

DECORATIVE ARTS FROM 1860

Wednesday 17 June 2015



Bonhams

LONDON

DECORATIVE ARTS FROM 1860

Wednesday 17 June 2015 at 13.00
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Front cover: lot 9
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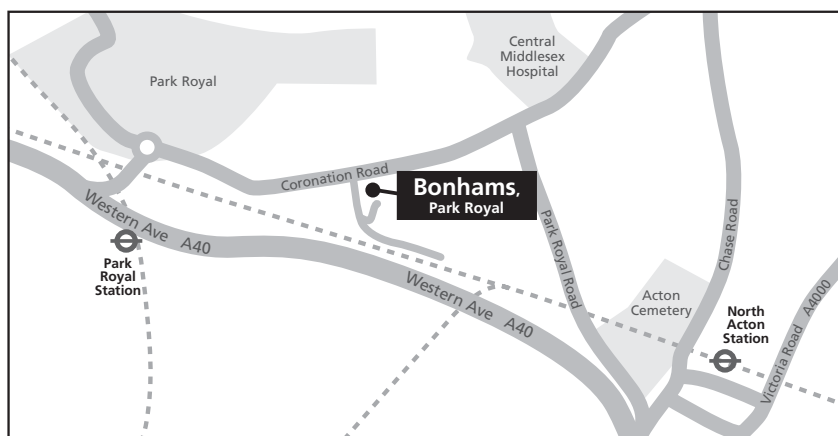
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on previous page.

Y These lots are subject
to CITES regulations, please
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of the catalogue.





1



2

1 W

ALBERT BARTHOLOMÉ (FRENCH, 1848-1928)

'The Secret' a Figural Bronze Sculpture, circa 1890 depicting four female nudes, leaning in to the foliate backdrop, heads together as if whispering a secret, raised on velvet covered plinth 61cm by 52cm, signed in cast 'A Bartholome' with impressed Lois Decauville Paris foundry mark

£3,000 - 5,000

€4,200 - 7,000

2

ERNEST CHAPLET (ATTRIBUTED) FOR SÈVRES

A High-Fire Porcelain Vase, 1894

the bulbous vessel applied below the neck with a collar of petal-like protrusions, the whole exhibiting a dramatic dripped blue glaze over a sang-de-boeuf glaze revealing white and specs of green 28cm high, maker's monogram and date to base

£3,000 - 5,000

€4,200 - 7,000



3

3 W

CARLO BUGATTI (1856-1940)

A Side Chair, circa 1902

walnut, with embossed metal sheet overlay, inlaid ebonised wood and inlaid metal, the parchment seat and back painted with stylised flora, missing tassles

87cm by 45cm by 40cm

£4,000 - 6,000

€5,600 - 8,400

4

STURGIS LAURENCE (1870-1961) FOR ROOKWOOD

'Rushing Eagle' a Vase, 1898

of baluster form with square foot and neck, painted with a softly illuminated portrait of a Native American Indian Sioux chief named 'Rushing Eagle', against a rich dark brown glaze

27.5cm high, impressed Rookwood mark, with incised title, artist's signature and date

£2,000 - 3,000

€2,800 - 4,200



4



5 (detail)



5 (detail)



5 (detail)

5

GUILD OF HANDICRAFT (1888-1907)

An Impressive Pair of Arts and Crafts Silver Candlesticks, 1902-3 the gently planished surface with high-relief embossed decoration, depicting bands of roundals, a stylised band of fruit and leaves to the wide flared foot, and an acanthus leave pattern to the removable sconces, the relief work highlighted with scrolling hammered spot decoration, a linear hammered dash decoration to the foot edge 21cm high, impressed maker's marks, with assay hallmarks for London, to foot, stem and both sconces (2)

£5,000 - 7,000

€7,000 - 9,800



6 Y Φ

EDUARD JOSEF WIMMER-WISGRILL FOR WIENER WERKSTÄTTE

A Viennese Five-Piece Silver and Ivory Tea and Lemon Service, circa 1912

comprising; a tray, with a teapot, a sugar caddy, a cream jug, and a lemon cup with tongs, each of waisted octagonal form with gentle spot planished surface, the teapot with hinged lid and ivory globular finial, with sweeping straight spout, and angular and part scroll ivory handle, body raised on spreading octagonal base foot, the tray of oval octagonal form with similar spot planished surface
height of teapot - 15 cm, stamped with maker's mark for Wimmer-Wisgrill, the rose monogram and the Wiener Werkstätte monogram mark, incuse stamped WIENER WEKSTÄTTE and 900, also stamped with Austrian assay mark for Vienna pre-1922 (5)

£10,000 - 15,000

€14,000 - 21,000

A similar piece is represented in Österreichisches Museum für angewandte Kunst (The Museum of Applied Arts) in Vienna, museum no W.I. 115.

A similar piece is illustrated in Silver of a New Era: International Highlights of Precious Metalware from 1880 to 1940, Musuem Boymans van-Beuningen, Rotterdam 23.2.92-26.4.92 and Museum voor Sierkunst, Ghent 26.5.92-27.7.92, p. 199, pl 182.



6 (detail)



7

7 W

AUSTRIAN

A Secessionist Five Light Hanging Shade, circa 1900
the tendril-like arms enhanced with berries and supporting five Loetz
iridescent glass conical shades
98cm high

£3,500 - 4,500

€4,900 - 6,300

8 W

JOSEF HOFFMANN (ATTRIBUTED) FOR THONET

A Secessionist Bentwood and Leaded Glass Wall Cabinet, circa 1915
the central door inset with two marbled glass foliate panels enclosing
a shelved interior
85cm x 50cm, 'Thonet Wein' paper label to reverse

£1,000 - 1,500

€1,400 - 2,100



8



9 (detail)



9 (detail)



9 (detail)



Original watercolour (not included in the sale)

g W

CHARLES RENNIE MACKINTOSH (1868-1928)

'The Pickering Music Cabinet' An Important Lost Work, commissioned in 1898

in stained Cuban mahogany enhanced with ebony cabochons and glass panelling, having a fitted interior with shelving, the original embroidered curtain reproduced by Helen McCook
177cm by 73.5cm by 51cm

£60,000 - 80,000

€84,000 - 110,000

The original Watercolour (pictured) for this cabinet is stored at the Hunterian in Glasgow. It is also reproduced on page 57 of the Roger Billcliffe book 'Charles Rennie Mackintosh - The Complete Furniture, Furniture Drawings, and Interior Designs' (Lutterworth Press) and described as 'not known if executed'

The cabinet was commissioned from Mackintosh by Ellen Pickering, the daughter of John Anderson who owned Scotland's largest Department store. This was based in Argyle Street Glasgow, opposite Miss Cranston's Argyle Street Tearooms.

The essence of the commission is that it evokes a juxtaposition of Nature and Spirit. These concepts are captured in the meticulous construction, enhanced by a selection of different textures of clear glass with stalk and leaf emerging to flower.

The cabinet was designed when Mackintosh was thirty years old, and there are stylistic similarities to the organ casing in the music room at Craigie Hall Glasgow, designed by Mackintosh in 1897.

The cabinet was purchased without identification by a Dumfries family during the 1950's when a number of items belonging to the Pickering family were placed in auction. In 2012 it was removed from storage in Dumfries where it was housed in a garage.





10

CARL MILLES (SWEDISH, 1875-1955)

A Figural Sculpture, circa 1900

bronze, depicting a young nude woman sat on a lily pad, she looks over her shoulder while smoothing her hair with one hand
27cm by 41cm by 39.5cm, signed in cast 'Milles', with impressed Paris foundry mark

£2,500 - 3,500

€3,500 - 4,900

Provenance:

The Victor Arwas Collection

Carl Vilhelm Emil Milles was born in Lagga, near Upsala in Sweden. In 1897, he went to Paris, where he studied at the Ecole des Beaux-Arts, and where he met Rodin, whose assistant he became. Milles first exhibited at the Salon des Artistes Français in 1899, and was awarded a Mention Honorable in 1900.

After returning to Sweden, he taught at the Royal Academy in Stockholm, before moving to the United States in 1930. He was appointed as a professor at Cranbrook Academy of Art in Michigan, and his first American exhibition took place at the Fine Arts Museum in Saint Louis, Missouri in 1931. He received a vast number of commissions for Public statuary in the US, including the Peace Monument in Saint Paul, Minnesota and a large figure housed in the Time-Life Building in Radio City in the Rockefeller Center in New York.

