faux pas of leaving them on one's plate. The design motif of waves and *chidori*, variously translated as 'dotterels', 'wave-birds', or 'plovers', has been used in Japanese lacquer for around a millennium and owes its origin to the poetic idea of small birds being formed from the spray of ocean waves; ever the innovator, Zeshin shows many of the birds on the ground rather than in flight. The waves were painted by hand in wet lacquer, an even more laborious method than Zeshin's trademark combed *seigaiha* technique.

Shōji Chikushin (1854–1936), whose *gō* or art name was Kakan'an, was a leading pupil of Zeshin who often signed boxes authenticating his work.







2 *

ATTRIBUTED TO SHIBATA ZESHIN 伝柴田是真 (1807–1891)

TEDORIBON (TRAY) WITH DRAGONFLY DESIGN

蜻蛉図蒔絵手取盆

Meiji era (1868–1912)

A tray with rounded corners and vertical sides, of wood entirely covered in *roiro-nuri*, the interior with five dragonflies in gold, silver, and coloured *hiramaki-e* and *takamaki-e*
Unsigned

5.5 × 46.6 × 34.3 cm (2¹/₈ × 18³/₈ × 13¹/₂ in.)

With wooden storage box

With a certificate by Shōji Hōshin (1898–1993), son of Shōji Chikushin (see lot 1), reading *Tonbo maki-e kuroroiro-nuri midarebon migi mumei naredo Zeshin-ō ni shite Yoshiie Suisekitei denraihin no hitotsu nari Shōwa rokujūnin chūshū hachijūkyū-ō Shōji Hōshin* 蜻蛉 蒔絵黒蜩色塗乱盆 右無銘なれど是真翁にして 吉家水石亭伝来品の一つ也 昭和六十二年仲秋 八十九翁庄司芳真 (This black-lacquer tray with design of dragonflies is unsigned but was handed down in the Yoshiie family Suisekitei collection as the work of the venerable Zeshin. Shōji Hōshin, aged 89, in mid-autumn of the 62nd year of Showa [=1987]) with seals *Koma* 古満, *Ariyoshi* 有義; and with an exhibition label *Tonbo maki-e hirobuta* 蜻蛉蒔絵広蓋 (Dragonfly *maki-e* tray with seals

Zeshin 是真, *Toki ni Heisei nijūsannen shichigatsu* 于時平成二三年七月 (23rd year of Heisei [=2011], July) and *Zeshin Hyakunijūnen Tsuizen Kinenten kan in* 是真百二十年追善記念展観印 (Seal of the Zeshin 120th Anniversary Exhibition) (4)

Provenance

Yoshiie Family, Suisekitei Collection
吉家 (水石亭) 旧藏

£5,000 - 7,000

JPY860,000 - 1,200,000

US\$8,300 - 12,000

The Yoshiie family referred to in the certificate lived in Tokyo and were owners of a panel depicting a harvest festival, completed in 1882, that is one of the finest works in the Khalili Collection; they also owned a tiered box and another panel in the Khalili Collection (Earle 1996, cat. nos. 23, 27, 29).

3 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

TSUBA (SWORD GUARD) WITH RED-PEPPER DESIGN

唐辛子図蒔絵喰出鐔

Meiji era (1868–1912), circa 1870–1890

A *hamidashi-tsuba* (hand guard for a dagger) formed from layers of paper covered in dark grey-brown textured *tetsusabi-nuri*, further lacquered to mimic the *semegane* (copper shims in the central opening) and the marks left by the *seppa* (washers), the front, side, and reverse with a dried red chilli pepper and its stalk in red lacquer and *shibuichi-nuri*, at the top a rat's footprints in raised *tetsusabi-nuri*

Signed in scratched characters to the left of the central opening
Zeshin 是真

5.4 × 4.1 × 0.7 cm (2¹/₈ × 1⁵/₈ × ¼ in.)

With fitted wooden storage box labelled *Zeshin-ō saku tōgarashi maki-e tsuba* 是真翁作 唐辛子蒔絵鐔 (Sword guard with a chilli pepper in *maki-e* by the venerable Zeshin) (2)

In his characteristically playful manner Zeshin depicts a chilli pepper, traditionally used to keep rats away from stored foodstuffs, and the footprint of a fleeing rat; he also used the pepper motif on a complete sword mounting made for the superstar storyteller San'yūtei Enchō (1839–1900; see Earle 1996, cat. no. 75). According to leading Zeshin scholar Gōke Tadaomi, a secondary significance of the chilli-pepper motif might be that it alludes to the proverb *Keshi ga karakerya tōgarashi ga inkyo suru* (If the mustard-seed is too strong, the chilli's taste is smothered) and the related word *keshikaran*, which means something like 'uncouth', 'uncool' or 'non-*iki*' (Gōke 1996, p. 20); Zeshin ironically conveys *iki* (coolness) through an emblem of un-coolness, so to speak.

Exhibited and published

Nezu Bijutsukan 2012, cat. no. 46

£5,000 - 7,000

JPY860,000 - 1,200,000

US\$8,300 - 12,000



(reverse)



(detail)

4 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

SAYA (SCABBARD) WITH DESIGN OF GINGKO NUTS

銀杏図蒔絵脇差拵

Meiji era (1868–1912), circa 1870–1890

The scabbard of mottled *chadō-nuri*, decorated toward the end with two ginkgo nuts and stalks, one in gold, the other in *seidō-nuri*, both textured with charcoal dust, a ginkgo leaf carved into the lacquer ground; the scabbard-mounts all of buffalo horn with the exception of the ebony *kurigata* (fitting for the tying cord); the *kozuka* (small knife carried in the scabbard) of *shakudō nanako* (blue-black patinated copper-gold alloy with a granulated surface) with *shibuichi* (grey-green patinated silver-copper alloy) and gold, depicting a swallow and lilies; the back of the *kozuka* gilt with *nekogaki* ('cat scratches'); the steel blade engraved with a depiction of part of a *tsuitate* (small non-folding screen); the hilt covered in rayskin bound with twisted leather strips; the *tsuba* (hand guard) of black lacquer; the *seppa* (washers) gilt; the *fuchi* (collar) of *shakudō nanako* and gilt, depicting a deer beneath a lantern hanging from the eaves of the Kasuga Shrine in Nara; the *kashira* (pommel) of buffalo horn; the tying cord of braided silk; wooden *tsukuri* (dummy sword blade)

Signed on the reverse toward the end of the scabbard, in delicately scratched characters, *Zeshin* 是真

Length 47.5 cm (18¾ in.)

