



THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part II

Tuesday 10 November 2015

Bonhams

LONDON

THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part II

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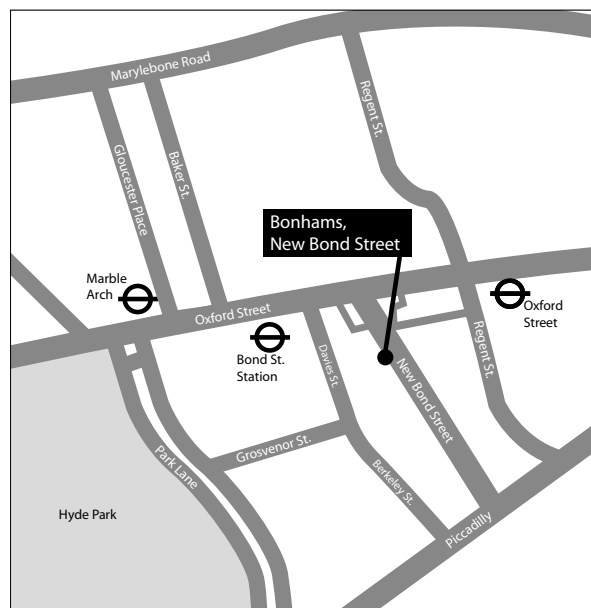
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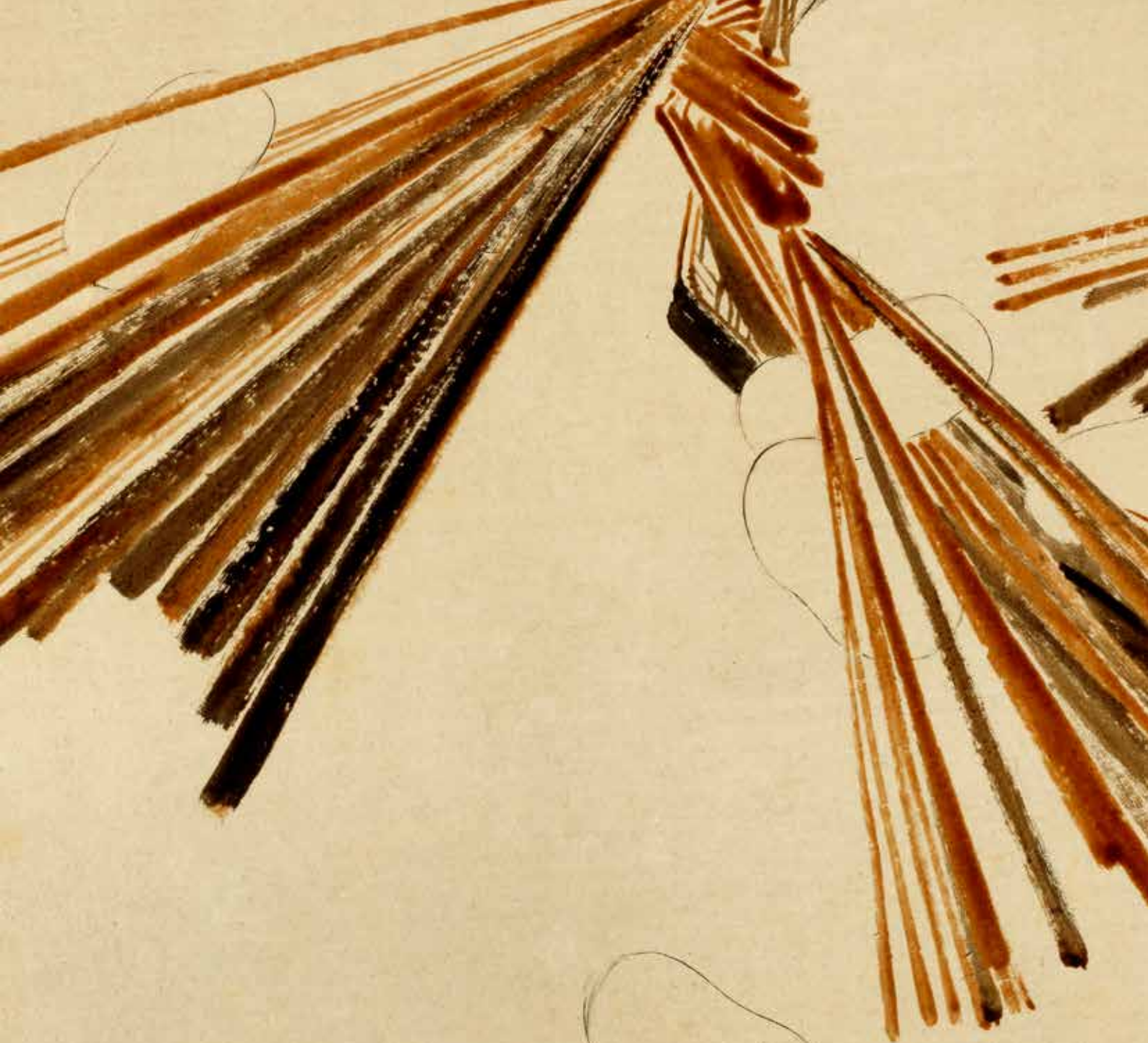
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FOREWORD FROM THE COLLECTOR

In my Foreword to last year's catalogue of Part 1 of the Misumi Collection, I had something to say about my private theories on the subject of *subori*, a carving technique used by Shibata Zeshin. Since then my discussions with other diligent students of Zeshin, as well as respected scholars and lacquer artists, have led me to the conclusion that Zeshin's use of carving as an expressive medium took two distinct forms: one of them carving in three dimensions, or *chōkoku*, and the other flat carving, or *subori*.

Subori is a method of using a knife to cut into the surface membrane of hardened lacquer. There are examples of its use before Zeshin's time and even in his lifetime it was not known as *subori*; the term, which literally means 'plain carving', emerged later in order to make a distinction between this technique and *chinkinbori*, in which a design is cut into the lacquered surface, wet lacquer is applied to the incised lines, and then gold leaf is pressed into them. In *subori*, by contrast, the marks of the knife are left just as they are.

Zeshin's *chōkoku*, or 'sculpture', includes integral three-dimensional relief carving or separately carved pieces applied to a surface; the term might typically refer to a wood netsuke to which lacquer is applied after it has been carved. Examples of this kind of work in Zeshin's oeuvre include a wooden *suzuri* (ink stone) carved in the form of a branch of plum, inside a *Writing Box with Autumn Grasses* from my own collection (Nezu 2012, cat. no. 10) and the detail of the brushwood fire in the *Door with Autumn Maple-Viewing Scene* (lot no. 7 in the present catalogue), as well as the *inrō* imitating old ink cakes that are among Zeshin's most famous works (see, for example, Nezu 2012, cat. nos. 95, 96).

Subori or carving into the surface, on the other hand, falls into a number of different categories such as *katakiri-bori* as used for writing signatures in lacquer; this was formerly described by terms such as *harigaki* ('needle drawing'), *harimei* ('needle signature'), or *chōmei* ('carved signature'). Another type of *katakiri-bori* was normally applied to *shibuichi* (an alloy primarily of copper and silver); here the term refers to the use of an angled chisel to achieve a 'thick and thin' effect imitating brushwork. *Subori* can also take the form of *kebori*, exceptionally fine carving used to create a wood-grain effect in a lacquered surface imitating rosewood, or to represent cracks in a lacquer surface imitating old ink, or to depict plants, leaves, or insects. Examples of *subori* include the decaying crows' feathers on a *Tiered Box with Harvest Motifs* in the Nasser D. Khalili Collection (Earle 1996, cat. no. 23), the waves inside the lid of the *Box with Autumn Grasses and Insects* from my own collection (Nezu 2012, cat. no. 17), and the flowers and grasses on the *Small Box with Autumn Grasses* (lot no. 1 in the present catalogue). Important examples of *kebori* in the present catalogue are the *Inrō with a Mouse* (lot no. 5) and the *Inrō with Tanuki* (lot no. 13) by Iizuka Tōyō (Kanshōsai); it is known that the Kanshōsai line of lacquerers used a range of carving techniques for several generations.

It is evident from Zeshin's surviving works just how interested he was in *chōkoku* and how much he enjoyed carving. *Subori*, one of his distinctive techniques, is very rarely seen in other lacquer ware, not least perhaps because the right kind of chisel would not be found among a traditional *maki-e* artist's tools. It seems clear that two of the underlying causes behind Zeshin's eventual adoption of *subori* as a means of artistic expression were both the early influence of his father, a professional woodcarver for temples and shrines, and his own close relations with specialist craftsmen who used carving to decorate metal sword-fittings. However, we still have to ask ourselves what deeper impulses might have persuaded him to turn to carving. At the very last stage of the lengthy, inescapable process of applying and polishing multiple layers of lacquer, he undertook the supremely difficult task—allowing absolutely no margin for error—of applying a blade to the hardened membrane. Perhaps he needed to turn to this impromptu, powerful mode of expression as a kind of ceremonial way of breathing life into his artistic creations.

Like Zeshin, I too adore *subori* and have become a total slave to his use of the technique. When he carved his signature in *katakiri-bori* he could make it look exactly as though it had been drawn with a brush, with the same variation of thick and thin lines, even though carving requires the order of the individual strokes to be completely different from that used when working in ink on paper. He had an uncanny ability to create *katakiri-bori* signatures that have the same sense of speed and grace as those executed using a brush. I am sure you will share my sense of wonder at his work, so delicate that the traces of the chisel can only be seen under strong magnification. I get the feeling that Zeshin must have carved that way so that only owners of his works would have the opportunity to discover and treasure them to the full.

