

**NETSUKE FROM A EUROPEAN
PRIVATE COLLECTION**

Sunday 8 May 2016

Bonhams

LONDON



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NETSUKE FROM A EUROPEAN PRIVATE COLLECTION

Sunday 8 May 2016 at 17.30

New Bond Street, London

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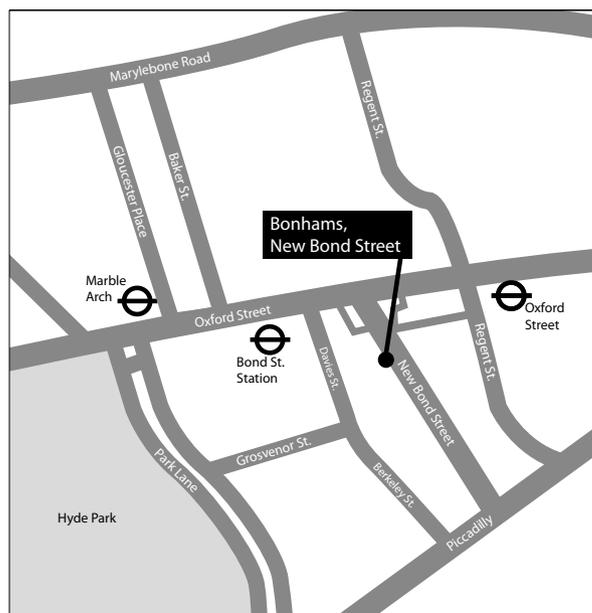
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CHRONOLOGY

Jomon period	ca.10,000BC - ca.300BC
Yayoi period	ca.300BC - ca.300AD
Kofun period	ca.593 - 710
Nara period	710 - 794
Heian period	794 - 1185
Kamakura period	1185 - 1333
Muromachi period	1333 - 1573
Nanbokucho period	1336 - 1392
Momoyama period	1573 - 1615
Bunroku era	1592 - 1596
Keicho era	1596 - 1615
Edo period	1615 - 1868
Kan'ei era	1624 - 1644
Kanbun era	1661 - 1673
Genroku era	1688 - 1704
An'ei era	1772 - 1781
Tenmei era	1781 - 1789
kansei era	1789 - 1801
Kyowa era	1801 - 1804
Bunka era	1804 - 1818
Bunsei era	1818 - 1830
Tenpo era	1830 - 1844
Koka era	1844 - 1848
Kaei era	1848 - 1854
Ansei era	1854 - 1860
Man'en era	1860 - 1861
Bunkyu era	1861 - 1864
Genji era	1864 - 1865
Keio era	1865 - 1868
Meiji era	1868 - 1912
Taisho era	1912 - 1926
Showa era	1926 - 1989
Heisei era	1989 - present

FOREWORD FROM THE COLLECTOR

I have unconditional trust in the expertise of Suzannah Yip and Neil Davey and am very pleased to see the beautiful presentation of my collection in the present catalogue.

For reasons of ill health and the inescapable onset of old age I have taken the difficult decision to part with my netsuke collection, formed over the course of the past 40 years. My children's interests lie in other areas and they have little ambition to continue the collection, or indeed to keep it alive.

I received my first netsuke from a good friend of my father at the age of 17. This gift sparked my interest, despite the fact that neither my family nor my friends had ever heard the word 'netsuke' before.

My instant sense of admiration for the intricacy of Japanese carving craftsmanship led me to a more detailed study of this unique art form. Over the years I became familiar with the different schools, carving techniques, styles, and materials. My parents supported my passion until I graduated from medical school: every special occasion, such as my high-school and university graduations, was marked with the gift of a netsuke. To this day I remain thankful for their generosity.

After I established myself as a doctor I was able to build a larger collection and immerse myself fully in the literature on the subject. The infinite thematic diversity of netsuke—animals, plants, mythological creatures, everyday scenes, and characters from legends and fairy tales—never lost its fascination and my appreciation of their meticulous sculptural quality has never ceased to grow.

After my marriage I was delighted to see my wife develop the same enthusiasm for these little objects, the tactile quality that makes them so pleasant to hold in the hand. She has ever since been an invaluable partner in this endeavour. It was always a pleasure to obtain a new piece for the collection during our travels together.

By selling the collection we would like give many other collectors and connoisseurs the opportunity to own these pieces of art, but we will forever retain our precious memories of a time full of the excitement and joy of netsuke.