With fitted wooden storage box (2)

Exhibited and published

Nezu Bijutsukan 2012, cat. no. 41

£15,000 - 20,000

JPY2,600,000 - 3,400,000

US\$25,000 - 33,000

There are probably less than a dozen published examples of swords lacquered by Zeshin, with the decoration often confined to a single motif toward one end of the scabbard, as here (Gōke 1981b, pl. 95–100; Nezu Bijutsukan 2012, cat. nos. 40–41). The scabbard is finished in *chadō-nuri* ('tea bronze' lacquering), a brown-toned variant on Zeshin's favourite *seidō-nuri* (see Glossary). Careful inspection of the surface reveals that Zeshin avoided the even, highly polished finish seen in conventional sword mountings, deliberately texturing the lacquer to produce a mottled, antique look that typifies the *iki* aesthetic discussed in the Introduction. Zeshin expressed the different states of ripeness of the two fruits by lacquering one in gold and the other in *seidō-nuri*, and carved the leaf in the lacquer after it had dried, in imitation of metalworking techniques. The fittings on the hilt are by other, anonymous, artists.



5 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
ZANSAISAGE (BOX FOR LEFTOVERS) WITH DESIGN OF THE
MOON AND MARE’S-TAIL 月に杉菜図蒔絵残菜提

Meiji era (1868–1912), circa 1870–1890

With tapering sides, rounded corners, and fitted lid, the wood body in dark green-brown *seidō-nuri* and with a design of the full moon with seed-heads and stalks of *sugina* (mare’s-tail), the moon in *shibuichi-nuri* on the lid and one side, the *sugina* in *takamaki-e* with *kirigane* and shell, some details carved and scratched, the top edge of the box with a key-fret pattern in silver *togidashi maki-e* imitating silver inlay in bronze

Signed in scratched characters on the underside of the lid *Zeshin* 是真

9.2 × 11.9 × 6.9 cm (3⁵/₈ × 4⁵/₈ × 2³/₄ in.)

With fitted wooden storage box inscribed *Onzansage* 御残提 (Box for leftovers) and open-weave silk storage bag (4)

Exhibited and published

Nezu Bijutsukan 2012, cat. no. 32

£15,000 - 20,000

JPY2,600,000 - 3,400,000

US\$25,000 - 33,000

This type of box was likely intended for use during an outdoor tea ceremony in late spring or early summer, perhaps in conjunction with a larger tea-utensil box of the same form. The Khalili Collection includes such a box, decorated like this one with Zeshin’s favourite spring plants; a second box, in a different shape, has the same dramatic moon design (Earle 1996, cat. nos. 9–10). The fertile *sugina* heads are variously either lacquered in *takamaki-e* with a stylized hexagonal ground or carved and scratched to produce a more painterly, naturalistic effect, a contrast characteristically reflecting Zeshin’s dual background as both painter and lacquerer. Capturing an exact moment in the year, the group of plants is shown at the stage when sterile stalks, intact fertile heads, and fertile heads beginning to release their seeds all occur simultaneously. The lustrous green-brown ground is an outstanding example of Zeshin’s meticulous craftsmanship.



6 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

**INRŌ (MEDICINE CASE) WITH DESIGN OF SHŌKI THE DEMON
QUELLER AND A DEMON, AND NETSUKÉ (TOGGLE) WITH
SAKE-BOTTLE DESIGN**

鍾馗鬼遣図蒔絵鞘印籠 酒瓢図蒔絵根付

Meiji era (1868–1912), circa 1886

In sheath-*inrō* form, the case of wood covered in silver *fundame* textured in *ishime-nuri* to imitate the walls of a rustic dwelling, each side pierced with a window, the window bars rendered on one side in shell and on the other in *tetsusabi-nuri*, one side of the sheath hinged to release the container inside, the interior of the sheath finished in dull gold *fundame* lacquer, the container probably of paper, with overhanging lid and divided interior, covered in gold *kinji* and *ishime-nuri*, on the front Shōki the Demon-queller in coloured *togidashi maki-e* seen from the waist up, dressed in the robes and cap of a Chinese scholar-official, with his sword on his back and wearing a baleful expression, the reverse also in *togidashi maki-e* with an *oni* (demon) in silhouette hiding behind a *shōji* (paper screen), the netsuke in box form, of wood lacquered in *shibuichi-nuri* and with a design of a large and a small decorated gourd in *takamaki-e*; iron and gold *ojime* (bead) in the form of a mallet

The *inrō* signed in scratched characters on the base near one of the cord-runners *Zeshin* 是真

The netsuke signed in scratched characters on the base *Zeshin* 是真

The *inrō* 8.2 × 6 × 1.6 cm (3¼ × 2⅜ × ⅝ in.)

The netsuke 3.2 × 2.7 × 1.4 cm (1¼ × 1 × ½ in.)

With fitted wooden storage box (2)

Provenance

Inrō:

Vever Collection

Vignier Collection

Densmore Collection

Bess Collection

Greenfield Collection, sold in 1990

Netsuke:

Hayashi Collection, sold in 1902

Vever Collection

Greenfield Collection, sold in 1990

Exhibited and published

Stern 1972, cat. no. 164 (*inrō*)

Pekarik 1980, cat. no. 79

Eskenazi 1990, cat. no. 79

Nezu Bijutsukan 2012, cat. no. 87

£60,000 - 80,000

JPY10,000,000 - 14,000,000

US\$99,000 - 130,000

The Chinese Demon-queller Shōki, in pursuit of a fleeing *oni* (demon), was one of Zeshin's favourite subjects in both lacquer and painting, and numerous examples are extant (see for example Gōke 1981a, pl. 263, 264). The Nezu Museum in Tokyo owns an *inrō* (Nezu Bijutsukan 1912, cat. no. 86) which is very similar to the present lot with the difference that the inner container is in the more usual form of a set of interlocking compartments. With its intricate structure, complex range of techniques, lively characterization, and meticulous finish, this lot combines all of the virtues of Zeshin's finest *inrō*.