It is fun to use a microscope to determine the age of an old piece of *maki-e* by studying the shapes of the tiny individual pieces of precious metal, but a collector like me gets just as much excitement from 'treasure hunting' for one of Zeshin's tiny scratched signatures. Do you know where he signed the *Inrō with Antique Mirrors* (lot no. 6)? Have a look in the Bonhams' auction viewing room and see if you can find it. Zeshin will probably enjoying watching you as you search!

Misumi Hisashi

Note: Nearly everything I have written about *subori* in this Foreword comes from the diligent research of my respected old friend Takao Yō. It is thanks to his scholarship that we now have such a detailed understanding of Zeshin's lacquer techniques. For further information see Takao 2011b, listed in the Bibliography at the end of this catalogue.

FOREWORD FROM THE COLLECTOR

昨年のおMISUMI COLLECTION Part1での巻頭文で、是真作品の彫刻表現「素彫」と云う私論を述べさせて頂いた。その後、共に研究研鑽している友人や尊敬する研究者、漆芸家達の討論等を経て、是真の代表的な技法の一つである『彫刻刀による彫る表現』に2通りの『彫る表現』があることを教示された。【立体的な彫/彫刻表現】と、【平面的な彫/素彫】である。

この平面的な彫を称して《素彫 / SUBORI》と云う。

素彫とは、塗付され硬化した漆塗膜の表面を彫刻刀を使用してなされる彫のことを云う。この表現は（是真以前にも確認されているが）是真の時代に技法として素彫と云われてはおらず、漆芸技法としての沈金彫に対する用語として、彫ったままの状態を表す言葉として用いられる。

是真作品の【立体的な彫/彫刻表現】とは、立体的な肉彫や容彫の彫刻による表現で、一般的には木彫漆塗りの根付等をさし、代表作例としては「秋草蒔絵硯箱/梅容彫硯」、[紅葉狩り蒔絵板戸/焚火の炉内] Lot 7であり、最も著名な是真作印籠である「古墨蒔絵印籠」があげられる。

一方、【平面的な彫/素彫】による表現とは、かつて「針描き」「針銘」「彫銘」等と称された片切彫による作銘表現や、金工の四分一片切彫の模造、毛彫による紫檀塗の木目、墨型塗のひび割れ、草花、葉脈、虫等の表現に用いた。代表作例としてNasser D Khalili Collection所蔵の「五穀蒔絵五段重箱/朽ち落ちた鳥の羽根」、[秋草黒蒔絵手箱/蓋裏の波]、[秋草彫小箱/草花] Lot 1、等があり、毛彫りによる表現の重要な作例としては真作「鼠蒔絵印籠」 Lot 5、観松斎作「狸蒔絵印籠」 Lot 13、がある。観松斎飯塚桃葉の仕事には代々彫刻刀等を用いた作例が確認されている。

是真が彫刻に関心を持ち、彫刻を好んだことは残された作品からも明らかで、素彫による表現は代表的技法のひとつであるが一般に漆工作上に彫を行うことは極めてまれで、そもそも蒔絵師の道具に彫刻刀は存在しない。しかし是真が素彫を表現に用いるに至った遠因に、幼少時からの父親の存在（寺社の彫刻を生業とする宮彫師）と、装剣金工の彫物師達との交流が影響していることは明らかである。

またなぜ素彫による表現を用いたのであろう。塗と研ぎと、多くの工程を経ねばならない蒔絵の表現の最後に、失敗が許されず難しさを超越し、塗膜に刃物を立てることで、即興的な勢いのある表現が自身の作品に命を吹き込むセレモニーとして必要であったのだろうか。

私も素彫による表現に心酔しその虜になってしまいました。片切彫作銘において漢字は筆使いで太い部分と細い部分が表れるが、彫刻刀で表現する場合筆順とは全く異なった彫方をする。片切彫作銘の是真はあたかも毛筆で書かれたようにスピード感のある文字に見えるように彫られている。あの微細でルーペでしか判別できない彫跡を見るときなんとも驚きではないか。是真はその所有者だけが発見愛玩できることを目論んだとも考えられるのではないだろうか。

古い蒔絵作品の時代を特定するとき、顕微鏡を使用し金粉の形状を判別するのも楽しい作業だが、微細な素彫の作銘を探す行為はコレクターにはとても楽しい宝探しである。「古鏡蒔絵印籠」 Lot 6の素彫銘はどこに彫られているかわかりますか。ボナムズの下見会場で探してみてください。まさに宝探しではありませんか。是真翁も楽しんでいるのでしょうか。

三隅悠

私の巻頭文の【素彫】に関する論拠のほとんどは、尊敬し永く友人としてお付き合いさせて頂いている高尾曜氏の研究による。氏の研究で是真の漆芸技術の詳細はほぼ解明された。

論文掲載 明治美術学会/近代画説 第20号 / 2011年12月
《柴田是真の漆作品における「素彫」の意義》





1 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
SMALL BOX WITH AUTUMN GRASSES

秋草図素彫小箱

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

A small box with *kabusebuta* (overhanging lid), the body, with rounded edges, likely constructed using a combination of the *magemono* (bentwood) and *harinuki* (layered-paper) techniques, the reddish-brown lacquer ground cut and engraved in *subori* with a design of *susuki* and *fujibakama* plants

Signed in *subori* inside the lid at lower left *Zeshin* 是真

3.9 × 8.5 × 7.4 cm (1½ × 3⅜ × 2⅞ in.)

Fitted clear-lacquered wooden *tomobako* storage box inscribed *Zeshin saku akikusa-bako* 是真作 秋草箱 (Box with autumn plants by Zeshin) and paper label from the Zeshin Hyakunijūnen Tsuizen Kinen Tenkan 是真百廿年追善記念展覧 (Zeshin 120th Anniversary Display), held in Tokyo in 2011 (4)

Exhibited and Published

Zeshin Hyakunijūnen Tsuizen Tenkan, 2011

Nezu Bijutsukan 2012, cat. no. 56

£15,000 - 20,000

JPY2,800,000 - 3,700,000

US\$23,000 - 31,000

In his catalogue note for the 2012 Zeshin exhibition at the Nezu Museum, Takao Yō comments that Zeshin used a single *marukebori* (curved line-engraving) knife to execute this delicate composition; further information on the subject of the *subori* technique of carving can be found in Takao 2011b as well as in the Foreword to this catalogue.

For a somewhat larger box by Zeshin with a related autumnal design in different techniques, see Earle 1996, cat. no. 21.



吳生

2 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

SWEET DISH IMITATING PEWTER

砂張盆写菓子器

Edo period (1615–1868), circa 1855

A roughly circular dish modelled in imitation of a hammered-pewter platter, the thin paper body lacquered in a mixture of charcoal powder, orpiment (arsenic sulphide), *bengara* (red iron oxide), and powdered tin, the somewhat uneven rim relieved by pairs of small incisions at irregular intervals, the reverse of the rim with shallow scalloped decoration, the base with a nest of concentric squares

Signed in *subori* on the base *Zeshin* 是真

20.4–20.8 cm (8–8¼ in.) diameter

Fitted wooden *tomobako* storage box inscribed, probably by Zeshin himself, *Seikaibon utsushi* 青海盆ウツシ (Copy of a *seikai* tray), and with two Japanese auction slips (4)

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

A very similar dish, shown in the 2012 exhibition at the Nezu Museum and dated to 1855, was accompanied by a fitted wooden *tomobako* box inscribed by Zeshin to the effect that it was a 'copy of a *sahari* tray', alluding to the historic metal alloy of that name, akin to Western pewter, made from copper, lead, and tin (Nezu Bijutsukan 2012, cat. no. 63). Microscopic examination of the present dish, carried out by lacquer historian Takao Yō, has revealed the mix of powders in *sahari-nuri* to lie somewhere between

those used for *seidō-nuri* (imitating bronze) and those used for *shibuichi-nuri* (imitating *shibuichi*); Takao speculates that the preparation of the paper base and the application of the undercoats played an even more important part than the final *maki-e* in achieving the look of *sahari*.

As well as reproducing the mottled, subdued colours and somewhat irregular oxidized surface characteristic of earlier metal prototypes, Zeshin mimicks the chiselled marks seen on metal dishes used in the tea ceremony, themselves close copies of pewter dishes brought to Japan by European sailors from the sixteenth century. The title inscribed on the storage box accompanying this example, 'Copy of a *seikai* (literally, "blue sea") tray', may be an allusion to this exotic origin. In addition to the example in the Nezu Museum mentioned above, there is a *sahari-nuri* dish in the Edson Collection (see Izzard 2007, cat. no. 29 and Yasumura 2009, cat. no. E-16), and about another four examples are known (Takao 2011a, p. 13, figs. 22, 23).

Zeshin's ingenuity in this medium was admired in the West even during his lifetime, the British commentator Ernest Hart noting in 1886 that he had 'with infinite cunning, imitated the colour and patina of old bronze' (Hart 1887, p. 23); his success in creating *sahari-nuri* was also noted in a posthumous imperial eulogy (Earle 1996, p. 50). Not content simply with making dishes in imitation of pewter, Zeshin sometimes illustrated them in his *urushi-e* paintings: for an example from the Misumi Collection, see our catalogue *The Misumi Collection: Important Works of Lacquer Art and Painting: Part I*, 5 November 2014, lot no. 11.