私のコレクションが、私が絶大なる信頼を寄せている、日本美術に関する高度な専門性を持つスザンナ・イップとニール・デイヴィーによる見事なカタログとしてこうして紹介されることを大変光榮に思っています。

私は、健康障害と逃れることのできない老いのせいで、過去40年間にわたって集めてきた根付コレクションを手放すという苦渋の決断をするに至りました。また、私の子供たちの関心は私とは違う分野にあり、この根付コレクションの蒐集を続けていくつもりはほとんどなく、コレクションを活かしていくこともできないからです。

私は、17歳の時、父の親しい友人から根付をプレゼントされました。初めての私の根付でした。私の家族も、友人も、それまで「根付」という言葉を聞いたことすらありませんでしたが、この贈り物は私の好奇心に火をつけたのです。日本の根付師が見せる複雑な技巧は、即座に私を魅了し、この独特な芸術様式を詳細に研究するに至りました。何年も研究を重ね、根付にみられる流派、彫り方の技術や素材をも見分けられるようになりました。私が医大を卒業するまで、両親は私の根付に対する情熱をサポートしてくれました。高校や大学の卒業といった祝い事があるたび、根付が贈り物として私に贈られたのです。今日まで、私は両親の寛大さに感謝しています。

私が医者としての地位を確立した後は、より大きなコレクションを形成することができるようになり、根付を扱った文献に没頭することもできるようになりました。根付には、動物、植物、幻獣、日常風景、伝説上の人物といった際限のない様々の題材が見られ、その魅力は尽きることがありませんでした。また、細密な彫刻技術の質の高さを味わうことも、よりいっそう面白くなるばかりでした。

結婚したのちは、私の妻もこれらの小さな作品の、触ると大変心地よい手触りの質感に、私と同じように関心を持ち、熱心になってくれました。このことは私にとって喜ばしいことでした。以後、彼女は、私の根付探求のかけがえのないパートナーでありました。一緒に旅をするごとに、コレクションに加える新しい根付を購入しました。それは、いつでも私たちの至福の時でありました。

このコレクションをオークションに出品することで、多くの蒐集家、鑑定家の皆さまに、これらの芸術作品をご自分が所有する機会を提供したいと願うとともに、私たちは喜びと楽しみあふれる、かけがえのない根付にまつわる思い出を末長く大切にしていきたいと思えます。



Zodiac Animals

1 Y Φ

AN IVORY NETSUKE OF A RAT AND YOUNG

Early 19th century

The former seated, its body turned to the right, protecting its offspring seated on its parent's tail which passes forward between its legs, the rather worn ivory bearing a fine patina and the eyes inlaid; *unsigned*. 4.2cm (1 5/8in) high.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

象牙彫根付 鼠親子 無銘 19世紀前期

Provenance: purchased at Nagel, Stuttgart, June 2005, auction no.29A, lot 2450.

2

A WOOD NETSUKE OF A RAT

19th century

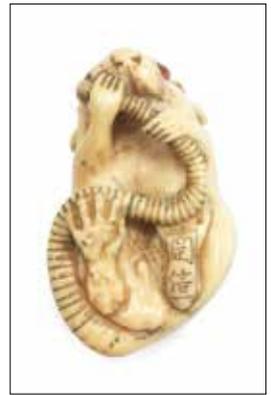
Seated on its haunches, its head lowered as it chews on a bean, a large bean pod beneath, the slightly worn wood bearing a good patina and the eyes inlaid; *unsigned*. 4.2cm (1 5/8in) wide.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

木彫根付 鼠 無銘 19世紀



3^YΦ

AN IVORY NETSUKE OF A RAT

By Okanobu, Kyoto, early 19th century

Seated, its body slightly turned to the right as it nibbles the end of its tail held by its forepaws which curls forward beneath and forms the *himotoshi*; signed *Okanobu*.

4.2cm (1 5/8in) wide.

£2,000 - 2,500

JPY320,000 - 400,000

US\$2,800 - 3,600

象牙彫根付 鼠 銘「岡信」 19世紀前期

Provenance: Princess Elisabeth von Anhalt and Princess of Hessen (1861-1955) collection.

Purchased at Auctionhaus Michael Zeller, Lindau, Germany, June 2011, auction no.109, lot 1209.



4

4
A SMALL EBONY NETSUKE OF A RECUMBENT OX

By Shorin, 19th century
 Lying with its head turned to the right and its legs drawn in to form a compact composition, the wood slightly worn and the eyes of bone with dark pupils; signed *Shorin*.
 4.2cm (1 5/8in) wide.

£600 - 700
 JPY95,000 - 110,000
 US\$850 - 1,000

木彫根付 牡牛 銘「正林」 19世紀

Provenance: purchased at Kunsthandel Kiefisch, Cologne, June 1978, auction no.12, lot 867.



5

5
TWO NETSUKE OF PORCELAIN AND STAG ANTLER

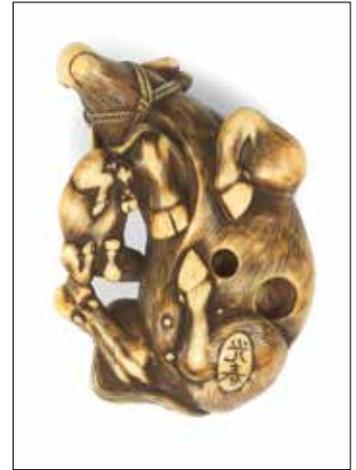
19th century
 The first of celadon-glazed porcelain, in the form of a duck resting on water, its head turned back as it preens its plumage, signed with impressed mark *Eiraku*, 3.7cm (1 1/2in) wide; the second a recumbent ox, of stag antler, lying with its head turned to the right and a rope halter passing over its back, *unsigned*, 5.4cm (2 1/8in) wide. (2).