His works are held in a number of museums around the world, including the Tate Gallery in London, the Stockholm Museum in Sweden, the Musée Cantonal des Beaux-Arts in Lausanne and the Whitney Museum of American Art in New York.



11 AR

VITTORIO ZECCHIN (ITALIAN, 1878-1947)

'Primavera' (Spring), circa 1914

tempera on canvas, with applied gold highlights

56cm by 56cm, signed to bottom left corner

£15,000 - 20,000

€21,000 - 28,000

Literature:

Marino Barovier, 'Vittorio Zecchin 1878-1947; pittura, vetro, arti decorative', Marsilio Editori, Venezia, 2002, page 105

Archived image retained by Whitford & Hughes, London, UK / Bridgeman Art Library.

Provenance:

Private London Collection

Mrs K. Kerr, Switzerland



12

12

KARL AND WALDEMAR LINDSTROM FOR RORSTRAND

An Art Nouveau Porcelain Vase, circa 1900

decorated to the shoulder and rim of the vase with stylised lily pads and lily flowers, the continuous design modelled in relief with openwork, highlighted in pale green, pink and blue against a cream ground, the long stems ascending the body of the vase

42cm high, with printed green Rorstrand mark, painted 'KL' monogram, incised 'WL' monogram and incised number '12883'

£3,000 - 4,000

€4,200 - 5,600

Literature:

Bengt Nystrom, 'Rorstrand Porcelain; Art Nouveau Masterpieces', Abbeville Press, 1996, p.40, for a similar example.

Examples of Rorstrand porcelain can be found in important museums around the world, including the V&A in London and the Musée de Arts Decoratif in Paris.

13

AGATHON LEONARD FOR SÈVRES

'La Cothurne' (The High Sandal), a Fine Art Nouveau Bisque Porcelain Study, circa 1900

modelled as a dancer in long dress clasping her sandal
28.3cm high, stamped with Sèvres marks and numbered '37'

£1,500 - 2,000

€2,100 - 2,800



13



14

EDUARD STELLMACHER (1868-1929)

A Large Amphora Vase with Modelled Dragon, circa 1900
the scaly creature with spiked spine is coiled around the body of the vase in relief, its head resting on the drop edge candle rim, an all over cream glaze, the creature's body is heightened with brown, green, white and gilt

75.5cm high, incised artist's signature to body of the vase, printed Stellmacher-Teplitz mark and embossed E.S.T. to the underside

£3,000 - 4,000

€4,200 - 5,600



14 (detail)



15



16



17

15

ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939)

'The Carnation' a Lithographic Poster, 1897

lithograph in colours; framed

110.5cm by 50cm (inc. frame)

£1,000 - 1,500

€1,400 - 2,100

Literature:

Rennert and Weill, 'Alphonse Mucha: The Complete Posters and Panels', Boston: G.K.Hall, 1984, p.194

16

ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939)

'The Iris' a Lithographic Poster, 1897

lithograph in colours; framed

110.5cm by 50cm (inc. frame)

£1,000 - 1,500

€1,400 - 2,100

Literature:

Rennert and Weill, 'Alphonse Mucha: The Complete Posters and Panels', Boston: G.K.Hall, 1984, p.194

17 W

LOUIS MAJORELLE (1859-1926)

A Side Table From the Clématite Salon Suite, circa 1905

elaborately carved and gilded sinuous foliate tri-leg design, with inset green marble top

59cm by 61cm by 82cm

£2,000 - 3,000

€2,800 - 4,200

Literature:

Illustrated in 'Masterpieces of Art Nouveau Furniture: The Majorelle Catalogue Ca. 1910' Plate 30.



18

18

FRENCH

A Decorative Enamelled Glass Window, circa 1900
 consisting of two panels, each rectangular with a gentle curve to each
 upper outside corner, lead-framed and lined, with applied enamel
 decoration of scrolling vines in green and clusters of drop flowers in
 pale purple
111cm by 48.5cm

£1,500 - 2,000

€2,100 - 2,800

19

FRANCOISE ALPHONSE PIQUEMAL

An Art Nouveau Figural Bronze Vase, circa 1900
 cast with maiden in a long flowing skirt, surrounded and intertwined
 with blossoming tree branches, with matt gilt highlights
72cm high, signed in cast 'Piquemal'

£2,500 - 3,000

€3,500 - 4,200



19



20

20

DAUM

A Tall Cameo Glass Paysage Table Lamp, circa 1910
acid etched with a landscape of trees and hills surrounding a lake, in
shades of purple and green
44cm high, acid etched signature 'Daum Nancy' with Croix de
Lorraine

£3,000 - 5,000

€4,200 - 7,000



21

21 W

ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939)

'Job' a Lithographic Poster, 1898
printed in colours, printed by F. Champenois, Paris; framed
160cm by 109cm (inc. frame)

£3,000 - 4,000

€4,200 - 5,600

Provenance:
The Grosvenor Gallery, London



22

22

ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939)

'Job' a Lithographic Poster, 1898
 printed in colours, with gilt highlights, printed by F. Champenois, Paris;
 framed
 61cm by 48cm (inc. frame)

£3,500 - 5,000

€4,900 - 7,000

Literature:

Ann Bridges, 'Alphonse Mucha: The Complete Graphic Works',
 Harmony Books, 1980, p.152

The V&A Museum in London hold an edition of this poster in their
 collection.

23 W

TIFFANY STUDIOS

A Favrite Glass and Patinated Bronze Floor Lamp, circa 1900
 the iridescent glass shade with bands of green 'feathering' against an
 orange and yellow ground
 144cm high, the shade engraved 'L.C.T.' the stand stamped to base
 'Tiffany Studios New York' '423 H'

£2,000 - 3,000

€2,800 - 4,200



23



24

EMILE GALLÉ (FRENCH, 1846-1904)

A Cameo Glass Table Lamp, circa 1900

acid-etched overlaid decoration of blue flora amongst leaves on a yellow ground

31cm high, signed in cameo 'Galle'

£12,500 - 14,000

€17,000 - 20,000



25

25 •
L'ESTAMPE MODERNE, TWO ILLUSTRATED VOLUMES, 1897-1899

edited by Charles Masson and Henri Piazza, half-titles, printed titles with design by Alphonse Mucha, 100 lithographed plates (most coloured, some heightened with gold) by Alphonse Mucha, Louis Rhead, Marcel-Lenoir, Henri Boutet, Henri Fantin-Latour, Edward Burne-Jones, Theophile Steinlen and others, captioned tissue guards, publisher's blind-stamp in margins, table of artists at end of each volume, publisher's decorative cloth gilt, Paris, L'Imprimerie Champenois
folio size 410 x 330mm (2)

£8,000 - 12,000
 €11,000 - 17,000

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26 W
ALPHONSE MUCHA (CZECHOSLOVAKIAN, 1860-1939)

'Médée' a Lithographic Poster, 1898
 lithograph in colours, printed across two sheets joined, advertising a production of 'Médée' at the Théâtre de la Renaissance, Paris, starring Sarah Bernhardt, printed by F. Champenois, Paris; framed 209cm by 78cm (inc. frame)

£3,000 - 4,000
 €4,200 - 5,600

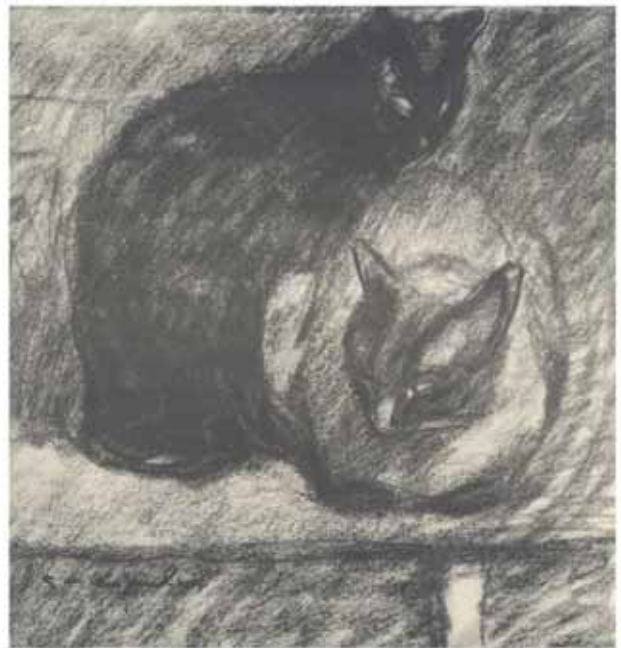
The V&A Museum in London hold an edition of this poster in their collection.