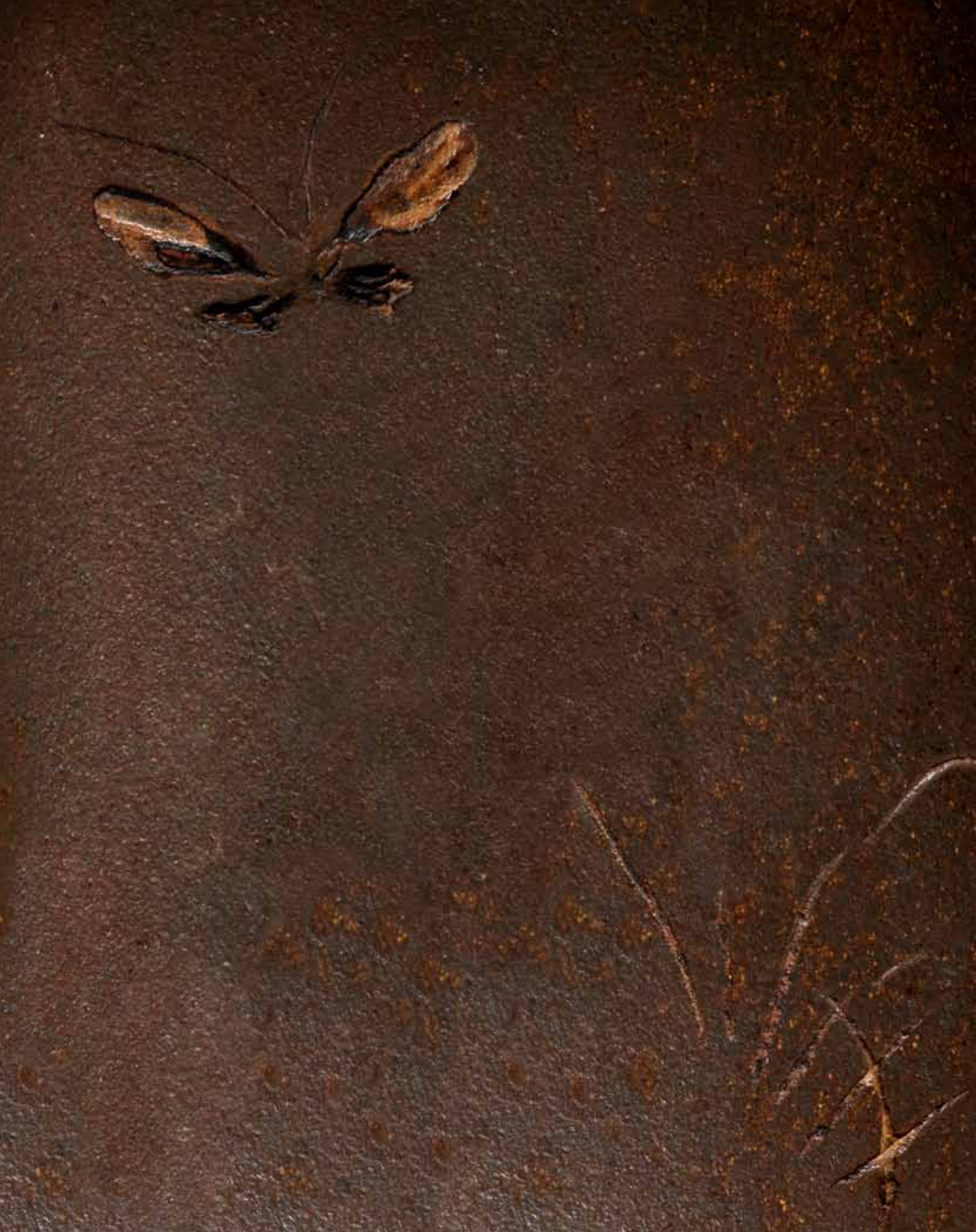


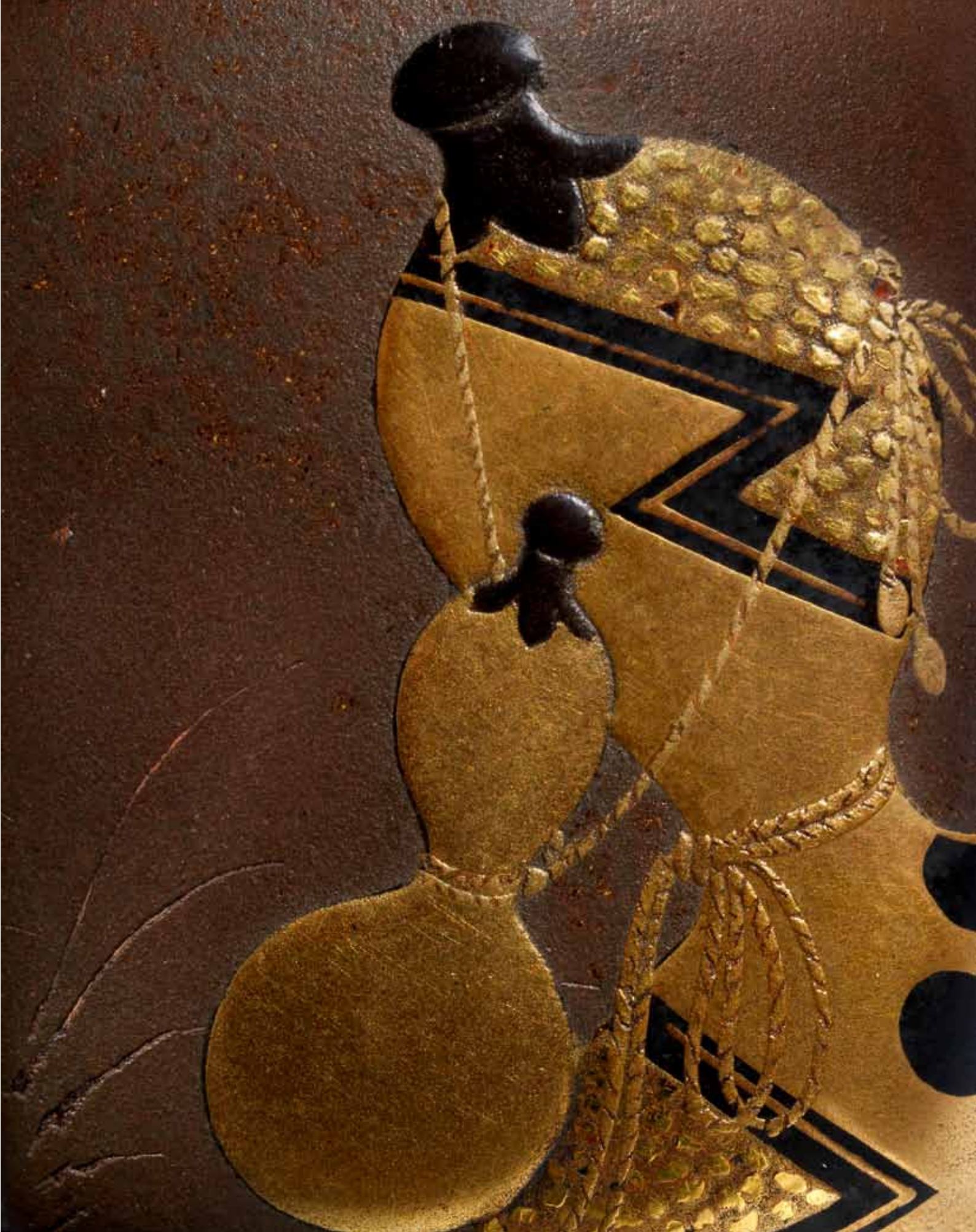
(interior back)



(interior front)









(interior detail)

7 *

**ARTIST UNKNOWN 作者不詳 KOBako (SMALL BOX) WITH
CHEQUER GROUND AND FLOWER ROUNDELS**

市松地花丸図蒔絵小箱

Edo period (1615–1868) or Meiji era (1868–1912), second half of the
nineteenth century

A four-lobed box with overhanging lid, the wood body densely
decorated on all its surfaces, the exterior of both lid and box with a
fine chequer pattern in gold *kirigane* and black lacquer, overlaid with
a variety of roundels including stylized cranes and seasonal plants:
cherry, peony, *nadeshiko* (fringed pinks), chrysanthemums, maple
leaves, *kikyō* (Chinese bellflower), iris, lilies, and *ominaeshi* (valerian),
the base of the box and the interior of box and lid with a dense
informal pattern of *shinobu* (hare's-foot fern), these designs executed
in gold, *aokin*, and silver *hiramaki-e* and *takamaki-e*, *kinpun*, and other
techniques, the rims of box and lid lined with silver

Unsigned

4 × 10.8 × 10.5 cm (1½ × 4¼ × 4⅙ in.)