£500 - 800
 JPY79,000 - 130,000
 US\$710 - 1,100

磁器根付 一点 (鴨)
 鹿角彫根付 一点 (牡牛)
 19世紀

Provenance: the first Raymond and Frances Bushell collection, purchased from Hans-Martin Schmitz, Cologne.
 The second purchased at Nagel, Stuttgart, November 2001, auction no.22A, lot 1481.

Published: the first illustrated by Raymond Bushell, *Netsuke Familiar and Unfamiliar*, Tokyo and New York, Weatherhill, 1975, no.463.



6YΦ

A FINE IVORY NETSUKE OF A COW AND CALF

By Mitsuharu, Kyoto, early 19th century

The former recumbent, her head turned to the left as her calf snuggles into her side, a rope halter passing over her back and their legs drawn in beneath, the well-toned ivory slightly worn and the pupils inlaid; signed in an oval reserve *Mitsuharu*.

6cm (2 3/8in) wide.

£6,000 - 8,000

JPY950,000 - 1,300,000

US\$8,500 - 11,000

象牙彫根付 雌牛と子牛 銘「光春」 19世紀前期

Provenance: purchased at Beaussant Lefèvre,
Paris, 29 April 2009, lot 243.

For another example of the subject by Mitsuharu, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.81, no.214.



7



8

7

A WOOD NETSUKE OF A TIGER AND MONKEY

By Hokkyo Ryusai, 19th century
The tiger seated, its head turned back to the left and bearing an angry expression as the monkey clammers on its back, grabbing its tail, the slightly worn wood of a good colour and the pupils inlaid; signed *Hokkyo Ryusai to*.
3.5cm (1 3/8in) wide.

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

木彫根付 虎と猿 銘「法橋立斎刀」 19世紀

Provenance: purchased at Kunsthandel Klefisch, Cologne, June 1978, auction no.12, lot 873.

Published: George Lazard, *Netsuke and Inro Artists and How to Read Their Signatures*, Honolulu, Reed Publishers, 1982, p.682, where the signature is misread as *Kusho*.

8YΦ

AN IVORY NETSUKE OF A RECUMBENT TIGER

Kyoto, 18th century
Lying with its head turned back to the left as it licks its raised hind leg while its tail passes forward over the left flank, the somewhat worn ivory bearing a good patina and the pupils inlaid; *unsigned*.
5.7cm (2 1/4in) wide.

£2,000 - 3,000
JPY320,000 - 480,000
US\$2,800 - 4,300

象牙彫根付 虎 無銘 18世紀



9

9YΦ

AN IVORY NETSUKE OF A TIGER ON BAMBOO

Early 19th century

The tiger seated on a thick section of bamboo, its head turned back to the left and its tail trailing to one side, the well-toned ivory slightly worn and the pupils inlaid, *unsigned*.

4.2cm (1 5/8in) wide.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 虎と竹 無銘 19世紀前期

Provenance: Johan Somerwil collection.
Kunsthandel Aalderink, B. V., Amsterdam, 2015.



10

10YΦ

AN IVORY NETSUKE OF A TIGER

By Okatori, Kyoto, early 19th century

Seated, turning to the right as it chews on a large bamboo shoot, its tail passing forward over its back and its legs drawn in to form a compact composition, one forming the *himotoshi*, in slightly worn and well-toned ivory, the pupils inlaid; signed in a rectangular reserve *Okatori*.

4.2cm (1 5/8in) wide.

£5,000 - 6,000

JPY790,000 - 950,000

US\$7,100 - 8,500

象牙彫根付 虎と筍 銘「岡佳」 19世紀前期

Provenance: Harry Seymour Trower collection.
W. Lewis collection.

Published: Eskenazi, *Japanese Netsuke, Ojime, Inro and Lacquerware*, London, 1984, no.61; Eskenazi, *Japanese Netsuke, Ojime and Inro from a Private European Collection*, London, 1998, p.100, no.115.

For a similar example by Okanobu, see George Lazarnick (ed.), *The Meinertzhagen Card Index of Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, no.615.



11

11^YΦ

AN IVORY NETSUKE OF A HARE

Early 19th century

Seated with its head raised and turned to the right, its ears folded back and its legs drawn in for compactness, the slightly worn ivory bearing a good patina and the pupils inlaid; *unsigned*.

3.8cm (1½in) high.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

象牙彫根付 兎 無銘 19世紀前期

Provenance: purchased at Beaussant Lefèvre, Paris, 4 April 2012, lot 158.