26



27



28

27 W

LOUIS MAJORELLE (1859-1926) AND DAUM

A Wrought Iron and Glass Standard Lamp, circa 1925
the trefoil stand with gilded floral mounts, supporting a glass shade
with internal orange decoration, enclosing a triple electrical fitment
170cm high, the shade 38cm diam, marked 'Daum Nancy'

£3,000 - 4,000

€4,200 - 5,600

28 •

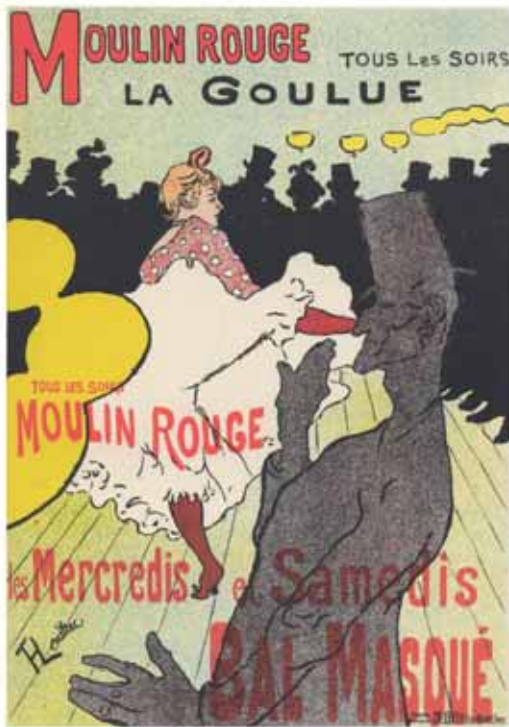
**THÉOPHILE ALEXANDRE STEINLEN (FRENCH, 1859-1923),
WITH TEXT BY GEORGES LECOMTE**

'Steinlen; Chats et Autres Bêtes' an Illustrated Volume, 1933
OUT-OF-SERIES COPY on velin d'Arches paper, probably for
presentation, limitation leaf initialled 'E.R.' by the publisher and lettered
'Cce'['?], 19 tipped-in lithographed plates, 150 text illustrations,
tissue-guards, publisher's pictorial wrappers and glassine dust-jacket,
housed in slipcase, Paris, Eugene Rey; together with a separate
suite of the lithographed illustrations, loose sheets, publisher's card
slipcase, edges split

Folio size 338 x 260mm (2)

£1,500 - 2,500

€2,100 - 3,500



29

29 •

ERNEST MAINDRON (FRENCH, 1838-1907)

'Les Affiches Illustrées 1886-1895', an Illustrated Volume, 1896
NUMBER 637 OF 1,000 COPIES "sur papier vélin", from an overall
edition of 1,025 copies, half-title, 72 chromolithographed plates
by Cheret (37), Toulouse Lautrec, Grasset, Mucha and others,
tissue guards, uncoloured illustrations (some full-page), bookplate,
contemporary half morocco, folio, Paris, G. Boudet
folio size 308 x 234mm

£900 - 1,500
€1,300 - 2,100

30

LOUIS MAJORELLE (1859-1926) AND DAUM

A Glass and Wrought-Iron Vase, circa 1920
thick mottled glass over a thick layer of opalescent glass, encased and
blown into a metal framework of geometric panels with linear pattern
38cm high, inscribed 'Daum Nancy' with Croix de Lorraine

£1,500 - 2,000
€2,100 - 2,800

31

LOUIS MAJORELLE (1859-1926) AND DAUM

A Glass and Wrought-Iron Vase, circa 1920
thick mottled glass with gold foil inclusions, encased and blown into a
metal frame of scrollwork and foliage
27cm high, inscribed 'Daum Nancy' with Croix de Lorraine and 'L.
Marjorelle'

£1,500 - 2,000
€2,100 - 2,800



30



31



32



32 (detail)



33

32

**EDGAR BRANDT (FRENCH, 1880-1960)
AND DAUM**

An Art Deco Wrought Iron and Stepped Glass
Hanging Shade, circa 1925

the frosted and polished shade enhanced
with tones of orange and having suffused with
foil inclusions, suspended from an openwork
frame of curving foliage

59cm diam and 39cm high, stamped
'E.Brandt', engraved to glass 'Daum Nancy
Paris'

£4,000 - 5,000

€5,600 - 7,000

33

**EDGAR BRANDT (FRENCH, 1880-1960)
AND DAUM**

A Pair of Art Deco Wrought Iron Wall Lights
with Daum Glass Shades, circa 1925

the electrical body supporting twin leaf and
berry mounts with glass shade attachment
31cm wide, stamped 'E.Brandt' the shades
signed 'Daum Nancy' (2)

£1,000 - 1,500

€1,400 - 2,100



34

EDGAR BRANDT (FRENCH, 1880-1960)

'Serpent and Eagle' a Patinated Bronze Cachepot, circa 1920
with two serpent handles peering inward toward a central well, in
which an eagle is nervously perched
12.5cm high and 13.5cm diam, signed in cast 'E.Brandt'

£7,000 - 9,000

€9,800 - 13,000

Literature:

Joan Kahr, Edgar Brandt: Master of Art Deco Ironwork, New York,
1999, p.160 (larger model illustrated)



35

35 Y Φ

PAUL PHILIPPE (1870-1930)

'Russian Dancer' a Bronze and Ivory Figure, circa 1925 depicting a young female dancer with gilded dress, her arms outstretched while balancing on one foot, on a green onyx pedestal base

40.5cm high, incised signature to base 'P.Philippe'

£3,000 - 5,000

€4,200 - 7,000



36

36 Y Φ

PAUL PHILIPPE (1870-1930)

'Pierrette' an Art Deco Cold-Painted Bronze and Carved Ivory Figure, circa 1925

of a female figure in a clown outfit, with large ruffle around her neck and skull cap, poised on tip-toe with her hands clasped together, raised on a circular stepped bronze and green onyx base

38cm high, signed in cast 'Philippe R.u.M.'

£2,000 - 2,500

€2,800 - 3,500

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St Martins Press, 1992, p.150



37 Y Φ

GERDAGO (1906-2004)

'Exotic Dancer' a Bronze and Ivory Figure of a Dancer, circa 1930
the female dancer in futuristic dress, wearing an elaborate tri-pointed
hat, her outfit is ornately decorated with cold-painted patterns, swirls
and flowers in red, green, blue, white and gold, on oval green onyx
base

35.5cm high

£8,000 - 10,000

€11,000 - 14,000

Provenance:

The Elton John Collection, Sotheby's, 1988

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St Martins
Press, 1992, p.98



37 (detail)



38 (detail)

38 Y Φ

OTTO POERTZEL (GERMAN, 1876-1963)

'Medieval Group' an Impressive Cold-painted Bronze and Carved Ivory Study, circa 1925

modelled as a young woman being helped down from her house by a romantic young man who is reaching up to assist her, his harp is laid by the horse's feet, on a black marble plinth inset with green onyx bands

55cm high, signed to plinth 'Prof. Poertzel' with engraved 'PK' foundry mark for 'Priess & Kassler'

£7,000 - 10,000

€9,800 - 14,000

Literature:

For an example of this model refer to Victor Arwas', 'Art Deco Sculpture', Academy Editions, 1992, pg. 153



39 Υ Φ

OTTO POERTZEL (GERMAN, 1876-1963)

'Butterfly Dancer' a Cold-Painted Bronze and Ivory Study, circa 1925 probably cast and carved by the Preiss workshop as a female dancer in a light green tunic costume, posing sur les points off a faceted onyx base

42cm high, signed in cast 'Prof. Poertzel'

£8,000 - 10,000

€11,000 - 14,000



39 (detail)



40 (detail)

40 Y Φ

OTTO POERTZEL (GERMAN, 1876-1963)

'Carnival Couple' (Columbine and Harlequin) a Bronze and Ivory Figural Group, circa 1920

a male and female dancer in cold-painted costumes in tones of blue and silver, and red and gold, mounted on an oval marble base
35cm high, incised signature to bronze

£15,000 - 20,000

€21,000 - 28,000

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St Martins Press, 1992, p.158

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, p.266



41 Y Φ

OTTO POERTZEL (GERMAN, 1876-1963)

'The Snake Dancer' a Rare Bronze and Ivory Study, circa 1920 capturing the dramatic pose of a female dancer, wearing a snake-skin patterned skin-tight dress and an ivory ornamental comb, raised on a marble plinth

59cm high, engraved 'Prof. Poertzel'

£22,000 - 26,000

€31,000 - 36,000

This model is known to exist without the ornamental comb, but it is very rare for it to be intact as it is with this model.