With wooden storage box (3)

£5,000 - 7,000

JPY860,000 - 1,200,000

US\$8,300 - 12,000

The *shinobu* (hare's-foot fern) has been a favourite with Japanese
lacquerers for centuries, thanks not just to its elegant appearance but
also to the fact that the word *shinobu* also means 'to long for' and can
be linked to a number of classical love poems.





Twelfth month



Eleventh month



Tenth month



Ninth month



Eighth month



Seventh month



Sixth month



Fifth month



Fourth month



Third month



Second month



First month

Lot 8 illustrated on pages 28-29

8 *

SHIBATA ZESHIN 柴田是真(1807–1891)

SET OF TANZAKU (POEM-CARDS) WITH DESIGNS FOR THE TWELVE MONTHS

月次絵短冊

Meiji era (1868–1912), circa 1870–1890

Ink, colours, and gold on silk mounted on thin card, with a gold-painted border

For signatures and seals, please refer to the individual descriptions below

Each 36.0 × 6.3 cm (14 1/8 × 2 1/2 in.)

With fitted wooden storage box inscribed outside *Tanzaku jūnikagetsu* たんざく 十二月月 (*Tanzaku* for the twelve months); inscribed inside *Hachijūgo-ō Tairyūkyo Zeshin* 八十五翁 対柳居是真 (*Tairyūkyo* Zeshin, aged 85); stencil-dyed cotton slipcase (14)

Provenance

Yamauchi Collection (Kōsetsusai)

山内家（香雪斎）旧蔵

Published

Tōkyō Bijutsu Kurabu 1926, cat. no. 87

£20,000 - 30,000

JPY3,400,000 - 5,200,000

US\$33,000 - 50,000

Zeshin loved to create sets of paintings or lacquers on the theme of the twelve months, each of them with a different selection of designs, including time-honoured motifs dating back many centuries as well as more recent festivals and customs. Among the best known are a set of twelve *inrō* in the Victoria and Albert Museum (Gōke 1981b, pl. 61–72), a set of twelve zodiac-animal plaques in the Burke Collection (Gōke 1981b, pl. 103–115), a set of twelve paintings in the Khalili Collection, similar to this one in size and style but with different motifs, dating from circa 1884 (Earle 1996, cat. no. 100), another set of the same size in Itabashi Art Museum (Yasumura 2009, cat. no. J-40), another set in a private collection (Gōke 1981b, pl. 285–296) and three further sets reproduced in posthumous exhibition catalogues (Shioda 1908 and Shibata 1912, both unpaginated). The present lot was sold at auction in Tokyo on 12 April 1926 (Tōkyō Bijutsu Kurabu 1926).

First Month

正月 手まり

Two *itomari* or *temari* (balls made from silk thread)

Signed *Zeshin* 是真 with seal *Tairyūkyo* 対柳居

With paper wrapper inscribed *Shōgatsu temari* (First month, silk balls)

Itomari or *temari* (balls made from silk thread) were a favourite children's gift at New Year. Zeshin often depicted two of them, one slightly larger than the other, to symbolize the many festivities that mark the first month. For two examples in lacquer, see Nezu Bijutsukan 2012, cat. nos. 2 and 4.

Second Month

二月 梅

Three figures with large straw hats in a shower of rain, one wearing a straw raincoat, another holding branches of plum

Signed *Zeshin* 是真 with seal *Reisai* 令哉

With paper wrapper inscribed *Nigatsu ume* (Second month, plum)

Associated with the coming of spring, plum blossoms were—and still are—celebrated during the second month at several shrine festivals held in and around Edo/Tokyo.

Third Month

三月 ひいな

Two dolls with shells

Signed *Zeshin* 是真 with seal *Hanken* 半縣

With paper wrapper inscribed *Sangatsu hiina* (Third month, dolls)

Tachibina, paired male and female dolls made from paper or fabric, were made for Hinamatsuri (the Girls' Festival) which took place on the third day of the third lunar month. One of Zeshin's favourite subjects, they are seen on many of his lacquers: a well known example is a *suzuribako* in the Khalili Collection (Earle 1996, cat. no. 5). The seal *Hanken*, not often seen after Zeshin's signature, may also be found on a painting of a rustic scene in the Khalili Collection (Earle 1996, cat. no. 96) and a painting of leaves and wild grasses reproduced in Link 1979, cat. no. 43.

Fourth Month

四月 ほととぎす

A *hototogisu* flying over rice paddies with Shinto offerings; a willow tree to the left

Signed *Zeshin* 是真 with seal *Koma* 古満

With paper wrapper inscribed *Shigatsu hototogisu* (Fourth month, cuckoo)

A long-established symbol of late spring, the *hototogisu* (lesser cuckoo, *Cuculus poliocephalus*) is here shown flying over freshly planted paddy fields. Zeshin depicted the same book-shaped paper offering in a panel he made in 1882 and explained the motif in a lecture he gave in 1887 (Earle 1996, cat. no. 27).

Fifth Month

五月 菖蒲

A rustic hut with a flowering stem of iris thrust into its thatched roof, a water buffalo visible through the hut's window

Signed *Zeshin* 是真 with seal *Shin* 真

With paper wrapper inscribed *Gogatsu ayame* (Fifth month, iris)

The fifth-month custom of putting stems of *ayame* (iris) on the roofs of houses was recorded around 1330 by priest Yoshida Kenkō in his great collection of essays *Tsurezuregusa* (Essays in Idleness): 'In the fifth month, when iris leaves are scattered on the roofs and the young rice planted out, the cry of the waterfowl is full of melancholy.' (Yoshida 2009, p. 10). Zeshin loved to depict somewhat dilapidated rustic buildings; for an example, see Earle 1995, cat. no. 49, an *innō* in the Khalili Collection depicting the impoverished scholar Shain's humble dwelling.

Sixth Month

六月 富士

A group of pilgrims ascending Mount Fuji

Signed *Zeshin* 是真 with seal *Shin* 真

With paper wrapper inscribed *Rokugatsu Fuji* (Sixth month, Fuji)

The sixth month marked the traditional opening of the mountaineering season. For other *tanzaku* by Zeshin with a similar design, see Earle 1996, cat. no. 100.6 and Gōke 1981b, pl. 290. Zeshin himself climbed Japan's most famous peak in 1872 and composed a haiku to mark the event (Gōke 1974, p. 45):

Fuji orite / ashi ni hōbi ya / nadesasuri

Down from Mount Fuji / though my poor feet need a prize / a rub's all they'll get!