3 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
TOBACCO TRAY WITH BIRD-SHAPED KITE

鳳図蒔絵煙草盆

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

A deep tray with curved corners, the slightly recessed interior with indented corners, the wood body entirely covered in almost black *chadō-nuri* with *ishime-nuri* texture, the interior decorated in highly polished low black *takamaki-e* with a kite in the form of a crow viewed from below and upside-down (as indicated by the location of the signature on the base), details of the feet and eyes in silver lacquer, the kite string and its ties depicted in gold *hiramaki-e* partly incised in *subori* technique to indicate the individual twisted threads, the string extending over the top side and the base to the long-handled *itomaki* (winder) depicted on the side, its wood and bamboo components rendered in *takamaki-e* of gold, *shibuichi*, and *shakudō* powder incised in *subori* technique with wood grain

Signed in gold *hiramaki-e* on the base at lower left Zeshin 是真

4.5 × 28.5 × 22.9 cm (1¾ × 11¼ × 9 in.)

Wooden storage box with label inscribed *Tako maki-e tabako-bon Zeshin saku* 鳳蒔絵煙草盆 是真作 (*Maki-e* tobacco tray by Zeshin) and letter of authentication from Shōji Hōshin (1898–1993), reading *Zeshin-ō saku tako maki-e seidōji tabako-bon shinsaku mugi mono nari Shōwa gojūkyūnen uzuki hachijūroku-ō Hōshin kan* 是真翁作 鳳蒔絵青銅地煙草盆 真作無疑者也 昭和五十九年卯月 八十六翁 芳真鑒 (*Seidō-ground tobacco tray by Zeshin, authentic work examined by Hōshin, aged 86, April 1984*) with seals Shōji 庄司 and Koma 古満; wrapper sealed *Hōshin no in* 芳真之印 (Seal of Hōshin) (3)

Provenance

Yoshiie Family, Suisekitei Collection
 吉家 (水石亭) 旧藏

Exhibited and Published

Nezu Bijutsukan 2012, cat. no. 18

£20,000 - 30,000

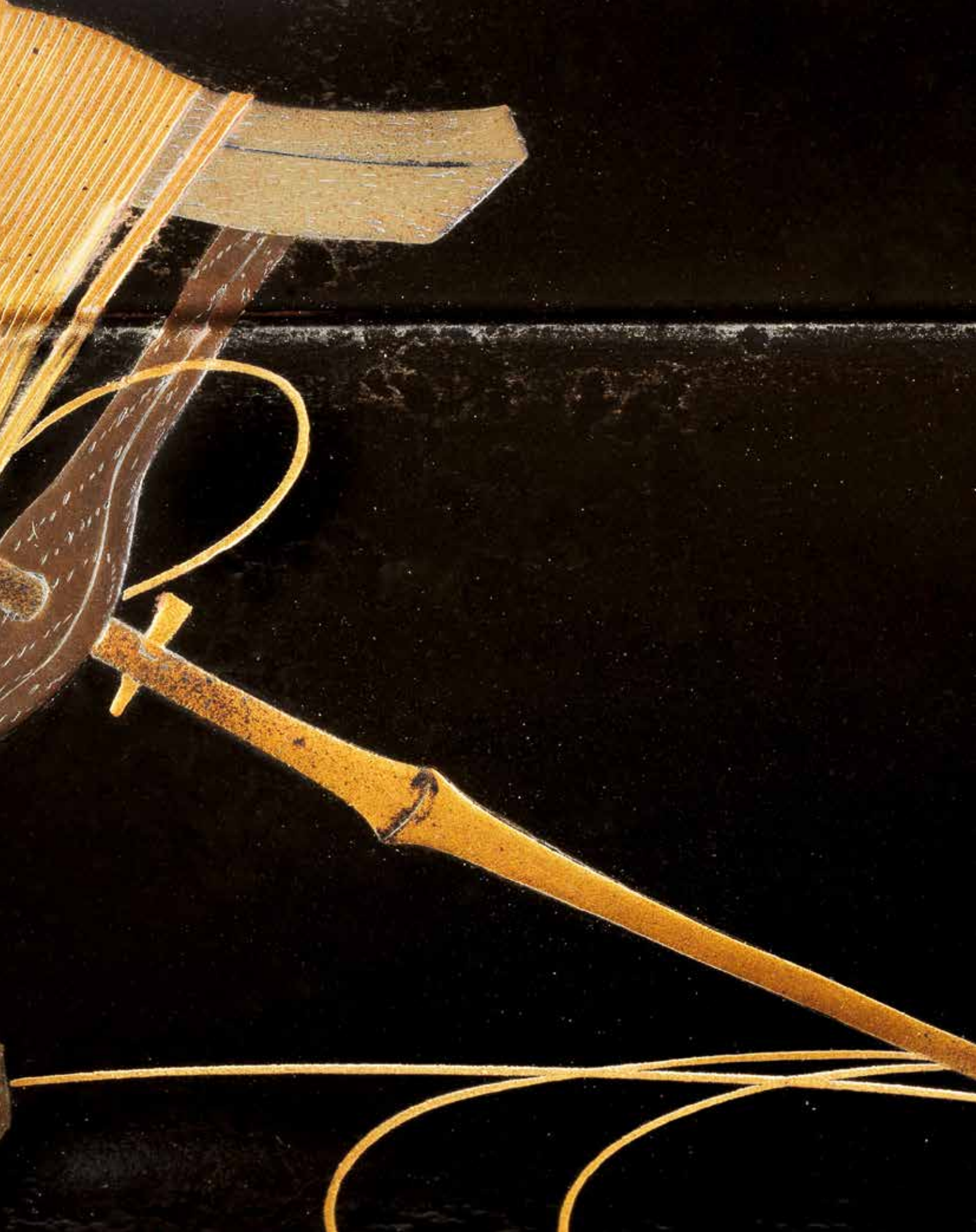
JPY3,700,000 - 5,500,000

US\$31,000 - 46,000

In his catalogue note for the 2012 Zeshin exhibition at the Nezu Museum, Takao Yō comments that the kite depicted here is no ordinary toy but a special variety that was probably, and typically, Zeshin's own invention.

The Yoshiie family referred to in the certificate lived in Tokyo and were owners of a panel depicting a harvest festival, completed in 1882, that is one of the finest works in the Khalili Collection; they also owned a tiered box and another panel in the Khalili Collection (Earle 1996, cat. nos. 23, 27, 29), as well as lot no. 9 in the present catalogue.





4 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

INRŌ WITH THE ONI-YARAI RITE

鬼遣図木地蒔絵印籠

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

An *inrō* with three interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, very slightly curved top and base, and applied cord-runners, the body cut from a solid block of *sugi* (Japanese cypress, *Cryptomeria japonica*), painted in mineral pigments and gold with an *oni* holding the large Chinese-style hat normally worn by Shōki the Demon-Queller to protect himself as he flees from peas thrown at him during the custom of *oni-yarai* (see below), his trailing scarf continuing on the reverse, the interior fittings also of *sugi*; wood *ojime* in the form of two masks; wood netsuke in the form of one large and six smaller masks

Signed in black lacquer at the right-hand side of the reverse *Zeshin* 是真, with a red seal

Inrō: 8.9 × 5.4 × 2.2 cm (3½ × 2⅙ × ⅞ in.)

Netsuke: 4.8 × 4.2 × 1.9 cm (1⅞ × 1⅝ × ½ in.)

Fitted wooden storage box (2)

Provenance

Raymond Bushell Collection, purchased at Sotheby's London,
18 June 1997, lot no. 100A

Published

Bushell 1979, pp. 136–7, no. 99

£8,000 - 10,000

JPY1,500,000 - 1,800,000

US\$12,000 - 15,000

Zeshin often depicted this and other *oni*-related subjects in painting as well as *maki-e*, making it particularly appropriate for him to choose standard painting pigments—bound with *nikawa* (animal or fish glue)—in place of lacquer for the decoration of this *inrō*. The presence of the *oni*'s mythical nemesis, Shōki the Demon-Queller, is implied by the inclusion of Shōki's outsize Chinese-style hat. As described shortly after Zeshin's death by Greek-Irish journalist Lafcadio Hearn (1850–1904), during the *oni-yarai* rite 'the Yaku otoshi, or caster-out of devils, wanders through the streets from house to house, rattling his *shakujo* and uttering his strange professional cry: "Oni wa soto !—fuku wa uchi!" (Devils out!—Good fortune in!) . . . Afterwards dried peas (*shiro-mame*) are thrown about the house in four directions. For some mysterious reason, devils do not like dried peas—and flee therefrom' (Hearn 1910, pp. 295–6).

For another *inrō* by Zeshin decorated on a plain wood ground but in *urushi-e* rather than painting pigments, see Gōke 1981, pl. nos. 80–81.



SHIBATA ZESHIN 柴田是真 (1807–1891)**INRŌ WITH MOUSE**

二十日鼠図蒔絵印籠

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

An *inrō* with three interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, curved top and base, and integrated cord-runners, the body cut from a single block of *tagayasan* (kassod tree, *Senna siamea*), decorated on the cover and top with a house mouse in *hiramaki-e* and *takamaki-e* of brownish-black lacquer with a minute admixture of orpiment (arsenic sulphide), the fur and whiskers very finely rendered in *tsukegaki* (fine *maki-e* lines drawn on top of an existing *maki-e* ground); on the reverse the mouse's footprints in *hiramaki-e*; the interior fittings also of *tagayasan*; copper *ojime* with wirework decoration; boxwood *manjū* netsuke carved as a closed 16-petal chrysanthemum blossom and encrusted in shell and lacquer with a ladybird and chrysanthemum leaves and blossom, the *himotōshi* formed by the chrysanthemum stalk

Signed in gold *hiramaki-e* on the base Zeshin 是真

Inrō: 8.5 × 5.4 × 1.7 cm (3 $\frac{3}{8}$ × 2 × $\frac{5}{8}$ in.)