41 (detail)



41 (detail)



42

42 Y Φ

PIERRE LE FAGUAYS

'Tireur a L'Arc' a Large Art Deco Patinated Bronze and Carved Ivory Study, circa 1925

modelled as a warrior in silvered chain-mail with brown-patinated tunic and belt, he poses with bow in hand on a marble base
59.5cm high, engraved to base 'Le Faguays' edited by Etling Paris.

£10,000 - 15,000

€14,000 - 21,000

43 Y Φ

JOSEF LORENZL (AUSTRIAN, 1892-1950)

An Art Deco Bronze and Ivory Figure, circa 1925

depicting a young girl with cropped hair, wearing a silvered dress with cold-painted spot decoration, on a navette shaped stepped onyx base
25.5cm high, signed in cast 'LORENZL'

£1,500 - 2,500

€2,100 - 3,500



43



44 Υ Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Ecstasy' an Art Deco Patinated Bronze and Carved Ivory Model, circa 1925

cast as a female dancer bent down on one knee, the other leg stretched out behind her, holding aloft a large hoop, her decorative catsuit in a silvered patination with gold and blue highlights, she poses on a stepped and sloped marble base

50cm long, 55cm high, incised 'Preiss Kassler' foundry mark to base of foot

£15,000 - 20,000

€21,000 - 28,000

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St. Martin's Press, 1992, p.202.



44 (detail)

45



47



45 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Sonny Boy' an Art Deco Cold-Painted Bronze and Carved Ivory Study, circa 1925

a young boy in blue shorts, shirt and tie, with both hands in his pockets and a red book under one arm, with dark blonde colouring to his hair, on a rectangular green onyx base

21cm high, incised 'F.Preiss' signature to base

£2,500 - 3,500

€3,500 - 4,900

46 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Sonny Boy' an Art Deco Cold-Painted Bronze and Carved Ivory Study, circa 1925

of a young boy in shorts, shirt and tie, with both hands in his pockets and a book under one arm, surmounting a green onyx ashtray

20cm high, 19cm long, incised 'F.Preiss' signature to base

£2,500 - 3,500

€3,500 - 4,900

47 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

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

a young girl in short blue outfit and matching shoes, with dark blonde colouring to her hair, she clasps a stick behind her back while her other hand supports a large hoop, on a rectangular green onyx base

20.8cm high, with 'PK' (Preiss Kassler) logo stamped to bronze

£2,500 - 3,500

€3,500 - 4,900

46





48 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

a Cold-Painted Bronze and Carved Ivory Study of a Boy Fishing, circa 1925

modelled as a boy displaying his catch supported on the original onyx pond base

the boy 31cm high (an alternative onyx base is included with this lot)

£8,000 - 10,000

€11,000 - 14,000



49 (detail)

49 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Autumn Dancer' a Cold-Painted Bronze and Carved Ivory Figure, circa 1925

depicting a dancer in silvered-green painted dress, her belt highlighted with gilt, her head-dress with gilt, blue and red details, mounted on a decorative black marble and green onyx base
36.8cm high

£12,000 - 18,000

€17,000 - 25,000

Literature:

Alberto Shayo, 'Ferdinand Preiss, Art Deco Sculptor', The Antique Collectors Club, 2005, p.287



50 Υ Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Champagne Dancer' an Art Deco Cold-Painted Bronze and Carved Ivory Figure, circa 1925

the female dancer in futuristic costume, of shorts, jacket and pointed cap with a pair of decorative antennae, the outfit in tones of gold, red and blue, raised on a pedestal marble base
41.5cm high, signed in cast 'F.Preiss'

£18,000 - 22,000

€25,000 - 31,000

Provenance:

The Elton John Collection, Sotheby's, 1988

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St Martins Press, 1992, p.169



50 (detail)

52



51 Y Φ

A. GODARD

An Art Deco Bronze and Ivory Figure of a Skater, circa 1925 of a female figure skating on one leg the other outstretched behind her, her arms raised to balance her, her scarf blowing in the wind behind her, mounted on a rectangular brown onyx base
38cm high, incised 'A. Godard' to base

£1,500 - 2,000

€2,100 - 2,800

52 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Top Hat' a Patinated Bronze and Carved Ivory Figure, circa 1925 of a female figure in historically masculine 17th Century style dress with arm and collar ruffles, holding a stick and top hat, mounted on a stepped brown onyx base, inset with a decorative bronze panel depicting 1920s flapper dancers in Egyptian style dress
46.5cm high, signed in cast 'D. Chiparus' to the bronze panel

£5,000 - 7,000

€7,000 - 9,800

51





53

53 Υ Φ

DEMETRE CHIPARUS (1886-1947)

'Actress' a Bronze and Carved-Ivory Figure, circa 1930
cast as a young woman holding out her flared and pleated skirt,
wearing a fitted bodice and helmet-like headdress, cold-painted in
green and gilt, mounted on a brown onyx base
29cm high, engraved 'Chiparus' signature to base and stamped '9' to
the underside of one foot

£6,000 - 8,000

€8,400 - 11,000



54

54 Υ Φ

DEMETRE CHIPARUS (1886-1947)

'Orilla' a Rare Patinated Bronze and Carved Ivory Study, circa 1925
cast and carved as a female in layered skirt, and jewelled blouse with
headress, on shaped marble base
28.5cm high, engraved to base 'Chiparus'

£15,000 - 20,000

€21,000 - 28,000



55 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Vested Dancer' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925 cast and carved as a dancer from the Ballet Russes, in elaborate jewelled costume of green and silver-patination, she poses dramatically on one leg off a stepped and variegated marble base

54cm high, engraved to base 'D. Chiparus'

£18,000 - 22,000

€25,000 - 31,000



56 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Shimmer' An Art Deco Bronze and Ivory
Figure of a Female Dancer, circa 1925
wearing a long beaded flapper dress with
iridescent tones and matching skull cap, with
jewelled arms outstretched and leg slightly
raised, raised on a stepped deep red marble
base

39cm high, incised signature to marble base

£15,000 - 20,000

€21,000 - 28,000



57

57

DEMETRE CHIPARUS (1886-1947)

'Cleopatra' a Silvered Bronze Sculpture, circa 1925
a reclining Cleopatra is raised on a marble plinth with title plaque
42cm long, sign in cast 'D.H. Chiparus'

£12,500 - 16,500

€17,000 - 23,000

58

DEMETRE CHIPARUS (1886-1947)

A Marble and Bronze Figure, circa 1920
the woman dressed in white robes, with hooped earrings and bare feet, she carries a vessel in her left hand, on a circular base
74cm high, signed 'D.H. Chiparus' to base

£3,000 - 5,000

€4,200 - 7,000



58

59

DEMETRE CHIPARUS (1886-1947)

'Antinea' a Patinated and Cold-Painted Bronze Figure of a Dancer, circa 1930

a female dancer in exotic Egyptian style costume, poised on tiptoes, holding a highly patterned cloak above her head with both hands, on a variegated marble and onyx plinth base in a sunburst design
68cm high, incised signature to base

£14,000 - 18,000

€20,000 - 25,000

Literature:

Brian Catley, 'Art Deco and Other Figures', Antique Collectors Club, 2003, p.101





60 (detail)

60 *Y Φ

DEMETRE CHIPARUS (1886-1947)

'Semiramis' an Impressive Art Deco Cold-Painted Bronze and Carved Ivory Statue, circa 1928

representing an actress dressed as the Queen of Babylon, in elaborate jewelled costume inspired by Sergei Diaghilev and Leon Bakst her arms raised to display a magnificent pleated cape with geometric embellishment, raised off a veriegated and stepped marble base

67.5cm high, engraved 'Chiparus' to base with 'L.N Paris J.L.' Foundry stamp

£60,000 - 80,000

€84,000 - 110,000



60 (detail)



60 (detail)





61 (detail)



61 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Kneeling Fan Dancer' a Gilt Bronze and Carved Ivory Figure of a Dancer, circa 1925
wearing a decorative beaded full catsuit outfit and matching skull cap, kneeling down on one knee, holding a fan in each hand, raised on an Art Deco variegated brown onyx and red stone base
43cm long, 38.5cm high, incised signature to base