Seventh Month

七月 踊り

A night scene: four dancers of different social classes, with mask, lantern, drum, and fans, followed by a dog

Signed *Zeshin* 是真 with seal *Zeshin* 是真

With paper wrapper inscribed *Shichigatsu odori* (Seventh month, dance)

The design alludes to the *Bon-odori* dance festival held in the middle of the seventh lunar month on the artificial island of Tsukudajima in Edo/ Tokyo Bay. Dating back to the Great Fire of 1657, the festival is the oldest such event in the Tokyo region.

Eighth Month

八月 秋草

Autumn plants against the full moon: *susuki* (plume grass), *fujibakama* (thoroughwort), *nadeshiko* (fringed pink), and creeper

Signed *Zeshin* 是真 with seal *Shin* 真

With paper wrapper inscribed *Hachigatsu akikusa* (Eighth month, autumn plants)

Although Zeshin's choice of motif varies for most other times of year, in the case of the eighth month he almost invariably included a depiction of the full moon, which was considered at its best in the early autumn, often in combination with autumn plants, especially *susuki*.

Ninth Month

九月 嵐山紅葉

Autumn foliage in Arashiyama, Kyoto; in the foreground the Togetsukyō Bridge across the Ōi River

Signed *Zeshin* 是真 with seal *Zeshin* 是真

With paper wrapper inscribed *Kugatsu Arashiyama momiji* (Ninth month, autumn foliage at Arashiyama)

The Arashiyama district in western Kyoto is one of Japan's most popular spots for the appreciation of autumn colours. Although Zeshin was very much an Edokko, a proud native of Edo/Tokyo, his occasional choice of motifs from Kyoto reflects his two-year stay in Japan's ancient capital when he was in his twenties.

Tenth Month

十月 えびす

The deity Ebisu with bamboo rod and bream

Signed *Zeshin* 是真 with seal *Take* 竹

With paper wrapper inscribed *Jūgatsu Ebisu* (Tenth month, Ebisu)

The tenth month in the lunar calendar was also known as Kaminazuki (Godless Month) because all Japan's deities were summoned to the Grand Shrine at Izumo, with the exception of Ebisu, one of the Seven Gods of Good Fortune and a guardian deity of fishermen. Special celebrations, including offerings of *tai* (bream), were therefore held in his honour.

Eleventh Month

十一月 神楽面

Kagura masks

Signed *Zeshin* 是真 with seal *Reisai* 令哉

With paper wrapper inscribed *Jūichigatsu kaguramen* (Eleventh month, *kagura* masks)

During the eleventh month, rustic festivals featuring dancers wearing *kagura* masks were held throughout Japan; one surviving example is a night festival held at Takachiho in Miyagi Prefecture. Another instance of this eleventh-month design, with the title *Sato kagura* (Village Kagura), was included in a catalogue of works by Zeshin edited by his son in 1912 (Shibata 1912).

Twelfth Month

十二月 年の市

A wooden bucket containing a rope and leaves, a sprig of fern resting on its side

Signed *shin* 真 on the side of the bucket

With paper wrapper inscribed *Jūnigatsu toshi no ichi* (Twelfth month, year-end fair)

The word *toshi no ichi* (year-end fair) on the paper wrapper offers a clue to the significance of this design. Held in several parts of Edo/ Tokyo toward the end of the twelfth month, *toshi no ichi* were an opportunity to purchase all the decorations needed for the New Year festivities, including *shimekazari* (sacred ropes) and *wakamizu-oke* (buckets for the first water drawn on the morning of New Year's day). Zeshin playfully includes his signature in the design.



9 *

**SHIBATA ZESHIN 柴田是真 (1807–1891)
TANZAKU (POEM CARD) WITH URUSHI-E (LACQUER
PAINTING) OF A GOURD**

瓢箪図漆絵短冊

Meiji era (1868–1912), circa 1870–1890

Lacquer on paper with flakes of gold and silver, mounted on silver-backed card, depicting a partial view of a natural gourd, fitted with a red silk cord and a stopper

Signed *Zeshin* 是真 with seal *Reisai* 令哉

35 × 5.7 cm (13¾ × 2¼ in.)

Arched wood storage box with gold *maki-e* inscription *Tanzaku Zeshin hitsu* たんざく 是真筆 (*Tanzaku* brushed by *Zeshin*) (2)

£2,000 - 2,500

JPY340,000 - 430,000

US\$3,300 - 4,100

For an example of an actual gourd fitted with a red silk cord, lacquered by *Zeshin* with a springtime dandelion design, see *Nezu Bijutsukan* 2012, cat. no. 30.

10 *

**SHIBATA ZESHIN 柴田是真 (1807–1891)
URUSHI-E (LACQUER PAINTING) OF FUKUROKUJU,
GOD OF GOOD FORTUNE AND LONGEVITY**

福祿寿図額装漆絵

Meiji era (1868–1912), circa 1870–1890

Lacquer on paper, mounted as an album leaf and framed, depicting *Fukurokuju* holding a rustic bamboo staff from which hangs a rolled-up scroll, two *minogame* (hairy-tailed tortoises symbolizing longevity) at its base, in the background a bamboo forest in mist

Signed *Zeshin* 是真 with seal *Koma* 古満

Overall 40.4 × 37.4 cm (15 7/8 × 14 3/4 in.)

Image 19.7 × 16.8 cm (7 3/4 × 6 5/8 in.)

With cloth-bound storage box (2)

Exhibited and published

Nezu Bijutsukan 2012, no. 118

£8,000 - 12,000

JPY1,400,000 - 2,100,000

US\$13,000 - 20,000

In her catalogue entry for the recent *Nezu Museum* exhibition, *Tahira Namiko* notes that *Zeshin*, who produced many figure paintings using conventional ink and paper and loved to depict the popular deities of Edo/Tokyo (his native city), rarely did figures in *urushi-e*. Here the lacquer painting is embellished with an overlay of light colour, the bamboo grove is bathed in a mist of gold dust, and the scroll hanging from *Fukurokuju*'s staff is flecked with fragments of shell. Although now framed, this lively painting most likely started life as an album leaf.







11 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
URUSHI-E (LACQUER PAINTING) OF A POMEGRANATE
BRANCH, FRUIT ON A TRAY, AND A WATER PITCHER

柰榴水瓶図額装漆絵

Meiji era (1868–1912), circa 1878

Lacquer on paper, mounted as an album leaf and framed, depicting a pomegranate with its flowering branch resting on a *seigaibon* (circular metal serving tray) made from the alloy of copper and tin known as *sahari*, with a Chinese-style bronze *mizutsugi* (ewer) cast with low-relief ornament of *hō-ō* (phoenixes), these motifs executed in *urushi* in combination with a variety of *kawari-nuri* (special techniques) to convey the textures of the various utensils

Signed *Gyōnen nanajūni Zeshin* 行年七十二是真 (Zeshin, aged 72) with seal *Tairyūkyo* 対柳居

Overall 53.7 × 58.2 cm (21¹/₈ × 22⁷/₈ in.)

Image 31.9 × 40.4 cm (12¹/₂ × 15⁷/₈ in.)