12

12^YΦ

AN IVORY NETSUKE OF A PIEBALD RABBIT

Early 19th century

Seated, with its head raised and turned to the right as it holds a branch of peaches beneath one raised forepaw, its body with large piebald patches of gold and black lacquer and its eyes inlaid; *unsigned*. 3.8cm (1½in) wide.

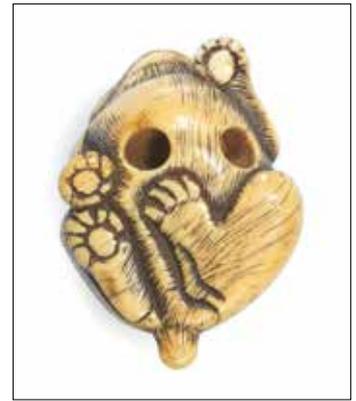
£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 兎 無銘 19世紀前期

A very similar example, without the lacquered piebald patches, is illustrated by Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.310, no.943.



13^YΦ

AN IVORY NETSUKE OF A SEATED RABBIT

Kyoto, early 19th century

Seated looking up, its body slightly turned, its ears drawn back and its front right paw raised to its chest, the slightly worn ivory bearing a good patina and the eyes inlaid; *unsigned*.

3.8cm (1½in) high.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

象牙彫根付 兎 無銘 19世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, November 2003, auction no.79, lot 370.



14

14^YΦ

AN IVORY NETSUKE OF A RABBIT

By Masatoshi, 19th century
Seated, its head turned to the left, bearing an alert expression, its ears folded back and its legs drawn in for compactness, one forming the *himotoshi*, the ivory slightly worn and the eyes inlaid; signed *Masatoshi* with *kao*.
3.5cm (1 3/8in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫根付 兎 銘「正利（花押）」
19世紀

Provenance: Offermann and Schmitz, Wuppertal, Germany, 1995.

The maker is recorded by Meinertzhagen as a possible member of the school of Masanao of Yamada but he also mentions his work showing affinities with that of Ichimin of Nagoya which is more likely on the evidence of the present lot.¹

Notes:

1. George Lazarnick, *Netsuke and Inro Artists and How to Read Their Signatures*, Honolulu, Reed Publishers, 1982, p.474.



15

15

A STAG ANTLER NETSUKE OF A DRAGON

Early 19th century
Of unusual form, the scaled body truncated and surmounted by the large head with open mouth and four inlaid 'eyes' on the crown, the mane filling at the back to form the *himotoshi*; *unsigned*.
8.9cm (3 1/2in) high.

£700 - 900
JPY110,000 - 140,000
US\$1,000 - 1,300

鹿角彫根付 龍 無銘 19世紀前期

Provenance: Juri Kolodotschko collection, purchased at Lempertz, 14 June 2014, auction no.1036, lot 244.



16

16^YΦ

AN IVORY NETSUKE OF A DRAGON

Kyoto, 18th century
The fearsome creature curled as it emerges from a swirling cloud, clutching a large smooth ball, part of the cloud forming the *himotoshi*, the ivory somewhat worn and bearing a fine patina; *unsigned*.
4.8cm (1 7/8in) high.

£2,000 - 3,000
JPY320,000 - 480,000
US\$2,800 - 4,300

象牙彫根付 雲龍 無銘 18世紀

Provenance: purchased at Nagel, Stuttgart, November 1997, auction no.13A, lot 1288.



17

AN UNUSUAL STAG-ANTLER NETSUKE OF A DRAGON

Early/mid 19th century

Resting with its body coiled in three loops, its head at the top with long flowing whiskers and inlaid gilt-metal pupils, part of its body forming a natural *himotoshi* beneath; *unsigned*.

4.2cm (1 5/8in) wide.

£3,000 - 4,000

JPY480,000 - 640,000

US\$4,300 - 5,700

鹿角彫根付 龍 無銘 19世紀前期/中期

Provenance: Hans-Martin Schmitz, Cologne, 2012.

This is a model more commonly seen in ivory and exhibits a fine use of stag antler, a notoriously difficult medium for carving.



18

18

TWO NETSUKE OF WOOD AND WALNUT

The first by Hokuzan and the second after Kagetoshi, late 19th century
The first of a dragon writhing amid swirling clouds, one drifting cloud forming the *himotoshi* and the dragon's eyes inlaid with mother of pearl, signed *Hokuzan*, 3.8cm (1½in) high; the second of walnut carved in relief with two dragons among clouds; inscribed *Kagetoshi*, 3.8cm (1½in) high. (2).

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

木彫根付 一点 (雲龍)
胡桃彫根付 一点 (雲龍)
19世紀後期

Provenance: the first purchased at Beaussant Lefèvre, Paris, 21 June 2000, lot 181. The second purchased at Kunsthandel Klefisch, Cologne, November 1987, auction no.35, lot 843.