£20,000 - 30,000

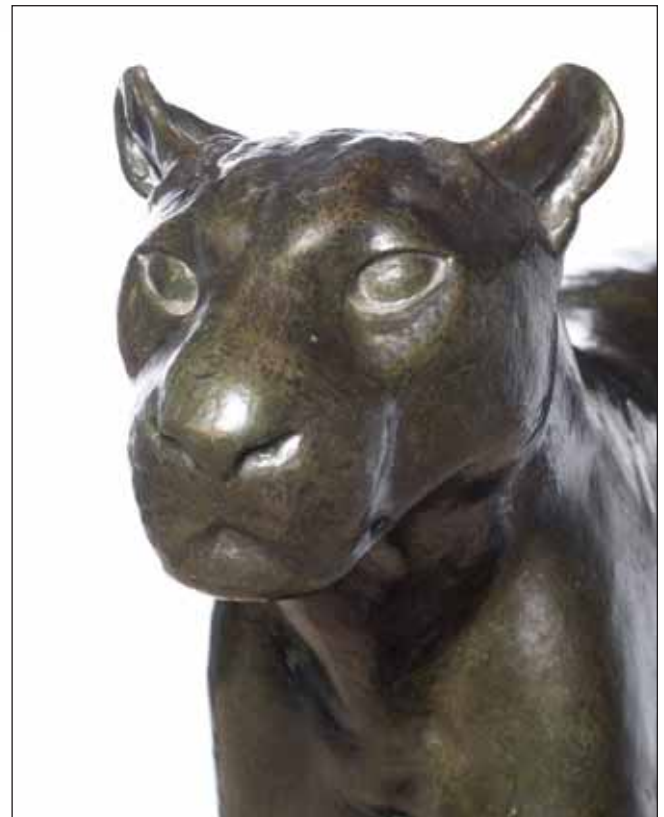
€28,000 - 42,000

Provenance:

Held in the same private family collection since the late 1920s - early 1930s.

Literature:

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St. Martin's Press, 1992, p.30.



62

CHARLES DELHOMMEAU (FRENCH, BORN 1883)

An Art Deco Model of a Panther, circa 1925

depicting a stylised panther in a dark green patina

78.5cm, signed in the cast 'C.Delhommeau' with 'F.Barbedienne, Paris' foundry mark

£15,000 - 20,000

€21,000 - 28,000

Provenance:

Held in a private collection since its purchase from the Victor Francis Gallery, London.

62 (detail)



63

63

MAX LE VERRIER

'Lumina' a Pair of Art Deco Figural Lamps, circa 1925
cast in patinated Le Verrier art metal, with frosted glass globe off a
stepped marble base
33cm high, signed in cast 'Le Verrier' and foundry mark 'Le Verrier
Paris' (2)

£4,800 - 5,200

€6,700 - 7,200

64

MAURICE PICAUD (PICO)

A Gesso Art Deco Gilt Wall Plaque, circa 1928
depicting a dancer amongst stylised geometric motifs, mounted in a
oak frame
67cm by 66.7cm

£2,000 - 2,500

€2,800 - 3,500



64

Pico was a French architect, interior designer and one time designer for Ruhlmann furniture who created the dancing lady facade over the entrance to the Folies Bergere building in Paris in 1926. The facade depicts the dancer Lila Nikolska, who posed for the sculpture. Pico's name appears on the Folies Bergere official website, and a comprehensive account of this decoration can be found in the book by Gilles Neret entitled 'The Arts of the Twenties' (plate 13).



65

65

MAX LE VERRIER

'Bellaure' a Rare Art Deco Patinated Art Metal Sculpture, circa 1925
modelled as an athletic male walking alongside a stylised lion
55cm high, signed in cast 'Le Verrier'

£4,400 - 4,800

€6,100 - 6,700

66

MAX LE VERRIER

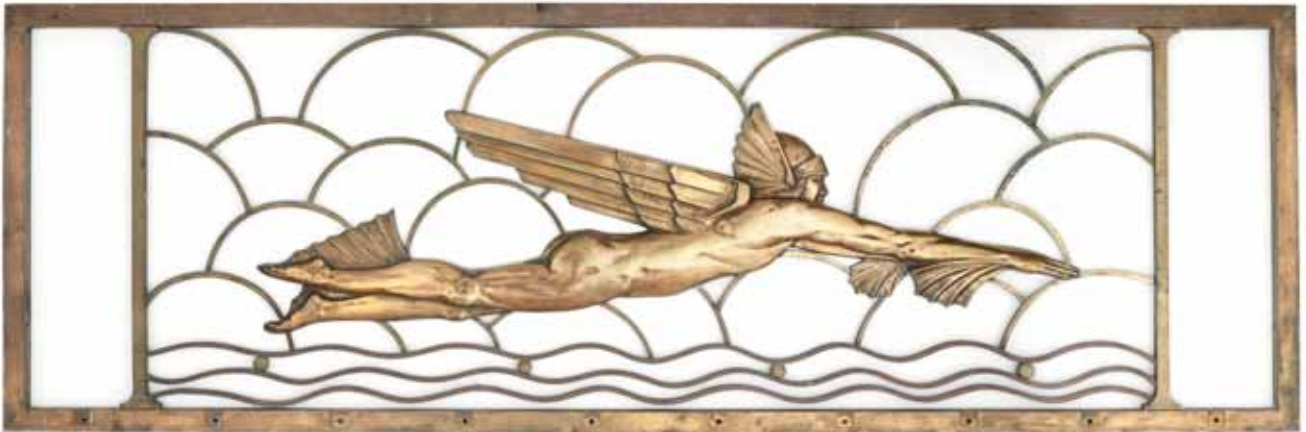
'Melixo' an Art Deco Patinated Art Metal Sculpture, circa 1925
cast as a nude girl playing the pipes, raised on a marble base
56cm high, signed in cast 'M.Le Verrier' with foundry mark 'M.Le
Verrier Paris'

£2,200 - 2,600

€3,100 - 3,600



66



67

67

CONTINENTAL

An Art Deco Bronze Panel, circa 1925
depicting the Roman god Mercury with winged sandals, he is depicted
in flight against an openwork background
156cm by 51cm

£7,800 - 8,200
€11,000

Removed in the 1960's from an Art Deco building in London where it
was in situ over the lift doors.

68

GENET ET MICHON, ATTRIBUTED

A Stylish Pair of Art Deco Silvered Bronze Wall Lights, circa 1925
frosted glass shades with a floral design relief, the stepped wall plate
cast with a pair of birds amidst stylised geometric motifs
31cm high and 33cm wide

£3,400 - 3,800
€4,700 - 5,300



68



69

69

MAURICE PROST (1894-1967)

An Art Deco Bronze Sculpture of a Panther, circa 1925
a striding stylised panther, in a rich dark patina, mounted on a sloping
black marble base
64cm long, engraved 'M.PROST' and 'Susse Fres Edit Paris' to base

£3,500 - 4,000

€4,900 - 5,600

70

GEORGES LAVROFF (1895-1991)

An Art Deco Bronze Study of a Panther, circa 1925
depicting an stylised panther resting on a black marble base
62cm long, unsigned

£3,000 - 4,000

€4,200 - 5,600



70



71

JEAN E. PUIFORCAT (FRENCH, 1887-1945)

"Etchea" a Silver-Plated and (Indian) Rosewood Tea and Coffee Service Set, design 1928

comprising: a teapot, coffee pot, sugar canister and creamer with the matching tray. This set dates from a brief period of re-issue in the mid-1980's.

tea pot - 14cm high, coffee pot - 11cm high, sugar canister - 8cm high, creamer - 8.7cm high; all pieces impressed with the manufacturer's mark 'Puiforcat France' and the EP lozenge (6)

£6,000 - 8,000

€8,400 - 11,000

Literature:

Francoise de Bonneville, 'Jean Puiforcat', Editions du Regard, 1986, p.135



72 W Y Φ

JULES LELEU (1883-1961)

A Sideboard, circa 1927

rosewood, with marine ivory handles and keyhole escutcheons surrounds, raised up on six legs, scalloped edge detail to lower edge and to four of the feet, inset with a 'breche d'alep' marble top
197.5cm by 101cm by 50cm

£8,000 - 12,000

€11,000 - 17,000

Literature:

An example of this sideboard, with the cupboard and small drawers design in reverse, is featured in 'The Studio Yearbook of Decorative Arts 1927', edited by C. Geoffrey Holme and Shirley B. Wainwright, The Studio Ltd, London, 1927, on p.120. See inset.