Netsuke: 4.3 × 1.6 cm (1 $\frac{3}{4}$ × 2 × $\frac{5}{8}$ in.)

Fitted wooden storage box (2)

Provenance

Raymond Bushell Collection, purchased at Sotheby's London, 18 June 1997, lot no. 79

Exhibited and Published

Bushell 1979, pp. 112–3, no. 77

Nezu Bijutsukan 2012, cat. no. 90

£30,000 - 35,000

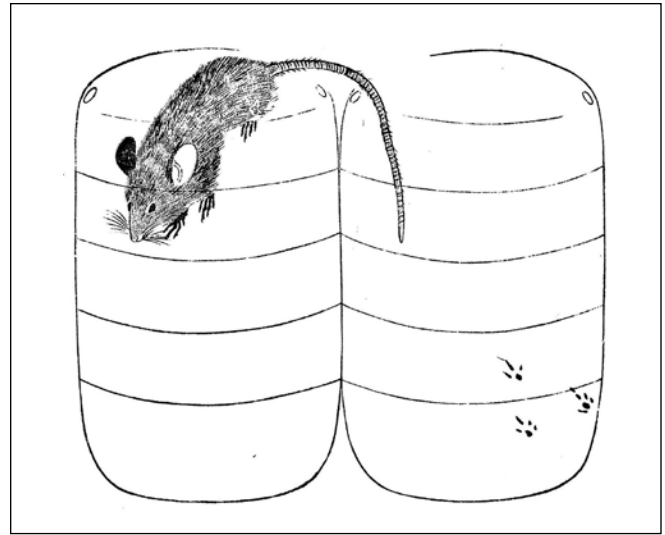
JPY5,500,000 - 6,500,000

US\$46,000 - 54,000

In his catalogue note for the 2012 Zeshin exhibition at the Nezu Museum, Takao Yō notes that an *inrō* with this design, but on a *roiro* ground and with the footprints carved in *subori*, remained in Zeshin's Tairyūkyo residence after his death; an original drawing for an *inrō* with the same motif is reproduced in *Shikki zuroku*, a collection of lacquer designs originally compiled by Zeshin's eldest son Reisai (1850–1915) and re-published posthumously in 1916 (see *Nihon Shikkō Kai* 1896, vol. 6 and Gōke 1981, supplementary volume, fig. no. 298).

For alternative treatments of this favourite subject of Zeshin's, see Herberts 1962, pp. 154–5, an *inrō* with *shibuichi-nuri* ground and a mouse in black lacquer, and Lewis and Earle 1996, p. 164, cat. no. 72, another *inrō*, featuring bursting pods of *tōgarashi* (red pepper) on the reverse

A leguminous tree native to South-East Asia, from the medieval period onwards the *tagayasan* was prized in Japan for its fine-grained, durable timber.



(Reproduction after *Shikki zuroku*, 1916)









6 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

INRŌ WITH ANTIQUE MIRRORS

古鏡図蒔絵印籠

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

An *inrō* with four interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, curved top and base, and integrated cord-runners, the *roiro* lacquer ground decorated in black *maki-e* with a continuous ground of *ken-katabami mon* (heraldic crests of swordblades combined with flowers of wood sorrel, *Oxalis corniculata*), an antique mirror on each side executed in *takamaki-e* of *chadō-nuri*, one of the mirrors eight-lobed with a dragon design, its carrying cord in red lacquer extending to the other side and terminating in a tassel, the other nine-lobed with a design of two phoenixes alternating with paulownia crests, the compartments and risers gold *nashiji*, the shoulders and rims brightish gold *fundame*; carnelian *ojime*; lacquered wood *manjū* netsuke decorated in gold, silver, and red *hiramaki-e* with two phoenixes

Signed in *subori* to the left of the handle of the smaller mirror Zeshin 是真

Inrō: 7.6 × 4.8 × 1.6 cm (3 × 1 $\frac{7}{8}$ × $\frac{5}{8}$ in.)

Netsuke: 3.5 × 2 cm (1 $\frac{3}{8}$ × $\frac{3}{4}$ in.)

Fitted wooden storage box (2)

Exhibited and Published

Nezu Bijutsukan 2012, cat. no. 94

£40,000 - 60,000

JPY7,400,000 - 11,000,000

US\$62,000 - 92,000

In 1875, Zeshin paid a visit to Nara where he was able to examine items stored in the Shōsōin, the eighth-century imperial treasure house in the precincts of the Tōdaiji Temple (Earle 1996, p. 46, quoting Umezawa Ryūshin's 1927 biography of Zeshin). Objects from the Shōsōin, until then virtually inaccessible to anyone outside the imperial court, subsequently played an increasing influential role in Japanese art from early in the Meiji era. Zeshin was no exception to this trend and it is likely that the mirrors depicted on this *inrō* were loosely modelled on originals stored in the Shōsōin, either Chinese Tang-dynasty examples or Japanese copies of around the same date. He lavished typically meticulous craftsmanship both on the mirrors and on the dense background pattern of *mon* (crests). Takao Yō notes that although *chadō-nuri*, used here for the mirrors, is listed as a separate technique in Sawaguchi Goichi's monumental study of Japanese lacquer, *Nihon shikkō no kenkyū* (1933), in Zeshin's time it would simply have been regarded as a variant of *seidō-nuri*. *Chadō-nuri* differs from *seidō-nuri* in that it contains *bengara* (red iron oxide) in addition to orpiment (arsenic sulphide), producing an effect that, as Takao comments, is ideally suited to emulating the surface of antique bronze (Takao 2011a, figs. 14, 15).





7 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
DOOR WITH AUTUMN MAPLE-VIEWING SCENE

紅葉狩図蒔絵板戸

Meiji era (1868–1912), late 1880s

A paulownia-wood door panel, decorated in high-relief gold, silver, red, brown, and black *takamaki-e*, some areas highly polished and others heavily textured, depicting a silver tea kettle suspended from a natural branch laid on two rocks over a fire, pine needles and curling maple leaves lying nearby; the reverse painted in ink and silver paint with a sparrow flying above a stylized stream with sprigs of *seri* (Japanese parsley)

Signed in *subori* on the right, at the base of the rock, *Zeshin* 是真 with a *kaō* in the form of the character *kin* 巾

59.3 × 39 cm (23³/₈ × 15³/₈ in.)

Modern cloth-bound outer storage box (2)

Exhibited and Published

Nezu Bijutsukan 2012, cat. no. 47

£100,000 - 150,000

JPY18,000,000 - 28,000,000

US\$150,000 - 230,000

In his catalogue note for the 2012 Zeshin exhibition at the Nezu Museum, Takao Yō comments that the technique and design of this door, is closely related to a much-praised *maki-e* panel depicting a mushroom-gathering scene submitted by Zeshin to the first Naikoku Kangyō Hakurankai (National Industrial Exhibition), held in 1877. In combination with mushroom-gathering scenes of the kind seen in lot no. 9, designs based on the autumn custom of maple-viewing were one of Zeshin's favourite themes during the final fifteen years of his long career. Here he uses the range of special finishes he had perfected during the preceding decades to produce an exceptionally deep three-dimensional effect; similarly rough, rich textures, likely emulations of Western oil painting, are also seen, for example, on the rocks in Zeshin's panels of crayfish, exhibited in 1888, 1889, and 1890 (Gōke 1981, pl. no. 3). Parts of the fireplace are executed using a carving technique also seen in Zeshin's *inrō* made to resemble ancient sticks of ink (see, for example, Nezu 2012, cat. nos. 93–96).

A closely related *maki-e* panel of this subject by Keishin, in the collection of Zeshin's eldest son Reisai (1850–1915), was reproduced in a biography of Zeshin published in *Kenchiku kōgei sōshi* in June 1916 (Suzuki 1916).

For other examples of Zeshin's ink-and-colour painting (as opposed to *maki-e*) on *sugi*, seen on the reverse of this door, see lot no. 4 in the present catalogue and Gōke 1981, pl. nos. 211–218.

The *kaō* Zeshin added after his signature on this piece, in the form of the character *kin* 巾, is seen on works dating from 1879 onwards (for other examples, see Earle 1996, p. 30, [h]).