With wooden storage box (2)

Exhibited and published

Nezu Bijutsukan 2012, no. 123

£25,000 - 30,000

JPY4,300,000 - 5,200,000

US\$41,000 - 50,000

As noted by Tahira Namiko of the Nezu Museum in her catalogue entry for the 2012 Zeshin exhibition, Zeshin used very thick layers of lacquer to convey the colour and texture of the metalwork depicted here. This suggests that the present painting was always intended to be mounted as an album leaf rather than a hanging scroll, since rolling and unrolling might have caused the lacquer to crack. Zeshin's skill in *sahari-nuri*, presumably imitating the exotic copper-tin alloy employed to make the metal tray for tea-ceremony use shown here, was mentioned in a posthumous imperial eulogy (Earle 1996, p. 50). In addition to pictorial versions of *sahari* like the present example, he also made actual lacquer utensils that faithfully reproduce the metal's colour and texture (Nezu Bijutsukan 2012, no. 63). A similar example by a later artist, Tanaka Hyōami, is included in our sale of the Edward Wrangham Collection of Japanese Art, Part V, 5 November 2014, lot 232. The composition as a whole is an eloquent expression of Zeshin's lifelong passion for the tea ceremony and its utensils.



12 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

**URUSHI-E (LACQUER PAINTING) OF MARE'S-TAIL, FERNS,
AND BUTTERFLY**

杉菜蕨胡蝶図額装漆絵

Meiji era (1868–1912), circa 1880–1890

Urushi (lacquer) on paper, the foreground embellished with gold flakes, depicting three *warabi* (edible ferns), one of them placed so the head is out of view and another with a butterfly perched on its top, two fertile heads of *sugina* (mare's-tail), and two tall and several smaller sterile stems of *sugina*

Signed *Zeshin* 是真 with seal *Tairyūkyo* 対柳居

Overall 45.4 × 42.3 cm (17⁷/₈ × 16⁵/₈ in.)

Image 26.5 × 23.7 cm (10³/₄ × 9³/₈ in.)

With cloth-bound storage box (2)

£4,000 - 5,000

JPY690,000 - 860,000

US\$6,600 - 8,300

As in the box with the moon and mare's-tail (lot 5), Zeshin depicted the latter plant in different stages of development, in this case also in conjunction with stems of edible fern, enabling the viewer to pinpoint the season as late spring. This precision reflects the influence of Sakai Hōitsu (1761–1828), an important Edo-based painter of the previous generation who transformed the Rinpa style of decorative nature painting by lending it a new naturalism and sense of time and place. For a similar treatment of this theme by Zeshin, also in *urushi-e*, see Erik Thomsen 2013, cat. no. 15.



13 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

INRŌ (MEDICINE CASE) WITH BUTTERBUR DESIGN

蒔図蒔絵印籠

Meiji era (1868–1912), circa 1877

With four interlocking cases and cover, of wood covered in *chadō-nuri*, the sides and top with leaves, shoots, and seed-pods of *fuki* (butterbur), in gold, silver, and *ishime-nuri takamaki-e*, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; the netsuke of lacquered wood in the form of a group of clams, one of them breathing out a cloud containing a Chinese palace in gold, silver, and red *takamaki-e* with shell; gold-lacquered *ojime* (bead) with flowers and butterflies

Signed in scratched characters on the base *Zeshin* 是真

7.6 × 5.1 × 2.1 cm (3 × 2 × ¾ in.)

With fitted wooden storage box (2)

Provenance

Inro: sold at Sotheby's, London, November 22–23 1990, cat. no. 190 (Sotheby's 1990)

Exhibited and published

Nezu Bijutsukan 2012, no. 77

£30,000 - 40,000

JPY5,200,000 - 6,900,000

US\$50,000 - 66,000

Zeshin depicted the butterbur (bog rhubarb) plant, with its giant leaves, in two panels dating respectively from 1877 and 1882 (Nezu Bijutsukan 2012, cat. no. 51 and Earle 1996, cat. no. 27). The earlier of the two panels uses very similar techniques to the present lot, suggesting that it may have been made around the same time. The season expressed in this design is spring, when the shoots of *fuki* can be fried as tempura or used to flavour miso paste.

The idea of the 'Clam's Dream', seen on the netsuke, derives from a Chinese chronicle of the first century B.C., where it is stated that when a huge clam breathes on the surface of the sea it makes the shape of a city with buildings. The motif was popular from the late eighteenth century thanks to its appearance in an illustrated book (Toriyama 1781).





(reverse)



14 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

PANEL WITH DESIGN OF FARMHOUSE IN THE SNOW AT SANO

雪中佐野（「鉢の木」）図蒔絵額面

Meiji era (1868–1912), 1883

Wood; the *roiro-nuri* ground decorated in a range of lacquer techniques including extensive silver *takamaki-e* to depict the snow on the ground and roof, the plants and pots, and other details; *tetsusabi-nuri* for the clay walls; *togidashi maki-e* for the straw matting and the floor of the tokonoma alcove; the details in gold and silver *takamaki-e*, gold *hirame*, and other finishes; the panel depicting a scene based on the Noh play *Hachi no ki* (see below), with the impoverished former courtier Tsuneyo Genzaemon about to offer hospitality to Lord Hōjō Tokiyori disguised as a wandering monk; Tokiyori kneels at the door of Genzaemon's hut, his hat and *oi* (priest's carrying frame) hanging on the wall and in the alcove behind him, his horse in a shed outside eating from a wooden bucket; farming implements visible behind the horse; a snow-laden pine tree overhead; Genzaemon seen through a window, seated with a *juzu* (rosary) in his hands; in the foreground, snow-covered miniature plum, cherry, and pine trees on a platform over a pond; the reverse plain black lacquer over cloth with two vertical struts each with a ring fitting for hanging the panel

Signed in gold *maki-e* *Gyōnen nanajūnana Koma Zeshin sei* 行年七十七 古満是真製 (Made by Koma Zeshin, aged 77)

37.8 × 61 cm (14⁷/₈ × 24 in.)