72 (detail)



73

73

LE FAGUAYS (FAYRAL)

'Lysis' an Art Deco Patinated Art Metal Sculpture, circa 1928
cast as a semi-nude maiden holding the hem of her costume
40cm high, signed in cast 'Fayral' with Le Verrier foundry mark

£1,800 - 2,200

€2,500 - 3,100



74

74 W

WALTER PROSPER

A Pair of American Art Deco Style Copper Standard Lamps, 1982
the tall copper stems with flared uplighter shades, raised on circular
marble bases
202cm high, incised to marble 'Walter Prosper '82' (2)

£2,600 - 2,800

€3,600 - 3,900



75

75

PIERRE LE FAGUAYS (GUERBE)

'Espana aux Boules' an Art Deco Patinated Art Metal Figural Sculpture cast as a woman holding up an onyx ball in each hand, she is bare breasted wearing a long Egyptian geometric pattern skirt with gilt highlights, mounted on stepped marble base 46cm high, signed in cast 'GUERBE' with Le Verrier foundry stamp

£1,800 - 2,200
€2,500 - 3,100

Guerbe and Fayral were two pseudonyms used by Pierre Le Faguays. Fayral and Guerbe were both the family names of his mother and his wife. The Le Verrier foundry made most of (if not all) his pieces.



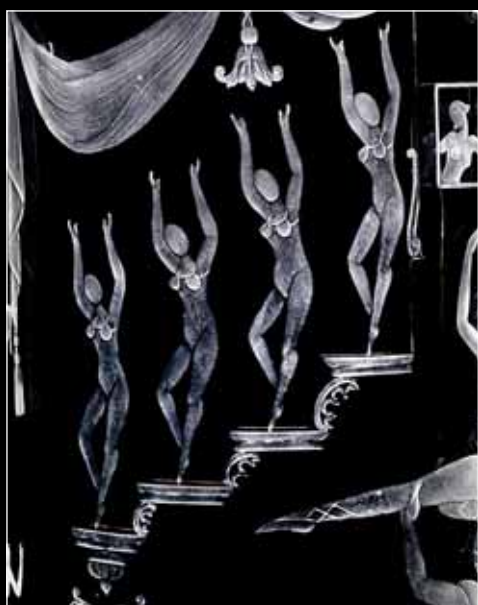
76

76

PIERRE LE FAGUAYS

An Art Deco Figure Lamp, circa 1925 depicting a lady holding up an onyx dish, raised on an onyx base 68.5cm high, engraved to base 'Le Faguays'

£8,500 - 9,500
€12,000 - 13,000



77 (detail)

77

A.H ANDREWS FOR WEBB CORBETT

'The Russian Ballet' a Unique Engraved Lead Cristal Vase, 1935 produced for the 'British Art in Industry' Exhibition 1935 at the Royal Academy, featuring performers on stage in a variety of ballet poses, embellished with theatrical flora and drapery
28.3cm high, unmarked

£2,500 - 3,500

€3,500 - 4,900

This vase is illustrated in '100 Years of Webb Corbett 1897-1997' published by Broadfield House Glass Museum in 1997.



78

78

GIO PONTI (ITALIAN, 1891-1979) FOR RICHARD GINORI

'Il Putti Con La Serpe' a Vase, design 1927

of ovoid form with small circular twin-handles, the earthenware body with hand-painted glazed faience decoration

23.5cm high, signed in underglaze 'Ginori, M.969-325.E, Gio Ponti'

£2,500 - 3,000

€3,500 - 4,200

Literature:

Manna, 'Gio Ponti: Le Maioliche', 1993, p.134-135

79

CYRIL SPACKMAN (AMERICAN, 1887-1963)

A Modernist Sculpture, circa 1930

carved in Belgian Fossil, a highly stylised figure of a nude woman wearing a long cloak, raised on a square granite plinth

70cm high (exc. plinth), incised artist's monogram

£3,500 - 5,000

€4,900 - 7,000

Provenance:

The Victor Arwas Collection

Born in Cleveland USA, Spackman worked as a painter, etcher and sculptor, specialising in Architectural subjects. After working as a draughtsman from 1905-1916 he came to London and studied Architecture at Kings College and Central Foundation School.

Widely exhibited, namely at the Royal Academy, London, and at the International Society of Sculptors, Painters and Gravers, in the US.



79



79 (detail)



80 W

ALVAR AALTO (1898-1976) FOR FINMAR LTD.

An Escriptoire, circa 1930

birch, in two parts, four drawers to base unit and hinged desk front to top unit

114cm by 90cm by 53cm, maker's plaque for 'Finmar Ltd., Made in Finland' and printed 'AALTO DESIGN' mark to the back, retailer's plaque 'Bowman Bros Ltd.' to inside of top left drawer

£6,000 - 8,000

€8,400 - 11,000



81 W

MARCEL BREUER (1902–1981) FOR ISOKON FURNITURE CO., LONDON

'Long Chair' a Rare Modernist Full-length Lounger, circa 1936
moulded birch plywood with zebrawood veneer, four strips of bentwood incorporate to provide support and armrests, with original red woven cushioned cover

150cm by 70cm by 60cm

£9,000 - 12,000

€13,000 - 17,000

Provenance:

Purchased by Sir Leslie Martin (1908-2000) in the mid 1930s. Sir Martin was an educator, researcher and architect, and Royal Gold Medalist (1973), most renowned for being the architect responsible for the Royal Festival Hall.

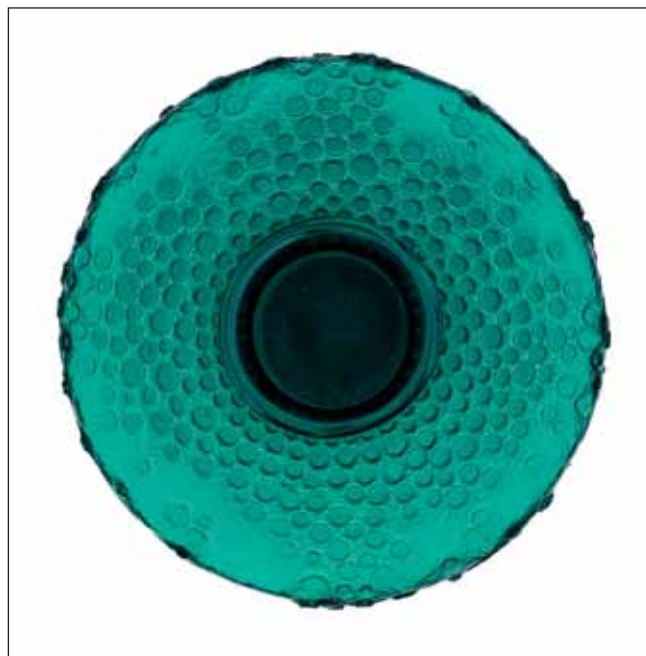
The V&A hold the 'Short Chair' version of this chair in their collection.

The Isokon 'Short Chair' and 'Long Chair' were a transformation into plywood of an earlier aluminium chair designed by Marcel Breuer in 1932. It was Walter Gropius, when appointed at the Isokon Furniture Company, who in 1936 suggested that Breuer design a plywood version, it was produced by the company for less than 3 years.

Literature:

Charlotte & Peter Fiell, '1000 chairs', Taschen, 1997, p.168





82 (details)

82

DAUM

A Vase, circa 1930

in aqua green glass, of wide squat form with short circular foot and neck rim, mould blown with acid engraved decoration of raised polished roundals on a textured matt surface

14cm high, 30cm wide, incised signature 'Daum Nancy France' with Croix de Lorraine

£4,000 - 5,000

€5,600 - 7,000

83

HENRI-EDOUARD NAVARRE (FRENCH, 1885-1971)

A Glass Vase, 1930

the ovoid shaped vessel in heavy thick-walled glass, internal black swirls of colour

17cm high, engraved to base 'H.Navarre, 327'

£5,000 - 7,000

€7,000 - 9,800

Provenance:

The Victor Arwas Collection

Henri-Edouard Navarre was born in Paris in 1885. Though trained as an architect by his father, he went on to study sculpture at the Bernard Palissy School in Paris and the Ecole des Beaux-Arts, before studying the technical side of leaded-glass and mosaic manufacture at the Arts and Crafts Conservatory.

As a sculptor he executed many important private as well as public commissions, including for the Gate of Honour at the 1925 Paris International Exhibition of Decorative and Industrial Arts.

Navarre exhibited his first vases at Edgar Brant's shop, but soon signed a contract to exhibit at the Maison Geo Rouard. Working with heavy thick-walled glass he favoured plain simple shapes with internal decoration, which he achieved by the use of metal oxides patterned on the marver onto which the parison was rolled, before it was encased in an outer layer.