19

19^{YΦ}

AN IVORY NETSUKE OF A DRAGON-FISH

18th century
Shown swimming, the scaly fish facing ahead, its mouth open and its tail curling forwards to form a compact elongated composition in somewhat worn and richly patinated ivory; *unsigned*. 7.3cm (2 7/8in) wide.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

象牙彫根付 鯪 無銘 18世紀

Provenance: W. L. Behrens collection, no.1525.
Purchased at Nagel, Stuttgart, May 2006, auction no.31A, lot 2610.

Published: H. L. Joly, *The W. L. Behrens Collection, Part I, Netsuke*, London, Glendining & Co. Ltd., 1913, no.1525, illus. pl.XXVII.



20^YΦ

AN IVORY NETSUKE OF A DRAGON

By Yoshitomo, Kyoto, early 19th century

The creature coiled, its head at the top with open mouth as it clutches a coral jewel with one claw, one hind foot trailing beneath to form the *himotoshi*, the details spiritedly carved in lightly toned ivory and the eyes of pale translucent horn with dark pupils; signed in an oval reserve *Yoshitomo*. 5.4cm (2 1/8in) wide.

£6,000 - 8,000

JPY950,000 - 1,300,000

US\$8,500 - 11,000

象牙彫根付 龍 銘「吉友」 19世紀前期

Provenance: Juri Kolodotschko collection, purchased at Lempertz, Cologne, 14 June 2014, auction no.1036, lot 145.



21



21
A WOOD NETSUKE OF A SNAKE

By Masakazu, Gifu, 19th century
Coiled in three asymmetrical loops, the head resting at the top and part of its body forming the *himotoshi* beneath, the slightly worn wood with a good patina and the pupils inlaid; signed in an oval reserve *Masakazu*. 4.5cm (1¾in) wide.

£1,200 - 1,500
JPY190,000 - 240,000
US\$1,700 - 2,100

木彫根付 蛇 銘「正一」 19世紀

Provenance: purchased at Beaussant Lefèvre, Paris, 20 November 2009, lot 293.



22



22
AN EBONY NETSUKE OF A SNAKE

By Morimitsu, 19th century
Coiled in an elaborate series of loops, the head resting at the top and part of the scaly body forming the *himotoshi*; signed *Morimitsu*. 3.8cm (1½in) wide.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

黒檀彫根付 蛇 銘「守光」 19世紀

Provenance: Charles A. Greenfield collection, purchased at Sotheby's, New York, 24 March 1999, lot 48.



23

A WOOD NETSUKE OF A SNAKE

By Tametaka, Nagoya, 18th century

Coiled in tight loops with its head at the top and a natural gap forming the *himotoshi*, the compact composition in slightly worn and well-patinated wood; signed *Tametaka*.

3.8cm (1½in) wide.

£6,000 - 8,000

JPY950,000 - 1,300,000

US\$8,500 - 11,000

木彫根付 蛇 銘「為隆」 18世紀

Provenance: Isaacson collection.

Harriet Szechenyi collection, purchased in these rooms,
8 November 2011, lot 172.

Published: Rosemary Bandini, *Shishi and Other Netsuke*,
The Collection of Harriet Szechenyi, London, 1999, p.82, no.116.

For a very similar example in the British Museum, see Richard Barker
and Lawrence Smith, *Netsuke, The Miniature Sculpture of Japan*,
London, British Museum Publications, 1976, p.95, no.164.



24



24^YΦ

AN IVORY NETSUKE OF A SNAKE

19th century

Coiled in several tight loops, the head at the top and its tail trailing beneath, the slightly worn ivory bearing a good patina and the eyes inlaid; *unsigned*. 4.2cm (1 5/8in) wide.

£2,000 - 2,500

JPY320,000 - 400,000

US\$2,800 - 3,600

象牙彫根付 蛇 無銘 19世紀

Provenance: purchased at Beaussant Lefèvre, Paris, 20 November 2009, lot 195.



25



25^YΦ

A RARE IVORY NETSUKE OF A HORSE-HEADED SEAL

18th century

Of simplified form, the head bent forward over the chest and the globular truncated body engraved with stiff leaves, carved in relief below with formalised seal characters, the somewhat worn ivory bearing a fine rich patina; *unsigned*. 4.5cm (1 3/4in) high.

£1,500 - 1,800

JPY240,000 - 290,000

US\$2,100 - 2,600

象牙彫印根付 馬 無銘 18世紀

Provenance: W. L. Behrens collection. Purchased at Nagel, Stuttgart, November 1996, auction no.11A, lot 1000.

Published: H. L. Joly, *The W. L. Behrens Collection, Part 1, Netsuke*, London, Glendining & Co. Ltd, 1913, no.2723, illus. pl.XXXIV.

The model is that illustrated by Inaba Tsuruyu, *Soken Kisho*, vol.7, Osaka, Suhara Mohei et al., 1781, p.28.