With fitted wooden *tomobako* storage box inscribed outside *Maki-e setchū Sano no zu gakumen* 蒔絵 雪中佐野之図 額面 (Panel with *maki-e* design of Sano in the snow); signed inside *Koma Zeshin sei* 古満是真製 (made by Koma Zeshin) with seal *Nanajūnana-sō* 七十七叟 (aged 77); accompanied by an auction slip recording that the panel was sold (on 14 April 1926, see below) for 3,750 yen and that the auction was held by Matsunaga Genkichi 松永源吉, Hokura Hikoichi 保倉彦一, and Hokura Hikohachi 保倉彦八; cloth-bound outer storage box (4)

Provenance

Oshiki Collection

押木家（新潟県）旧藏

Exhibited and published

Shinjōji, Niigata, 1926

Nezu Bijutsukan 2012, cat. no. 53

Tōkyō Kokuritsu Hakubutsukan 2004, cat. no. I - 99

£80,000 - 120,000

JPY14,000,000 - 21,000,000

US\$130,000 - 200,000



- A** *hiramaki-e* 平蒔絵
basic form of *maki-e*, in which metal powders are sprinkled onto wet lacquer and then either left uncovered or covered with one further layer of transparent lacquer
- B** *roiro-nuri* 蠟色塗
clear lacquer blackened by adding a small quantity of iron and highly polished
- C** *takamaki-e* 高蒔絵
form of *maki-e* in which lacquer is built up in high relief either by applying many layers or by mixing the lacquer with powdered charcoal or clay
- D** *tetsusabi-nuri* 鉄錆塗
lacquer finish imitating rusted iron
- E** *togidashi-maki-e* 研出蒔絵
form of *maki-e* in which a completed *hiramaki-e* design is covered with several further layers of lacquer; when these layers are polished away the design reappears, flush with the new ground

Starting with a view of Mount Fuji shown at the 1873 Vienna World Exposition, during the last two decades of his career Shibata Zeshin produced a number of large-scale lacquer panels. Clearly intended to emulate the scale and impact of framed Western oils and establish lacquering as an independent painting medium, these panels are among Zeshin's most unusual and striking works. Most of them depict scenes from Japanese nature, but in 1877 he exhibited a panel featuring a hothouse and bonsai trees (Göke 1981b, pl. 120) at the first Naikoku Kangyō Hakurankai (National Industrial Exhibition) and the success of this piece, now in the Imperial Collections, might have inspired him to tackle the more ambitious scene, also based around buildings, depicted here. The present lot appears to be the only Zeshin panel to feature human figures. Its explicit narrative theme is in strong contrast to traditional Japanese story-telling lacquers, which often make only understated, hard-to-catch, references to the texts on which they are based. Here Zeshin, very likely influenced by contemporary Western history painting, adopts an explicit approach and includes virtually all the essential components of a famous Noh play's plot: the two protagonists, the snowy landscape, Tokiyori's horse, and the three plants which Genzaemon sacrifices in order to fulfil his duties as host.

In the Noh play *Hachi no ki* a wandering priest, later identified as the great warlord Hōjō Tokiyori (1227–1263) who has adopted this disguise in order to 'acquaint himself with the needs of his subjects', seeks shelter from Tsuneyo Genzaemon, in reality the dispossessed Lord of Sano and a former retainer of Tokiyori. After some hesitation, Genzaemon's wife persuades her husband to let the priest enter and Genzaemon offers to use his three precious miniature trees—plum, cherry, and pine—as firewood to keep his guest warm; he then reveals his identity to Tokiyori, but remains unaware that Tokiyori is his master. Six months later Tokiyori returns with his army, reveals himself to Genzaemon and as a reward for the latter's hospitality returns his lands in Sano to him, along with domains in other parts of the country: 'Plum-field in Kaga, Cherrywell in Etchū and Pine-branch in Kōzuke' (Waley 1921, pp. 134–149).

This is one of a small number of panels made by Zeshin in the early 1880s for wealthy landowner patrons in Niigata Prefecture (former Echigo Province). Both the construction of the *tomobako* and the style of its inscriptions are very close to the *tomobako* for a panel depicting an offering to the gods at the start of the planting season, completed in 1882, that is one of the finest works in the Khalili Collection (Earle 1996, cat. no. 27). The Khalili piece was made for Sasaki Shōhei, a great Niigata landowner, and was sold in 1931; the present lot, sold at auction in April 1926, was made for the Oshiki, another prominent Niigata family who owned several works by Zeshin. According to the 1926 catalogue, Oshiki Genjirō, grandfather of the vendor, was a close friend of Zeshin and owned so many of his works that for people in Niigata Prefecture the mere mention of Zeshin's name called to mind the Oshiki family; a similarly warm relationship existed between the Oshiki and Zeshin's second son Shinsai (Shinjōji 1926, Göke 1981b, p. 171). Both families, Sasaki and Oshiki, lived in Nakakanbara District.

Zeshin made full use of lacquer's power to both emulate and outdo oil painting, applying especially thick *takamaki-e* to convey the weight of the snow on the roof; the smoothly polished *takamaki-e* snow contrasts with both the rough-textured *tetsusabi-nuri* of the rustic clay walls and the intricate *togidashi maki-e* used for the straw and wood floor coverings. Zeshin was evidently satisfied with this composition since he repeated it, with variations, in a 1888 lacquer painting of a farm building (Nezu Bijutsukan 2012, cat. no. 122).





(interior)



15 *

ARTIST UNKNOWN 作者不詳
KOSUZURIBAKO (SMALL WRITING BOX) WITH DESIGN
OF POEM CARD AND CHRYSANTHEMUMS

短冊菊図蒔絵小硯箱

Edo period (1615–1868) or Meiji era (1868–1912),
 second half of the nineteenth century

Of tall rectangular shape with flush-fitting lid, the wood body lacquered in a variety of patterns and techniques, the exterior with a *roiro-nuri* ground and a design of *tanzaku* (poem cards) and sprays of chrysanthemum in gold, silver, and coloured *takamaki-e* and *hiramaki-e*, with details in gold and silver *kirigane* and shell, the underside gold *fundame*, the interior of the box and lid with a repeating pattern of crane roundels, stylized chrysanthemums, and tendrils in gold and *aokin takamaki-e* and *hiramaki-e* on a fine gold *nashiji* ground, the writing implements consisting of a stone *suzuri* (ink stone) with a gold *fundame* rim, a silver *suiteki* (water dropper) with a two-stage mount, chiselled in the form of a chrysanthemum with a gold seed head, the *suzuri* and *suiteki* both mounted in a plain wood frame; with a silk ribbon passing through the sides of the box

Unsigned

2.5 × 6 × 21.2 cm (1 × 2 3/8 × 8 3/8 in.)

With lacquered wooden storage box with title slip (6)

Provenance

Mitsui Family
 三井家旧蔵

£5,000 - 7,000
 JPY860,000 - 1,200,000
 US\$8,300 - 12,000

This combination of motifs is associated with the Chrysanthemum Festival, celebrated on the ninth day of the ninth lunar month.

16 *

SANO CHŌKAN 佐埜長寛 (1794–1856)

YATATE (PORTABLE BRUSH-AND-INK CASE) WITH DESIGN OF SPINNING-TOP AND SILK BALL

独楽鞠図蒔絵矢立

Edo period (1615–1868), first half of the nineteenth century

Assembled from turned and carved wood, silver, and animal fur and comprising a base to which are attached a lidded box in the shape of an *itomari* or *temari* (ball made from silk thread), a tray inside the box inset with a silver *suiteki* (water dropper) and *suzuri* (inkstone), and a brush holder in the form of a *koma* (spinning-top), its spindle formed by a telescopic silver brush in three sections with an animal-fur tip, the whole lacquered in a range of patterns and techniques including gold *Gyōbu nashiji* on the top of the base, peonies and tendrils in gold *hiramaki-e* on the sides of the base, and gold *nashiji* underneath the base, the silk ball and spinning top illusionistically finished in gold, silver, *aokin*, and coloured *hiramaki-e* and *takamaki-e*, the interior of the ball of gold *fundame*

Signed in gold *hiramaki-e* on the lower half of the silk ball *Sano Chōkan saku* 佐埜長寛作 (made by Sano Chōkan)

7.8 × 11.3 × 7.2 cm (3 × 4½ × 2¾ in.)