Among the many honours he received, Henri Navarre was made a Knight of the French Legion of Honour.

84

ALESSANDRO PIANON (ITALIAN, 1910-1988) FOR VISTOSI

A 'Pulcino' Glass Bird Sculpture, circa 1960

of blown green glass form, with internal applied murrines in blue and red, with millefiori glass eyes, raised up copper wire feet

31.5cm high

£2,000 - 2,500

€2,800 - 3,500



83



84



85

85

FULVIO BIANCONI (ITALIAN, 1915-1996) FOR VENINI

'Pezzato' a Glass Vase, circa 1950

of swollen waisted form, decorated with a chequered design of embedded squares in yellow, green and deep plum purple glass, on a clear glass body

26.5cm high, partial acid etched signature to base

£3,000 - 4,000

€4,200 - 5,600



86

86

FULVIO BIANCONI (ITALIAN, 1915-1996) FOR VENINI

'A Spicchi' a Glass Vase, circa 1950

of swollen baluster form, the clear glass body with embedded red, deep violet, blue and green horizontal bands of glass

29.6cm high, with faint three line acid stamp 'Venini Murano Italia'

£3,000 - 4,000

€4,200 - 5,600



87

CARLO SCARPA (1906-1978) FOR VENINI

A 'Battuto' Vase, circa 1940

aqua glass, of waisted form, with bulbous body and high-sided

elongated neck, with hand-engraved textured surface
23cm high, acid etched 'Venini Murano ITALIA' to base

£10,000 - 15,000

€14,000 - 21,000



87 (detail)



88

88

RENÉ LALIQUE (FRENCH, 1860-1945)

'Saint-Hubert' a Jardiniere, design 1927

frosted and polished glass, highlighted with blue staining

48cm long, acid stamped 'R.Lalique France'

£3,000 - 3,500

€4,200 - 4,900

Marcilhac no.3461

89

RENÉ LALIQUE (FRENCH, 1860-1945)

'Moineaux' a Clock, design 1924

frosted and polished glass with sepia staining, raised on a wooden base

15.5cm high, moulded 'R.Lalique'

£2,000 - 2,500

€2,800 - 3,500

89



90



90

RENÉ LALIQUE (FRENCH, 1860-1945)

'Suzanne' a Statuette, design 1925

frosted and polished glass

23cm high, acid stamped 'R.Lalique'

£6,000 - 8,000

€8,400 - 11,000

Marcilhac no.833

91 *

LALIQUE

'Bacchantes' a Vase, circa 1950

frosted and polished glass, heightened with sepia staining

26.5cm high, acid stamped 'R.Lalique France'

£6,000 - 7,000

€8,400 - 9,800

Marcilhac no.997

91





92

92 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Perruches' a Vase, design 1919

frosted and polished electric blue glass

25cm high, moulded 'R.Lalique'

£18,000 - 20,000

€25,000 - 28,000

Marilhac no.876

93

RENÉ LALIQUE (FRENCH, 1860-1945)

'Ceylan' a Vase, design 1924

opalescent glass, frosted and polished

24cm high, engraved 'R.Lalique'

£2,000 - 3,000

€2,800 - 4,200

Marilhac no.905



93



94

94

RENÉ LALIQUE (FRENCH, 1860-1945)

'Sauterelles' a Vase, design 1913

frosted and polished electric blue glass

28cm high, engraved 'R.Lalique'

£20,000 - 30,000

€28,000 - 42,000

Marcilhac no.888

95

RENÉ LALIQUE (FRENCH, 1860-1945)

'Sauterelles' a Vase, design 1913

frosted and polished glass, highlighted with green and blue staining

28cm high, engraved 'R.Lalique'

£3,000 - 4,000

€4,200 - 5,600

Marcilhac no.888



95



96



97



96 (detail)

96

RENÉ LALIQUE (FRENCH, 1860-1945)

'Florence' a Vase, design 1937

frosted and polished glass, highlighted with blue staining

19cm high, acid stamped 'R.Lalique France'

£2,800 - 3,200

€3,900 - 4,500

Marcihac no. 10-907

97 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Danaïdes' a Vase, design 1926

frosted and polished topaz glass

18.5cm high, moulded 'R.LALIQUE FRANCE'

£5,000 - 6,000

€7,000 - 8,400

Marcihac no.346

98 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Archers' a Vase, design 1921

frosted and polished honey cased glass over an opalescent body

26.5cm high, engraved 'R.LALIQUE FRANCE'

£15,000 - 18,000

€21,000 - 25,000

Marcilhac no.893

99

RENÉ LALIQUE (FRENCH, 1860-1945)

'Ronces' a Vase, design 1921

frosted and polished red glass

24cm high, moulded 'R.Lalique' (rubbed), engraved 'Lalique'

£6,000 - 8,000

€8,400 - 11,000

100

RENÉ LALIQUE (FRENCH, 1860-1945)

'Moissac' a Vase, design 1927

frosted and polished amber glass

12.7cm high, acid stamped 'R.Lalique'

£3,000 - 4,000

€4,200 - 5,600

Marcilhac no.992



98



99



100



101



103



102

101 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Danaïdes' a Vase, design 1926

opalescent glass, highlighted with blue staining
18.5cm high, engraved 'R.Lalique France'

£5,000 - 6,000

€7,000 - 8,400

Marcilhac no.972

102 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Danaïdes' a Vase, design 1926

frosted and polished glass with blue staining
18.5cm high, moulded 'R.LALIQUE FRANCE'

£3,000 - 4,000

€4,200 - 5,600

Marcilhac no.972

103

RENÉ LALIQUE (FRENCH, 1860-1945)

'Aras' a Vase, design 1924

opalescent glass, frosted and polished with blue staining
24cm high, moulded 'R.Lalique'

£3,800 - 4,200

€5,300 - 5,900

Marcilhac no.919



104

104 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Archers' a Vase, design 1921

frosted and polished glass

26.5cm high, engraved 'R.LALIQUE FRANCE'

£7,000 - 9,000

€9,800 - 13,000

Marcilhac no.893



105

105 *

RENÉ LALIQUE (FRENCH, 1860-1945)

'Frise Aigles' a Vase, design, 1911-1938

frosted glass with grey staining

30cm high, engraved 'R.Lalique'

£10,000 - 12,000

€14,000 - 17,000

Marcilhac no.10-925



106



106 (detail)



107

106 AR

HANS COPER (GERMAN, 1920-1981)

A Large Bowl, circa 1948

stoneware, of shallow form, an all-over manganese glaze, the internal well with lava-like cracking in the glaze revealing lime green glaze tones beneath

38cm diam, early painted artist's monogram

£2,500 - 3,500

€3,500 - 4,900

Provenance:

The Eileen Young Collection.

The bowl was purchased directly from Hans Coper, the mark is an early version that he used while sharing Lucie Rie's studio in Albion Mews between 1946 and 1958. Eileen Young frequently visited Lucie at that time and it was on one of those visits that she spotted the bowl and insisted on buying it. It was not originally for sale, Coper had merely been using it in the studio to mix materials.

107 AR

HANS COPER (GERMAN, 1920-1981)

A Footed Cup with Disc Lip, circa 1965

stoneware, the body of globular form with an applied disc-shaped lip, raised up on a slender tapering foot, layered with white porcelain engobe slips over a textured 'herringbone' patterning to the body, with incised linear designs to the foot, the interior and disc with manganese glaze

11cm high, impressed 'HC' monogram

£7,000 - 9,000

€9,800 - 13,000

Please see Tony Birks' "Hans Coper" (Marston House, 2005 edition) on page 132 for a similar example of this piece.



108



108 (detail)

108 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Footed Cup, circa 1985

stoneware, of circular form with high sides raised on a short slender foot, an all-over textured volcanic glaze in brown and grey tones, with internal spirals of plum purple and turquoise, with further splashes of turquoise glaze to the foot and external body, with a band of bronze glaze to the lip rim

8.5cm high, impressed 'LR' seal

£2,500 - 3,500

€3,500 - 4,900



109



109 (detail)

109 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Footed Bowl, circa 1980

stoneware, of circular flared form raised on a short slender foot, manganese and bronze band to the rim dripping into a volcanic multi-tonal green glaze body cratered with silicon carbide, colour ranging from pastel mint green to rich olive green

12.4cm high, 24.3cm diam, impressed 'LR' seal

£5,000 - 7,000

€7,000 - 9,800

Literature:

Houston/Cripps, 'Lucie Rie', The Crafts Council, 1981, p.59, for a similar example.