26



27

26^YΦ

AN IVORY NETSUKE OF A GRAZING HORSE

Late 18th/early 19th century

Standing in a typical attitude with its head lowered to the left and one foreleg bent, its tail trailing at the back and carved in low relief, the well-toned ivory slightly worn and the pupils inlaid; *unsigned*.

6.7cm (2 5/8in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 馬 無銘 18世紀後期/19世紀前期

Provenance: André Lichtenberger collection, sold at Ader Picard Tajan, Paris, 17 October 1979, lot 153. Kunsthandel Frieder Aichele, Stuttgart, Germany.

27^YΦ

AN IVORY LARGE NETSUKE OF A GRAZING HORSE

Late 18th century

Standing with its head lowered to the left, one foreleg bent and three hooves together, its body covered with a horse-blanket loosely fastened over the back and tied with a rope, its tail trailing at the back and forming the *himotoshi*, the slightly worn ivory bearing a fine patina and the pupils inlaid; *unsigned*.

9.2cm (3 5/8in) high.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

象牙彫根付 馬 無銘 18世紀後期

Provenance: purchased at Piasa, Paris, 13 December 2011, lot 242.



28

28

A WOOD NETSUKE OF A RECUMBENT GOAT

By Kokei, Kuwana, Ise Province, early 19th century
Lying in a typical attitude, its head raised and turned to the left, its horns drawn back and its legs folded beneath to make a compact composition, one leg forming the *himotoshi*, the slightly worn wood bearing a fine patina; signed *Kokei*.
4.5cm (1¾in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

木彫根付 山羊 銘「虎溪」 19世紀前期



29

29

A WOOD NETSUKE OF A RECUMBENT GOAT

By Tanaka Minko (1735-1816), late 18th/early 19th century
Lying with its head raised and its body curved slightly to the left, its horns drawn back and its legs folded beneath to make a compact composition, one forming the *himotoshi*, the slightly worn wood of a good colour and the eyes of brass with dark pupils; signed *Minko* with *kao*. 4.5cm (1¾in) wide.

£3,500 - 4,000
JPY560,000 - 640,000
US\$5,000 - 5,700

木彫根付 山羊 銘「岷江（花押）」 18世紀後期/19世紀前期

Provenance: sold at Hotel Drouot, Paris, 16 October 1990.
Purchased at Piasa, Paris, 16 December 2004, lot 179.

For similar examples, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd and Sotheby Parke Bernet Publications, 1974, p.210, no.642; Richard Barker and Lawrence Smith, *Netsuke, The Miniature Sculpture of Japan*, London, British Museum Publications, 1976, p.109, no.202; George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc, 1986, p.507.



30^YΦ

A FINE IVORY NETSUKE OF A RECUMBENT GOAT

By Masayoshi, 19th century

Lying with its head turned back to the left, its horns drawn back and its legs folded beneath for compactness, the slightly worn ivory with a good tone and the pupils inlaid; signed in an oval reserve *Masayoshi*. 5.1 cm (2in) wide.

£6,000 - 8,000

JPY950,000 - 1,300,000

US\$8,500 - 11,000

象牙彫根付 山羊 銘「正義」 19世紀

Provenance: Lord Duveen collection.

Mrs Isobel Sharpe collection.

M. T. Hindson collection.

Sheila Baker collection.

Rutherston and Bandini Ltd., 2011.

Published: Neil K. Davey, *Netsuke: a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.201, no.610.

Rutherston and Bandini Ltd., *The Sheila M. Baker Collection of Japanese Netsuke and Inro*, London, 2011, no.40.



31



32



33

31
A WOOD NETSUKE OF A MONKEY

19th century
Seated, vigorously chewing on a peach, a branch of two peaches and foliage at its feet, one leg forming the *himotoshi*, the well-toned wood slightly worn and the eyes of pale translucent horn with dark pupils; *unsigned*.
3.8cm (1½in) high.

£700 - 800
JPY110,000 - 130,000
US\$1,000 - 1,100

木彫根付 猿 無銘 19世紀

The present lot, which appears to have been executed in the early to middle part of the 19th century, is of a model often seen in the work of Kano Tomokazu and his followers.

32^{Y Φ}
AN IVORY NETSUKE OF A MONKEY

Early 19th century
Seated, turning to the left and eating a morsel of food while clutching a large peach, forming a compact composition in slightly worn and well-toned ivory; *unsigned*.
3.5cm (1 3/8in) wide.

£800 - 1,000
JPY130,000 - 160,000
US\$1,100 - 1,400

象牙彫根付 猿 無銘 19世紀前期

Provenance: Scott Meredith collection. Barry Davies Oriental Art, London, 1995.

Published: Barry Davies Oriental Art, *100 Selected Pieces from the Netsuke Collection of Scott Meredith and 50 from Another Private American Collection*, London, 1995.