A *subori* 素彫
knife carving in lacquer; for a full discussion
see the Foreword to this catalogue

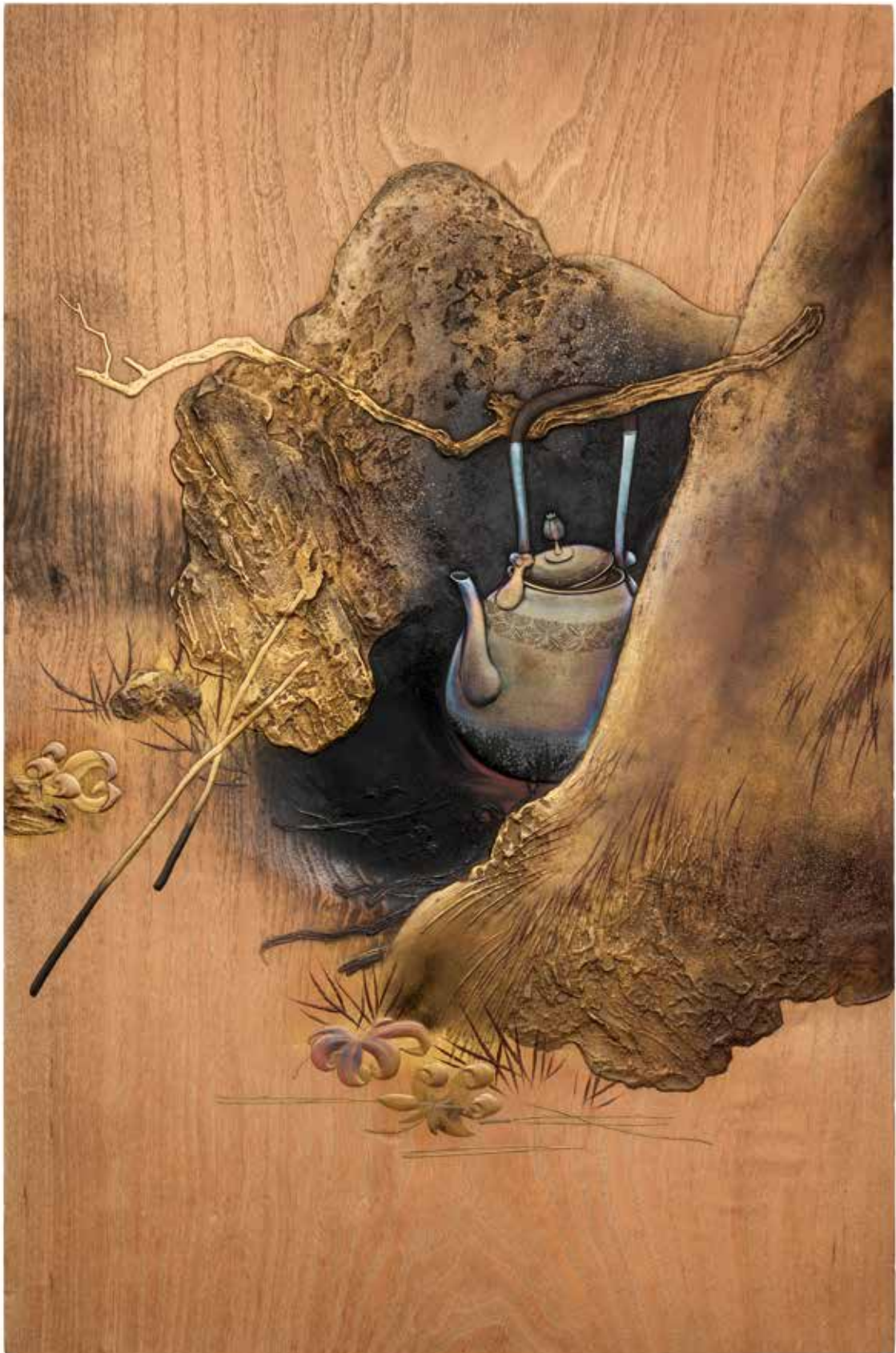
B *takamaki-e* 高蒔絵
form of *maki-e* in which lacquer is built up in high
relief either by applying many layers or by mixing
the lacquer with powdered charcoal or clay

C *chōkoku* 彫刻
'sculpture' including integral three-dimensional
relief carving or separately carved pieces applied
to a surface, see the Foreword to this catalogue

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



(reverse)





(end paper)



8 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
ALBUM OF URUSHI-E (LACQUER PAINTINGS)

漆絵画帳

Meiji era (1868–1912), circa 1881

An album of 18 *urushi-e* paintings in an album bound in *orihon* (concertina) style, the cover of silk brocade with woven with roundels depicting fabulous beasts and birds, the two endpapers painted in *urushi-e* with *chidori*, bamboo grass, and waves on a gold-splashed background, the paintings as follows:

- 1) A branch of plum against a red sky, painted on a fan leaf
- 2) The famous two rocks at Futamigaura, a place visited by Zeshin in 1875 and frequently painted by him thereafter (see Earle 1996, p. 46, Gōke 1981, p. 187, reproducing a sketch of the rocks, and Shioda 1908, unpaginated, a painting of the same subject)
- 3) A waterfall, pine, and sheer cliff; for another example of this subject, one of Zeshin's *urushi-e* album favourites, see for example Gōke 1981, pl. no. 176, in an album dated to 1882
- 4) Clams and seaweed
- 5) A collection of curious rocks
- 6) A ferocious tiger pursuing fleeing its long-tailed prey over the edge of a precipice; for a similar treatment of this subject compare Yasumura 2009, cat. no. J-21.1, an album leaf also dated to 1881
- 7) An anchor and sea gulls by the shore; for another depiction of an anchor in a lacquer album painting see Earle 1996, cat. no. 76.15
- 8) Bullrushes, rocks, and a water-fowl
- 9) Sailing boats by a pine-clad hill
- 10) An *enju* (pagoda tree, *Styphnolobium japonicum*) and bird
- 11) A bear and two *sawagani* (freshwater crabs, *Geothelphusa dehaani*)
- 12) A herdboyc and ox

- 13) Grapes hanging from a branch of vine
- 14) A large carp and two smaller carp swimming by weeds
- 15) A bird sitting on a bamboo water conduit from which water splashes onto a rock
- 16) A mouse peeping out from a hole in a damaged plaster wall
- 17) A *kakashi* (scarecrow) in the form of an archer in a field of rice with five dragonflies, two of them resting on the arrow
- 18) Mount Fuji with two pines

The first painting signed *Gyōnen shichijūgo-sō Zeshin* 行年七十五叟是真 (Zeshin, aged 75) with seal *Shin* 真; the other paintings each signed *Zeshin* 是真 and variously sealed *Shin* 真, *Zeshin* 是真, *Ze* 是, *Koma* 古満, etc.

The cover inscribed in black lacquer on a gold-paper slip *Urushi-e chō* 漆画帳 (Album of *urushi-e*)

Overall: 10.6 × 13.2 × 2 cm (4 $\frac{1}{8}$ × 5 $\frac{1}{4}$ × $\frac{3}{4}$ in.)

Each painting: 8.6 × 11 cm (3 $\frac{3}{8}$ × 4 $\frac{3}{8}$ in.)

Fitted wood storage box (2)

Provenance

Sotheby's London, 9 May 1973, lot no. 202
 Christie's New York, 29 March 2005, lot no. 239

Exhibited and Published

Nezu Bijutsukan 2012, cat. no. 113

£15,000 - 20,000
 JPY2,800,000 - 3,700,000
 US\$23,000 - 31,000



(2)



(1)



(4)



(3)



(6)



(5)



(10)



(9)



(14)



(13)



(18)



(17)



(8)



(7)



(12)



(11)



(16)



(15)

9 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

**URUSHI-E (LACQUER PAINTING) OF MUSHROOM-GATHERING
IN AUTUMN FIELDS**

秋色野辺茸図漆絵掛軸

Meiji era (1868–1912), circa 1884

An *urushi-e* mounted as a hanging scroll, depicting two branches of maple on which hangs a slender twig threaded with three varieties of mushroom, a silver tea kettle suspended by a cord from the lower branch over a fire of twigs laid in the hollow of a rock, smoke rising from the fire, curling maple and other leaves, and pine needles, the painting executed in a wide range of *urushi-e* and *maki-e* colours and finishes, the rocks richly textured

Signed in black *urushi-e* at lower right *Gyōnen shichijūhachi-ō Tairyūkyō Zeshin* 行年七十八翁 對柳居是真 (Tairyūkyō Zeshin, aged 78) with seal *Koma* 古満

Overall: 176 × 42 cm (69¼ × 16½ in.)

Image: 81 × 27 cm (31⅞ × 10⅝ in.)

Fitted wooden *tomobako* storage box inscribed outside *Zeshin-ō kōyō no kinokogari urushi-e tatefuku* 是真翁紅葉之茸狩 漆絵立幅 (A vertical hanging scroll *urushi-e* painting of mushroom-gathering in autumn, by the venerable Zeshin) and inscribed inside the lid *Urushi-e tatefuku mezurashiku maki-e gihō moromoro ni mochii kasaku Yoshiie Suisekitei denrai shinseki sōinaki mono nari hachijūkyū-ō Shōji Hōshin kanshiki* 漆絵立幅珍らしく蒔絵技法諸々に用ひ佳作 吉家水石亭 伝来 真蹟相違なき者也 八十九翁庄司芳真鑒識 (Vertical hanging scroll *urushi-e* painting, a masterpiece executed using various *maki-e* techniques, handed down in the Yoshiie Suisekitei family, beyond question an authentic work, examined and inscribed by Hōshin, aged 89) with seals *Koma* 古満 and *Hōshin* 芳真; fitted outer storage box (3)

Provenance

Yoshiie Family, Suisekitei Collection
吉家家 (水石亭) 旧藏

Exhibited and Published

Nezu Bijutsukan 2012, cat. no.125

£50,000 - 80,000

JPY9,200,000 - 15,000,000

US\$77,000 - 120,000

The present lot, clearly closely related to the door with a tea kettle (lot no. 7), is believed to be the Zeshin's only large-scale *urushi-e* depiction of this subject.

For other works by Zeshin from the Yoshiie Collection, see lot no. 3.









(storage box)

10 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

12 TANZAKU PAINTINGS OF THE 12 MONTHS

十二月短冊揃

Meiji era (1868–1912), circa 1884

A set of 12 *tanzaku* (tall vertical poem-cards) with gold-painted edges, the reverses with flecks of gold, the cards painted in ink and colours as follows:

First Month

An *itomari* or *temari* (silk thread ball) and *hane* (shuttlecock). *Itomari* or *temari* and *hane* were a favourite children's gift at New Year. For a different version of this *tanzaku* subject also from the Misumi Collection, see our catalogue *The Misumi Collection: Important Works of Lacquer Art and Painting: Part I*, 5 November 2014, lot no. 8.