With fitted wooden *tomobako* storage box inscribed *Omocha-zukushi okimono on-yatate Sano Chōkan saku* 玩具盡 置物御矢立 佐埜長寛作 (Ornamental *yatate* with toy design by Sano Chōkan) (4)

£5,000 - 7,000

JPY860,000 - 1,200,000

US\$8,300 - 12,000

On succeeding his father at age 21, the eccentric Kyoto-based artist Sano Chōkan undertook an extensive countrywide tour of centres of the lacquer industry, returning home in 1822 to revive the family business, specializing in tea-ceremony wares, trays and other tableware, and domestic items such as the present lot. (Takao 2005, p. 101). This unusual miniature writing set, with a writing box shaped like a silk ball and a brush that takes the form of the handle of a child's spinning top, was likely a New Year gift, since such toys were a favourite emblem of the ceremonies that took place during the first month (see lot 8).





BOX INSCRIPTIONS AND CERTIFICATES



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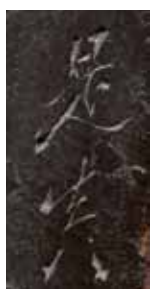


16

SIGNATURES AND SEALS



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4



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16

GLOSSARY OF JAPANESE LACQUER TECHNIQUES

aokin 青金

'green gold': a green-tinged mixture of gold and silver powder used in *maki-e* decoration

chadō-nuri 茶銅塗

dark-brown variant of *seidō-nuri*

fundame 粉溜

very fine metal powder sprinkled repeatedly on wet lacquer to give a smooth, matt appearance

Gyōbu nashiji 刑部梨地

variant of *nashiji*, using especially thick flakes of gold

hiramaki-e 平蒔絵

basic form of *maki-e*, in which metal powders are sprinkled onto wet lacquer and then either left uncovered or covered with one further layer of transparent lacquer

hirame 平目

small flattish flakes of gold

ishime-nuri 石目塗

lacquer finish imitating a granular stone surface

kinji 金地

highly polished gold-lacquer ground

kinpun 金粉

fine gold powder

kirigane 切金

small squares of gold or silver foil

maki-e 蒔絵

general term for lacquer decoration using particles of gold and silver sprinkled onto damp lacquer; see also *hiramaki-e*, *takamaki-e*, and *togidashi maki-e*

nashiji 梨地 or 梨子地

irregularly shaped flakes of gold suspended in clear or yellowish lacquer

roiro-nuri 蠟色塗

clear lacquer blackened by adding a small quantity of iron and highly polished

seidō-nuri 青銅塗

dark green lacquer finish imitating antique bronze

shibuichi-nuri 四分一塗 (also *rōgin-nuri* 龍銀塗)

silvery grey-green lacquer finish imitating *shibuichi* ('one part in four'), an alloy primarily of copper and silver

takamaki-e 高蒔絵

form of *maki-e* in which lacquer is built up in high relief either by applying many layers or by mixing the lacquer with powdered charcoal or clay

tetsusabi-nuri 鉄錆塗

lacquer finish imitating rusted iron

togidashi-maki-e 研出蒔絵

form of *maki-e* in which a completed *hiramaki-e* design is covered with several further layers of lacquer; when these layers are polished away the design reappears, flush with the new ground

urushi 漆

lacquer: the refined sap of the East Asian lacquer tree, *Rhus verniciflua*

urushi-e 漆絵

brush painting using wet lacquer in place of ink

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

1. OUR ROLE

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

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2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

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

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

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4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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

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

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

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

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ 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*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.2	The discretion referred to in paragraph 8.1:	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	9	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com .
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		APPENDIX 3 DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

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

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+44 20 7468 8295

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Francesca Cavazzini
+61 2 8412 2222

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UK
Philip Keith
+44 2920 727 980
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+1 323 436 5416

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+1 212 644 9039

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+44 20 7468 8226

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

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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

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

British & European Porcelain & Pottery

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

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Scot Levitt
+1 323 436 5425

Carpets

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

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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

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UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

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Claire Browne
+44 1564 732969

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UK
Stephanie Connell
+44 20 7393 3844
U.S.A.
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UK
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+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

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Olympia Pappa
+44 20 7468 8314

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Kevin Mcgimpsey
+44 1244 353123

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Penny Day
+44 20 7468 8366

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U.S.A.
Tanya Wells
+1 917 206 1685

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+44 20 7468 8249

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

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UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

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

Mechanical Music

Jon Baddeley
+44 20 7393 3872

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U.S.A.
Alexis Chompaisal
+1 323 436 5469

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Gareth Williams
+44 20 7468 5879

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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
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Adrian Pipiros
+44 8700 273621

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Philip Scott
+44 20 7393 3855

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Jim Haas
+1 415 503 3294

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

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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

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

Scottish Pictures

Chris Brickley
+44 131 240 2297

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

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Giles Peppiatt
+44 20 7468 8355

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+44 20 8963 2839

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Veronique Scorer
+44 20 7393 3962

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Gareth Williams
+44 20 7468 5879

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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

UNITED KINGDOM

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

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

South East England

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

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

Isle of Wight
+44 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 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

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

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

Midlands

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

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

Yorkshire & North East England

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

North West England

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

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

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

Channel Islands

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

Representative:
Guernsey
+44 1481 722 448

Scotland

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

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

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

Wales

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

EUROPE

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

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

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

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

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

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

Netherlands - Amsterdam
De Lairesestraat 154
1075 HL Amsterdam
+31 20 67 09 701
+31 20 67 09 702 fax
amsterdam@bonhams.com

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

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

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

Spain – Bilbao
Teresa Ybarra
+34 680 34 76 06
teresa.ybarra@bonhams.com

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

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

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

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

MIDDLE EAST

Dubai
Deborah Najar
+971 (0)56 113 4146
deborah.najar@bonhams.com

Israel
Joslyne Halibard
+972 (0)54 553 5337
joslyne.halibard@bonhams.com

NORTH AMERICA

USA

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

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

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

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

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

Southern California
Christine Eisenberg
+1 (949) 646 6560

Colorado
Julie Segraves
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Bethea
+1 (404) 842 1500

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

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

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Pennsylvania
Margaret Tierney
+1 (610) 644 1199

Texas
Amy Lawch
+1 (713) 621 5988

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

Washington DC
Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

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

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

SOUTH AMERICA

Argentina
Daniel Claramunt
+54 11 479 37600

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

ASIA

Hong Kong ●
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
Como Avenue
South Yarra
Melbourne VIC 3141
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

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

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UK/06/14

EB 1793

Bonhams

101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447

+44 (0) 20 7447 7400 fax