33^{Y Φ}
AN IVORY NETSUKE OF A MONKEY

By Masatami, late 19th century
Seated, looking up to the right while holding a large fruit on a branch over its shoulder, its legs crossed to form the *himotoshi*, the ivory lightly stained and the eyes inlaid; signed *Masatami*.
3.2cm (1¼in) high.

£800 - 1,000
JPY130,000 - 160,000
US\$1,100 - 1,400

象牙彫根付 猿 銘「正民」 19世紀後期

Provenance: purchased at Morel, Sarl Hotel des Ventes de Saint-Die, Saint-Dié-des-Vosges, France, 20 March 2011, lot 173.



34

34^{YΦ}

AN IVORY NETSUKE OF A MONKEY AND CATFISH

18th century
 The large catfish lying in an arc and almost crushing the lower part of the monkey which sits, trying to restrain it with a double gourd, the slightly worn ivory bearing a rich patina and the fish's pupils inlaid; unsigned. 5.7cm (2 1/4in) wide.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

象牙彫根付 猿と鯰 無銘 18世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2004.

For a very similar example, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.315, no.963.

The name *Kozan* has been lightly inscribed on the underside.



35

35^{YΦ}

AN IVORY NETSUKE OF A MONKEY

19th century
 Seated, facing ahead and scratching its right flank, one hand resting beneath and its legs crossed at the front, the ivory slightly worn and the eye pupils inlaid; inscribed in a rectangular reserve *Ranichi*. 3.5cm (1 3/8in) wide.

£2,000 - 3,000
 JPY320,000 - 480,000
 US\$2,800 - 4,300

象牙彫根付 猿 銘「蘭一」 19世紀

Provenance: Virginia Atchley collection. Sydney L. Moss Ltd., London, 1994.

Published: Bernard Hurtig, *Masterpieces of Netsuke Art: One Thousand Favourites of Leading Collectors*, Tokyo and New York, Weatherhill, 1973, p.29, no.35.

The work is similar to a number of netsuke signed by or attributed to Kaigyokusai Masatsugu (see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.52, nos. 121/122) and the signature *Ranichi*, engraved in a sunken panel, is probably a later edition.



36

36

A WOOD NETSUKE OF A COCKEREL

By Harumitsu, Ise, late 19th century

Seated, facing ahead and with its long tail erect, its legs drawn in beneath and its feet forming the *himotoshi*; signed *Harumitsu*.

5.1cm (2in) wide.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 鶏 銘「春光」 19世紀後期

Provenance: Albert Randerath, Heinsberg, Germany, 1993.

A similar study of a cockerel with chick, by Harumitsu, is illustrated by George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.128.



37

37^{YΦ}

AN IVORY NETSUKE OF A COCKEREL

Early 19th century

Perched on a drum, its head turned back to the right and its long tail erect, the slightly worn ivory bearing a good patina and the drum studs inlaid; *unsigned*.

4.5cm (1¾in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 閑古鳥 無銘 19世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, March 2001, auction no.72, lot 310.



38^YΦ

AN IVORY NETSUKE OF A COCKEREL

By Okatomo, Kyoto, early 19th century

Facing ahead, its body turned slightly to the left, its tail erect and its legs folded beneath for compactness, the slightly worn ivory of a good colour and the pupils inlaid; signed in a rectangular reserve *Okatomo*.
4.2cm (1 5/8in) wide.

£3,000 - 4,000

JPY480,000 - 640,000

US\$4,300 - 5,700

象牙彫根付 鶏 銘「岡友」 19世紀前期

Provenance: purchased at Beaussant Lefèvre,
Paris, 29 April 2009, lot 242.



39

39
**A LARGE WOOD NETSUKE
 OF A STYLISED SPARROW**

By Tomomasa, early 19th century
 Of simplified form, flying with its head turned to the left, its short stubby wings lowered and its short tail erect, the slightly worn wood of a good colour and the eyes inlaid; signed in an oval reserve *Tomomasa*.
5cm (2in) wide.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

木彫根付 福良雀 銘「友正」
 19世紀前期

Provenance: purchased at Tessier Sarrou & Associés, Paris, 12 February 2014, lot 162.



40

40^{YΦ}
**AN IVORY NETSUKE
 OF A STYLISED SPARROW**

By Tomoharu, Kyoto, 18th century
 The chubby bird carved in a traditional manner, with short stubby wings and erect tail, the feet carved in a low relief beneath, the ivory somewhat worn and the eyes inlaid; signed in a rectangular reserve *Tomoharu*.
6cm (2 3/8in) wide.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

象牙彫根付 福良雀 銘「友春」 18世紀

Provenance: M. T. Hindson collection. Hildegard Flachsman, Kronberg, Germany, 1996.

Published: Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.73, no.189 (described but not illustrated).