Second Month

A banner inscribed *Shōichi-i Inari Daimyōjin* 正一位稲荷大明[神] (Top-Ranking Great Deity Inari), partially obscured by a branch of flowering plum. The Inari Festival was held on the first horse day of the second month and Zeshin used this motif again, not only in a closely related set of *tanzaku* in the Khalili Collection discussed below but also in the second-month *innō* from the celebrated set of 12 in the Victoria and Albert Museum (inv. no. W.302-1922).

Third Month

Tsukushi (horsetail, *Equisetum arvense*), rushes, and cherry-blossom petals.

Fourth Month

The head of one and the tail of another swimming *katsuo* (bonito, *Katsuwonus pelamis*). The *hatsu-gatsuo* (first bonito of the season) is a classic early-summer delicacy.

Fifth Month

A toy sword in a fur scabbard, symbolizing the Boys' Festival held on the fifth day; for an example of a toy sword on a lacquer box in the Khalili Collection, see Earle 1996, cat. no. 4.

Sixth Month

Pilgrims climbing Mount Fuji. This month marks the *yamabiraki* (opening of the mountain-climbing season) and Zeshin used the same motif on the related Khalili Collection set of *tanzaku* (see below). He climbed on Mount Fuji himself in 1872.

Seventh Month

Tanzaku (poem cards) hanging from a bamboo plant; they stand for the Tanabata Star Festival held on the seventh day to mark the one time of the year when the Herd Boy (Altair) and the Weaver Girl (Vega), separated on either side of the Milky Way as a punishment for neglecting their duties, are allowed to meet.

Eighth Month

Full moon, *mochi* (rice cakes) on a stand, with *susuki*, and *kikyō*. Rice cakes, shaped like the full moon, are the time-honoured accompaniment to the eight-month custom of moon viewing, while *susuki* and *kikyō* are numbered among the canonical *aki no nanakusa* (seven autumn plants).

Ninth Month

A *kuri* (sweet chestnut, *Castanea crenata*) emerging from its spiny burr, with branch and leaves.

Tenth Month

A bamboo fishing rod and float. The tenth month in the lunar calendar was also known as Kaminazuki (Godless Month) because all Japan's deities were summoned to the Grand Shrine at Izumo, with the exception of Ebisu, one of the Seven Gods of Good Fortune and a guardian deity of fishermen.

Eleventh Month

A *kumade* (bamboo rake) with a mask of Ofuku and a label inscribed *omamori* 御守. Since the Edo period, the Tori-no-Ichi fair has been held in Tokyo's Asakusa district on a *tori* (rooster) day in the eleventh month. Revellers bring their old *kumade* charms decorated with masks of Ofuku, Goddess of Mirth, and exchange them for new ones which they take home and use to symbolically 'rake in' wealth and good fortune.

Twelfth Month

A small bird perched on a bamboo snow-shovel.

Sugi-wood (Japanese cypress, *Cryptomeria japonica*) fitted storage box covered in brownish transparent lacquer and decorated in gold, silver, and coloured *takamaki-e*, shell, and lead with vine tendrils and leaves

Each *tanzaku* signed Zeshin 是真 with seal Reisai 令哉

The box: 38.7 × 8.7 × 3 cm (15¼ × 3⅜ × 1⅞ in.)

Each *tanzaku*: 36.2 × 5.9 cm (14¼ × 2⅜ in.)

With red paper authentication slip inscribed Zeshin-ō hitsu jūnikagetsu *tanzaku* mizunoto-tori shunjitsu Kakan'an Chikushin kan 是真翁筆十二月短冊 癸酉春日可寛菴竹真鑒 (Tanzaku of the twelve months, brushed by the venerable Zeshin, examined by Kakan'an Chikushin on a spring day in the *mizunoto-tori* year [=1933]) (14)

£20,000 - 30,000

JPY3,700,000 - 5,500,000

US\$31,000 - 46,000

A very similar set to the present lot, with identical dimensions and many of the same subjects, is in the Khalili Collection; the *tanzaku* for the twelfth month gives Zeshin's age as 78, suggesting a date of 1884. Like the present lot, the Khalili set was authenticated by Chikushin (Earle 1996, cat. no. 100). For Chikushin, see lot no. 11.



Twelfth month



Eleventh month



Tenth month



Ninth month



Eighth month



Seventh month



Sixth month



Fifth month



Fourth month



Third month



Second month



First month

11 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
TWO FAN-SHAPED URUSHI-E (LACQUER PAINTINGS)
OF BUTTERFLIES AND MOTHS

群蝶繭蛾図扇面漆絵

Meiji era (1868–1912), circa 1875–1890

Two *urushi-e* fan paintings mounted as a hanging scroll, the upper painting depicting a moth which has just emerged from its cocoon and six further cocoons all depicted in fine ink drawing, the twisted straw wrappings in *urushi-e*, the lower painting with five butterflies

Overall: 137.2 × 57 cm (54 × 22½ in.)

Each fan: 16.3 × 44.2 cm (6⅜ × 17⅞ in.)

Each signed *Zeshin* 是真 with seal *Shin* 真

Fitted wooden *tomobako* storage box inscribed outside *Zeshin-ō hitsu urushi-e gunchō mayu ga senmen fuku* 是真翁筆漆繪群蝶繭蛾扇面幅 (*Urushi-e* scroll of butterflies, cocoons, and moths by the venerable Zeshin) and inscribed inside the lid *Kakan'an Chikushin kan narabi ni dai* 可寛菴竹真鑒並題 (Examined and inscribed by Kakan'an Chikushin) with seal partially reading *Chikushin* 竹真; letter of authentication from Shōji Chikushin addressed to a Mr Nagashima dated Showa 8 (1933), September; fitted outer storage box (4)

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

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







水月
丁巳

12 *

OGAWA HARITSU 小川破笠 (RITSUŌ 笠翁, 1663–1747)

INRŌ WITH DARUMA

達磨図古墨写印籠

Edo period (1615–1868), 1744

An *inrō* modelled in imitation of an old ink cake, with three interlocking cases and cover, of rectangular cross-section and profile with integrated cord-runners, the surface finished in a mixture of charcoal dust and black lacquer, the rims with simulated chips and the six sides all with simulated cracks incised in fine *kebori*, sometimes revealing the base beneath, carved in relief on one side with Daruma crossing the Yangzi River on a reed and on the reverse with a 20-character inscription in archaic Chinese script (see below); copper, *shakudō*, and gilt *ojime* in the form of masks of *shōjō* (drunken sprite) and *hyottoko* (funny man); the interior gold *fundame* lacquer

Signed and dated on the base in incised characters *Enkyō gannen natsu Ukanshi Haritsu kore o tsukuru* 延享元年夏卯觀子破笠作之 (Made by Ukanshi Haritsu in the summer of the first year of Enkyō [=1744]) with inlaid green pottery seal *Kan* 觀

9.5 × 6.7 × 2.5 cm (3¾ × 2⅝ × 1 in.)

Fitted wooden storage box (2)

Provenance

Kumasaku Tomita Collection

Raymond Bushell Collection, purchased at Sotheby's London, 18 June 1997, lot no. 117

Published

Bushell 1979, pp. 151–2, no. 113

Kress 1994, p. 36, fig. 28

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

Heinz Kress notes that although both the Chinese printed books drawn on by Haritsu for lacquer ink-cake designs, *Fangshi mopu* (1588) and *Chengshi moyuan* (1606), include images of Daruma, transmitter of Zen

to East Asia, crossing the Yangzi River (incorrectly said to be 'on his journey to Japan'), the depiction of Daruma's robes is closer to that found in *Fangshi mopu*. In both books the Chinese inscription, traditionally known as the 'Ode to Daruma and the True Nature 達磨真性頌', is written in standard script and placed in a circular border around Daruma so that the 20 characters can be read in either direction taking any character as the starting point, making a total of 40 different poems in all. This literary multivalency was well known in Japan, as can be seen from an illustrated book by the satirist Santō Kyōden (1761–1816) where the *Fangshi mopu* image is reproduced over an explanation in Chinese of the poem's semi-magical properties (Santō Kyōden, 1808). Haritsu, however, arranged the characters in four columns, effectively limiting the number of readings to two: one in vertical columns and the other in horizontal lines:

空離終至
忘性常淨
照情妙明
寂緣極圓
身理真始

These two orderings of the text might be very freely translated as follows:

Vertical:

His extreme purity and brightness is perfect from the beginning
Until the end he is a constant wonder and the ultimate truth
Taking leave of selfish feelings he connects with the universal order
His mind is void, forgetting all, enlightening his solitary body.

Horizontal:

Until the end he is unattached and void
His purity is constant, he forgets his selfish nature
Bright wondrousness illuminates his feelings
His perfect completeness arises from seclusion
From the beginning, ultimate truth orders his being.



13 *

IIZUKA TŌYŌ 飯塚桃葉 (**KANSHŌSAI** 観松斎)

INRŌ WITH TANUKI 狸図蒔絵印籠

TANAKA MINKŌ 田中岷江 (1735–1816)

NETSUKU IN THE FORM OF A TANUKI

狸形根付

Edo period (1615–1868), first half of the 19th century

An *inrō* with four interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, curved top and base, and applied cord-runners, the *roiro* lacquer ground decorated in very fine gold and silver *hirame* (small flattish metal flakes) and gold, silver, and coloured *togidashi maki-e*, on one side a seated *tanuki* (Japanese raccoon dog, *Nyctereutes procyonoides*) looking up at the moon with *susuki* in the background, on the other side another *tanuki* and a rock by a stream, again with *susuki*, the compartments and risers gold *nashiji*, the shoulders and risers gold *fundame*; mottled *shibubichi* and copper *ojime*; wood netsuke of a *tanuki* seated drumming its stomach, the eyes inlaid in metal

The *inrō* signed in gold *hiramaki-e* on the base *Kanshōsai* 観松斎, with a *kaō*; the netsuke signed with carved characters *Minkō* 岷江 with a *kaō*

Fitted wooden storage box (2)

Provenance

Spink, London, 22 March 1990, lot no. 55

The inrō 8.5 × 5.4 × 2.8 cm (3⅜ × 2⅞ × 1⅞ in.)