110



111

110 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Vase with Flaring Lip, circa 1980

porcelain, of swollen body form, on a slender foot, and slender neck leading into a wide flaring lip, in an all-over white glaze with a wide band of running manganese and bronze glaze to the lip
24cm high, impressed 'LR' seal

£10,000 - 15,000

€14,000 - 21,000

Provenance;

Purchased by the vendor Liberty & Co 1983.

111 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Footed Bowl, circa 1965

porcelain, of slight squeezed oval form raised on a short slender foot, a subtle crystalline off-white glaze with pale mint tone, a band of running manganese glaze to the lip
8cm high, 14.5cm wide, impressed 'LR' seal

£3,500 - 5,000

€4,900 - 7,000



112 (side view)

112 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

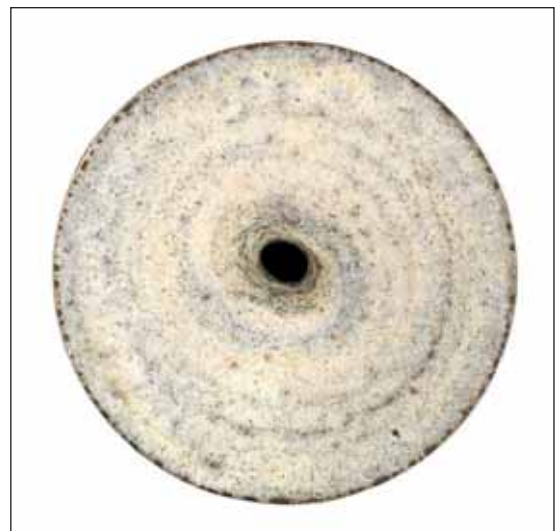
A Vase, circa 1978

stoneware, of footed oval form with squeezed elongated neck and large flaring lip, mixed clays producing an integral blue and grey spiral in the pitted and crystalline white glaze

29.5cm high, impressed 'LR' seal

£8,000 - 12,000

€11,000 - 17,000



112 (detail)



113 (detail)

113 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Bowl, 1956

heavy porcelain, pale green, soft yellow, brown, manganese and bronze tones to glaze, with manganese used for sgraffito and inlaid lines

26.3cm diam, impressed LR seal

£9,000 - 12,000

€13,000 - 17,000

Provenance:

The Eileen Young Collection

Literature:

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

Exhibited:

The V&A, 1982, no.5

The Arts Council, 1967, no.145



114

114 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Vase, circa 1955

stoneware, with diagonal fluted pattern to body, in pale green and brown glaze

20cm high, impressed LR seal

£4,000 - 5,000

€5,600 - 7,000

Provenance:

The Eileen Young Collection

Literature:

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

115 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Vase, 1966

stoneware, of cylindrical form, with a textured feldspathic glaze in pale blue, green and brown tones, on a dark body

18.5cm high, impressed LR seal

£2,500 - 3,500

€3,500 - 4,900

Provenance:

The Eileen Young Collection

Exhibited:

The Arts Council, 1967, no.56



115



116



116 (detail)



117

116 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Bowl, circa 1985

porcelain, of footed conicle form, a terracotta glaze colour to the foot and central well, the well surrounded by a ring of bright turquoise, against a prominent bronze glaze

17cm diam, impressed 'LR' seal

£8,000 - 12,000

€11,000 - 17,000

Literature:

Very similar to an example made for Sir Robert Sainsbury in 1983, pictured in Tony Birks', 'Lucie Rie', Marston House, 1999, on page 200.

117 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Vase with Flaring Lip, circa 1970

stoneware, a cylindrical body with long slender neck leading into a wide flaring lip, an allover speckled multi-tonal dolomite glaze

33cm high, impressed 'LR' seal

£6,000 - 7,000

€8,400 - 9,800



118 (detail)



118

118 AR

DAME LUCIE RIE (AUSTRIAN, 1902-1995)

A Footed Bowl, late 1982/early 1983

stoneware, very thick white glaze cratered with silicon carbide, with overall grey and brown, and green, pink, plum and violet tones where the glaze meets the running manganese bronze band to the lip
20.3cm diam, 15cm high, impressed LR seal

£7,000 - 9,000

€9,800 - 13,000

Literature:

For similar examples of this bowl see Tony Birks', 'Lucie Rie', Marston House, 2004, p.220

119 AR

CLAUDI CASANOVAS (SPANISH BORN 1956)

A Large 'Volcanic' Stoneware Sculptural Vessel, circa 2000
the openwork shape, fashioned with different 'shards' of clay, heightened with random glaze tones
58cm long

£3,000 - 5,000

€4,200 - 7,000

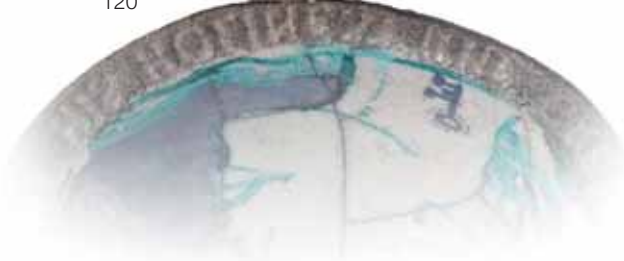
The technique used by Casanovas involves porcelain powder being mixed with feldspar or volcanic grit - the mix is pressed into wooden crates and frozen to -30 °c. The frozen clay is broken into a predetermined shape - finding the most interesting cracks and forms. During thawing the clay is supported in a plaster cast, when dry it is fired to 1300 °c. Once fired, the solid pieces weigh up to 100 kg and measure up to 67 cm high. Most are sculpted with a hammer or chisel - as if they were stone.



119



120



120 AR

GRAYSON PERRY (BRITISH, 1960-)

'SEMEN FROM HIS HOLINESS THE GREAT WANKER', circa 1985
a small earthenware bowl, the well in craquelure glaze and painted
with the profile of a man, buff volcanic crystalline surface to the
underside, impressed title to rim

13.8cm diam, impressed artist's seals

£3,000 - 4,000

€4,200 - 5,600

Provenance:

Purchased from The James Birch Gallery, New Kings Road, London,
in the mid 1980s.



121



121 AR

GRAYSON PERRY (BRITISH, 1960-)

A Vase, circa 1985
earthenware, a crystalline craquelure cream glaze to the neck, with
incised feathers, and swastika and eagle militaria badges in relief,
against a blood red glaze to the body, buff volcanic metallic surface to
the foot and underside

17.5cm, no discernable artist's marks (restoration to neck)

£3,000 - 4,000

€4,200 - 5,600

Provenance:

Purchased from The James Birch Gallery, New Kings Road, London,
in the mid 1980s.

END OF SALE

**20TH CENTURY
DECORATIVE ARTS**

Thursday June 11, 1pm
New York

EMILE-JACQUES RUHLMANN

A pair of macassar ebony and
silvered-bronze Cannelé armchairs
Created for the Viville-Yardley Showroom
Paris, circa 1925
\$50,000 - 80,000

PREVIEW

June 6-11

INQUIRIES

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FINE EUROPEAN CERAMICS

Wednesday 17 June 2015
New Bond Street, London

A HIGHLY IMPORTANT JAPANESE LACQUER TEA CHEST

Made for the Austrian Imperial Court
fitted with Du Paquier porcelain bottles and
agate bowl, all mounted in filigree gold
Vienna, circa 1725-30

£120,000 - 180,000

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**19TH CENTURY EUROPEAN,
VICTORIAN AND BRITISH
IMPRESSIONIST ART**

Tuesday 23 June 2015 at 2pm
New Bond Street, London

**JOHN ATKINSON GRIMSHAW
(BRITISH, 1836-1893)**

Swanston Street, Melbourne

oil and mixed media on canvas

46 x 68.5cm (18 1/8 x 26 15/16in).

£70,000 - 100,000

VIEWING

19 - 23 June 2015

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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 <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

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, and that the funds have originated from your own account, 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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

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.
- Ⓞ 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 c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
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				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		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.
		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		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	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.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.4	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;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.5	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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	The discretion referred to in paragraph 8.1:
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;	8.2.1	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
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
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	FORGERIES
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <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.

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
		12.1 You may not assign either the benefit or burden of this agreement.		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.
		12.2 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.		DATA PROTECTION – USE OF YOUR INFORMATION
		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.		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 <i>Website</i> 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.
		12.4 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.		APPENDIX 3
		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.		DEFINITIONS AND GLOSSARY
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
				LIST OF DEFINITIONS
				"Additional Premium" a premium, calculated in accordance with the <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> .

"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."

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