The netsuke 3.2 × 3 cm (1¼ × 1⅞ in.)

£15,000 - 20,000

JPY2,800,000 - 3,700,000

US\$23,000 - 31,000

The Iizuka Tōyō (Kanshōsai) line of lacquer artists was active in Edo throughout the second half of the Edo period (Takao 2005, pp. 89–90).



14 *

SHIOMI MASANARI 塩見政誠

INRŌ WITH RABBITS 兎図蒔絵印籠

Edo period (1615–1868) or Meiji era (1868–1912), 19th century

An *inrō* with four interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, curved top and base, and integrated cord-runners, the *roiro* ground decorated in gold, silver, and coloured *togidashi maki-e* with a continuous design of three rabbits amid creepers, *susuki*, and other plants; the interior of gold *fundame* lacquer; agate *ojime*; shell netsuke of a resting rabbit

Signed on one side at lower left in seal-form red-lacquer characters
Shiomi Masanari 塩見政誠

The inrō: 9.2 × 6.4 × 1.3 cm (3⁵/₈ × 2¹/₂ × ⁵/₈ in.)

The netsuke: 4.5 × 4.8 × 6 cm (1³/₄ × 1⁷/₈ × ¹/₄ in.)

Fitted wooden storage box (2)

Provenance

Takei Morimasa Collection

Sotheby's London, 14 June 1972, lot no. 104

Sotheby's New York, 21 October 1991, lot no. 112

Published

Takei 1917, vol. 5, *inrō-bako* F (no. 6), *inrō* 13

£6,000 - 8,000

JPY1,100,000 - 1,500,000

US\$9,200 - 12,000

Originally founded by Shiomi Masanari (1647–1722) in Kyoto and brought to Edo around the time of his death, the eponymous style of pictorial *inrō* remained popular there throughout the Edo period and into the Meiji era.



15 *

OKUDA SHŌJUSAI 奥田松寿齋

INRŌ WITH MANZAI DANCER 漫才師図蒔絵印籠

Meiji era (1868–1912)

An *inrō* with four interlocking cases and cover, of standard lenticular cross-section with straight sides, rounded corners, curved top and base, and applied cord-runners, the bright red lacquer ground sprinkled with very fine gold *kinpun* (gold powder) decorated in gold, silver, and coloured *togidashi maki-e* embellished with *kirigane* and shell, on each side a *manzai* dancer in an elaborately decorated costume, one beating a *tsuzumi* (hourglass hand-drum), the other holding an open fan, beneath a *shimenawa* (sacred rope) decorated with ferns, the compartments and risers gold *nashiji*, the shoulders and risers gold *fundame*; *shibuichi*, silver, and gilt-metal *ojime* in the form of a *noshi* (celebratory paper decoration); wood netsuke in the form of a *shishi* seated with its right forepaw on a brocade ball, with an oval base

Signed in gold *hiramaki-e* on the base *Shōjusai* 松壽齋 with a *kaō*

The inrō 9.5 × 5.1 × 1.5 cm (3¾ × 2 × ⅝ in.)

The netsuke 3.5 × 3.8 × 2.2 cm (1⅜ × 1½ × ⅞ in.)

Fitted wooden storage box (2)

Provenance

Sotheby's New York, 8 December 1988, lot no. 523

Sotheby's New York, 19 March 1997, lot no. 61

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

This accomplished artist is believed to have been active during the Meiji era and perhaps into the Taisho era (Takao 2005, p. 94; Wrangham 1995, p. 250).



16 *

**HARA YÖYŪSAI 原羊遊齋 (1772–1845/6)
SUZURIBAKO (WRITING BOX) WITH CRANES**

鶴図蒔絵硯箱

Edo period (1615–1868), early 19th century

A *suzuribako* with *kabusebuta* (overhanging lid) and *kakego* (inner tray), of rectangular form with rounded corners, the edges finished in dull gold lacquer, the brown-black ground with a somewhat wrinkled texture emulating the look of old lacquer, the outside of the lid with three cranes in Rinpa style, executed in gold *maki-e*, sheet lead, and shell, the reverse of the lid with a flowering branch of *tsubaki* (*Camellia japonica*), inscribed in red lacquer in seal form *Hokkyō Kōrin* 法橋光琳, the *kakego* with a removable board inset with a hexagonal *suzuri* (ink stone) and gilt-metal *suitekī* (water-dropper), hexagonal two-tier gilt-metal cord fittings

Signed on the *kakego* in gold *hiramaki-e* at lower left *Yōyūsai* 羊遊齋, with a red-lacquer *kaō*

9.6 × 15.3 × 26 cm (3¾ × 6 × 10¼ in.)

Fitted wooden storage box with red seal of the Sudō 須藤 Collection (6)

Exhibited and Published

Gotō Bijutsukan 199, cat. no. 16

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

The prominent Edo artist Hara Yōyūsai, official lacquerer to the Doi clan, lords of the Koga domain, produced many lacquers in the pictorial style, later known as Rinpa, that was founded by Hon'ami Kōetsu (1558–1637) and continued and developed by Ogata Kōrin (1658–1716). Here Yōyūsai combines a group of cranes on the outside of the box — a favourite painting subject of Kōrin's perhaps best known from a pair of six-panel screens in the Freer Gallery of Art—with a branch of camellia inside the lid. Although Yōyūsai added a version of Kōrin's seal to the camellia, the flower is rendered in a style that seems closer to that of Sakai Hōitsu (1761–1828), Yōyūsai's frequent collaborator, who revived the Rinpa style at the start of the nineteenth century and imparted it with greater naturalism (McKelway 2012, cat. nos. 19 and 22–25).



(interior)



17 *

SUZURIBAKO (WRITING BOX) WITH THE SUMIYOSHI SHRINE

住吉図蒔絵硯箱

Edo period (1615–1868) or Meiji era (1868–1912), 19th century

A miniature *suzuribako* with *kabusebuta* (overhanging lid), the four sides slightly curved, the rims of silver, decorated in gold, *aokin*, silver, and coloured *hiramaki-e*, *takamaki-e*, and *togidashi maki-e* with extensive *kirigane* and *nashiji*, on the exterior the Sumiyoshi Shrine, indicated by its *taikobashi* (drum-shaped bridge), *torii* (entrance arch), and pine-clad seashore; the interior of the lid with a *makura* (pillow) decorated on one end with a *baku* (fabulous beast that devours bad dreams), lying on the ground and surrounded by autumn plants including *hagi*, *kikyō*, and *ominaeshi*, the interior of the box also with autumn plants including *nogiku* (wild chrysanthemums) and fitted with *suzuri* (ink stone), silver *suiteki* with *karakusa* (floral arabesque) designs, and with two associated lacquered brushes, a paper knife, and a pricker, the latter two with silver fittings

Unsigned

3.4 × 14 × 15.1 cm (1⅜ × 5½ × 6 in.)

With black-lacquered storage box lined in dyed paper, the exterior inscribed in gold *hiramaki-e On-suzuribako* 御硯箱 (10)

Provenance

Nakazono Hiroshi Collection

中園宏旧蔵

£10,000 - 15,000

JPY1,800,000 - 2,800,000

US\$15,000 - 23,000

The combination of the Sumiyoshi Shrine with a pillow might be a reference to the following poem, number 598 from the *Shin gosen wakashū* anthology, completed in 1303:

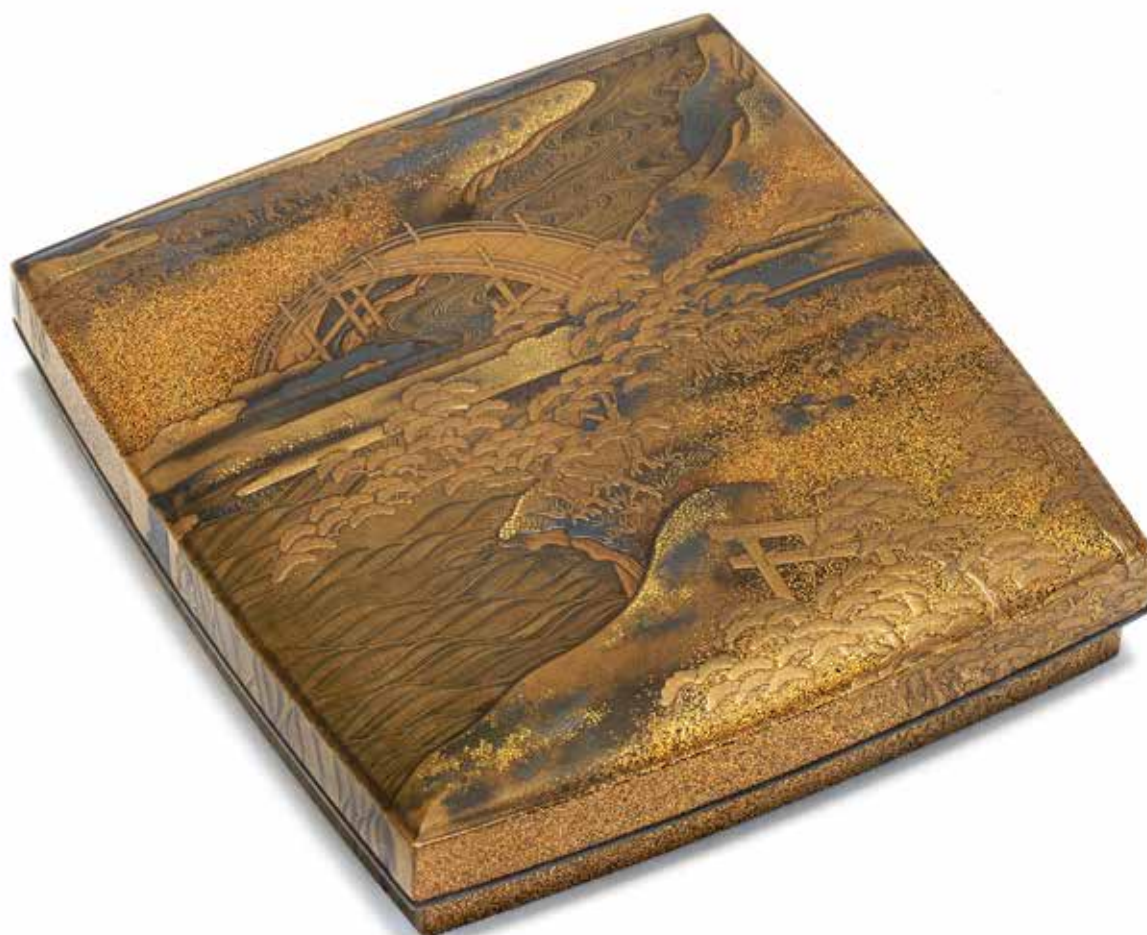
Sumiyoshi no / matsu no iwane o / makura nite / Shikitsu no ura no / tsuki o miru kana

With a great pine-clad / rock on Sumiyoshi's shore / pillowing my head / I look up and see the moon / high above Shikitsu Bay

This exquisitely decorated small writing box was formerly owned by Nakazono Hiroshi, best known for his extensive collection of fountain pens.



(interior)



18 *

**FIVE LACQUER SAKAZUKI (SAKE CUPS), INCLUDING THREE
BY NAKAYAMA KOMIN 中山胡民 (1808–1870)**

蒔絵盃 五点

Edo period (1615–1868), first half of the 19th century

Five *sakazuki* each of thin turned and assembled wood, with red-lacquer ground and decorated in gold, *aokin*, and silver *hiramaki-e* and *takamaki-e* with *kirigane* and *nashiji*; two *sakazuki* of the same size decorated on front and back with the *shikunshi* ('four noble plants': plum, orchid, bamboo, and chrysanthemum), with details in *uchikomi*; three nested *sakazuki* of decreasing size decorated respectively with ferns and roundels, *kikkō* (hexagonal 'turtle-shell') motifs each enclosing a stylized flower, and confronted cranes around a stem of fern, each within a lozenge shape

The two larger cups unsigned

The three nested cups each signed in gold *hiramaki-e* on the base within the foot, the two smaller cups *Komin* 胡民 and the largest cup *Hokkyō Komin zō* 法橋胡民造 (Made by Hokkyō Komin)

The two larger cups with a fitted black-lacquered *tomobako* storage box containing two cloths with seals, the exterior inscribed in gold *hiramaki-e* *Shikunshi tsuihai* 四君子対盃 (Pair of sake cups with the four noble plants) and signed in silver *hiramaki-e* on the interior of the lid *Yōdō saku* 備道作 (Made by Yōdō)

The three nested cups with fitted wooden storage box inscribed in ink inside the lid *Hokkyō Komin zō* 法橋胡民造 (Made by Hokkyō Komin) with seal *Komin* 胡民 (9)

The two larger cups each 10.5 cm (4 1/8 in.) diameter

The three nested cups 10.8, 9.6, and 8.4 cm (4 1/4, 3 3/4, and 3 3/4 in.) diameter

£3,000 - 5,000

JPY550,000 - 920,000

US\$4,600 - 7,700

The great late-Edo lacquerer Nakayama Komin, often considered on a par with his nearly exact contemporary Shibata Zeshin for the quality of his *inrō* and other small-scale lacquerwares, travelled to Edo at a young age and became a pupil of Hara Yōyūsai (see lot no. 16). In 1850 he collaborated with Zeshin on the restoration of a celebrated *tebako* (storage box) in the Tsurugaoka Shrine in Kamakura (Takao 2005, p. 112). Had he lived longer, he would doubtless have played a major role, like Zeshin, in establishing the global reach of Japanese lacquer art during the Meiji era.







BOX INSCRIPTIONS AND CERTIFICATES



1



1



3



3



2



2



9



9



2



10



11



11



11



16



17



18



18



18

SIGNATURES AND SEALS



1



2



3



4



5



6



7



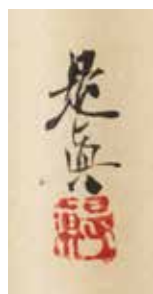
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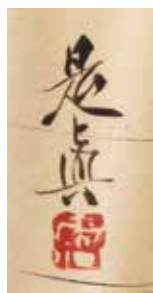
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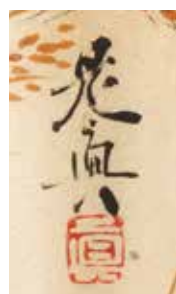
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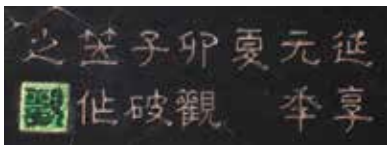
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11



11



12



13



13



14



15



16



16



18



18



18

GLOSSARY OF JAPANESE TERMS AND LACQUER TECHNIQUES

aokin 青金

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

chadō-nuri 茶銅塗

dark-brown variant of *seidō-nuri*; for discussion see lot 6

chōkoku 彫刻

'sculpture' including integral three-dimensional relief carving or separately carved pieces applied to a surface, see the Foreword to this catalogue

fujibakama 藤袴

'purple trousers' or thoroughwort, *Eupatorium fortunei*

fundame 粉溜

very fine metal powder sprinkled repeatedly on wet lacquer to give a smooth, matt appearance; routinely used for the interior shoulders and rims of *inrō*

hagi 萩

bush clover, *Lespedeza bicolor*

himotōshi 紐通し

pair of holes in a netsuke through which the silk hanging-cord is passed

hiramaki-e 平蒔絵

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

inrō 印籠

small container of several interlocking sections, usually lacquered, worn hanging from the waist

ishime-nuri 石目塗

lacquer finish imitating a granular stone surface

kaō 花押

artist's cursive monogram

kikyō 桔梗

Chinese bellflower, *Platycodon grandiflorus*

kirigane 切金

small squares of gold or silver foil

maki-e 蒔絵

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

manjū netsuke 饅頭根付

flattish, disc-shaped netsuke

nashiji 梨地 or 梨子地

irregularly-shaped flakes of gold suspended in clear or yellowish lacquer

ojime 緒締

bead for tightening the hanging-cord of an *inrō*

ominaeshi 女郎花

valerian, *Patrinia scabiosifolia*

roiro-nuri 蠟色塗

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

seidō-nuri 青銅塗

dark green lacquer finish imitating antique bronze

shakudō 赤銅

alloy primarily of copper with a small percentage of gold, patinated to a dark blue-black colour

shibuichi 四分一

'one part in four', an alloy primarily of copper and silver

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

silvery grey-green lacquer finish imitating *shibuichi*

subori 素彫

knife carving in lacquer; for a full discussion see the Foreword to this catalogue

susuki 薄

plume grass, *Miscanthus sinensis*

takamaki-e 高蒔絵

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

togidashi-maki-e 研出蒔絵

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

tomobako 共箱

the storage box for an art object, especially so called if signed and inscribed

uchikomi 打込

in lacquer decoration, indented design details, particularly hollows in trees and rocks

urushi 漆

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

urushi-e 漆絵

brush painting using wet lacquer in place of ink

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

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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;

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 licensing 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 Licensing
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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

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> .		
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 <i>Sale of Goods Act 1979</i> or otherwise.	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.
8.1.2	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> ,	10.5	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.
8.1.3	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 <i>Misrepresentation Act 1967</i> , 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> ;	10.6	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.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	9.3.2	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".
8.1.6	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;	9.3.3	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.
8.1.7	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;			10.10	Reference to a numbered paragraph is to a paragraph 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;	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 <i>Occupiers Liability Act 1957</i> , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	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> .
8.1.9	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			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 <i>Contracts (Rights of Third Parties) Act 1999</i> , 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.
8.1.10	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.			11	GOVERNING LAW
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER’S AGREEMENT

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

1 THE CONTRACT

- 1.1

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2

The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer’s hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer’s Agreement.
- 1.4

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3

we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1

Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1

the Purchase Price for the Lot;
- 3.1.2

a Buyer’s Premium in accordance with the rates set out in the Notice to Bidders, and
- 3.1.3

if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2

You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3

All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4

Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5

We may deduct and retain for our own benefit from the monies paid by you to us the Buyer’s Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6

Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7

Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1

Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier’s office.
- 4.2

You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3

For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4

If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the “Storage Contract”) with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5

Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6

You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor’s premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7

You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8

You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	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> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
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	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	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:
7.1.6	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;	8.1.1	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
7.1.7	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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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	The discretion referred to in paragraph 8.1:
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> .	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
7.2	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.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <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 All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <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.
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		APPENDIX 3
		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.		DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.4 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.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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Antiquities

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Antique Arms & Armour

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Entertainment Memorabilia

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Modern, Contemporary & Latin American Art

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