41

41
**AN UNUSUAL WOOD NETSUKE
 OF A STYLISED SPARROW**

By Masatada, 19th century
 Of simplified form, shown flying with wings outstretched, carved on all sides with formal designs, the slightly worn wood bearing a good patina; signed in a rectangular reserve *Masatada*.
4.5cm (1 3/4in) wide.

£600 - 700
 JPY95,000 - 110,000
 US\$850 - 1,000

木彫根付 雀 銘「正忠」 19世紀

Provenance: purchased at Kunsthandel Klefisch, Cologne, December 1978, auction no.13, lot 877.



42

A WOOD NETSUKE OF A RESTING DUCK

By Hara Shumin III, Edo, 19th century
Seated with its head turned back to the left, its beak resting on its wing, forming a compact composition in slightly worn and well-toned wood, one *himotoshi* ringed with green-stained bone; signed *Shumin*.
5.1cm (2in) wide.

£3,000 - 3,500

JPY480,000 - 560,000

US\$4,300 - 5,000

木彫根付 鴨 銘「舟民」 19世紀

Provenance: purchased at Kunsthandel Klefisch, November 1995, auction no.59, lot 363.

For a drawing of the same subject by Hara Shumin, see George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.776. Another, from the Charles A. Greenfield collection, was sold at Sotheby's, New York, 24 March 1999, lot 73.



43

43^YΦ

AN IVORY NETSUKE OF A SEABIRD

Early 19th century
Resting on water, facing ahead and with a stern expression, its wings crossed over the tail, forming a compact composition in lightly toned ivory; *unsigned*.
4.8cm (1 7/8in) wide.

£1,200 - 1,500
JPY190,000 - 240,000
US\$1,700 - 2,100

象牙彫根付 海鳥 無銘 19世紀前期

Provenance: André Lichtenberger collection, sold at Ader Picard Tajan, Paris, 19 February 1979, lot 157. Purchased at Piasa, Paris, 1998.



44

44^YΦ

AN IVORY NETSUKE OF A YOUNG BIRD

19th century
The plump bird seated, facing ahead, its short stubby wings carved in low relief and its feet folded beneath to make a compact composition in slightly worn and well-toned ivory, the eyes inlaid; *unsigned*.
4.5cm (1 3/4in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫根付 若鳥 無銘 19世紀

Provenance: André Lichtenberger collection, sold at Ader Picard Tajan, Paris, 19 February 1979, lot 159.



45

45^YΦ

AN IVORY NETSUKE OF A DOMESTIC DOG

Early 19th century
Of lean build, seated with its head lowered to the left, its legs drawn in and wearing a simulated leather collar, the slightly worn ivory bearing a good patina and the pupils inlaid, *unsigned*. 6.7cm (2 5/8in) high.

£1,200 - 1,500
JPY190,000 - 240,000
US\$1,700 - 2,100

象牙彫根付 犬 無銘 19世紀前期

Provenance: purchased at Piasa, Paris, 30 November 2005, lot 148.



46^YΦ

AN IVORY NETSUKE OF A PUPPY

By Okatori, Kyoto, early 19th century
Seated, its body turned slightly to the left and bearing an alert expression as it grips a short line attached to an abalone shell, the slightly worn ivory of a good colour and the eyes inlaid; signed *Okatori*. 3.8cm (1½in) wide.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

象牙彫根付 仔犬 銘「岡佳」 19世紀
前期

Provenance: Alain Ducros collection.
Harald Hayen, Norderney, Germany, 1998.

Published: Alain Ducros, *Netsuke et
Sagemono*, Paris, 1978, p.52, no.16.



47^YΦ

AN IVORY NETSUKE OF A WILD DOG

By Ranshu, Kyoto, 19th century
Seated, leaning forward with its head lowered
and its legs drawn in to form a compact
composition, its tail passing forward between
the hind legs to form the *himotoshi*, the
slightly worn ivory bearing a good patina;
signed in an oval reserve *Ranshu*.
4.5cm (1³/₄in) wide.

£2,000 - 2,500

JPY320,000 - 400,000

US\$2,800 - 3,600

象牙彫根付 山犬 銘「蘭秀」 19世紀



48

48
A WOOD NETSUKE OF TWO PUPPIES
 By Masakatsu, Ise, late 19th century
 Playfully fighting, one, which bears etched piebald patches on its body, pinning the other to the ground on its back, the well-patinated wood slightly worn and the eyes with inlaid pupils; signed *Masakatsu*.
 3.2cm (1¼in) wide.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

木彫根付 仔犬二匹 銘「正勝」
 19世紀後期

Provenance: purchased at Morel, Sarl Hotel des Ventes de Saint-Die, Saint-Dié-des-Vosges, France, 20 March 2011, lot 174.



49

49
A WOOD NETSUKE OF A PIEBALD PUPPY
 By Masanao, Ise, 19th century
 Seated with its head turned to the left, its forelegs outstretched and its hind legs drawn in, one forming the *himotoshi*, the wood slightly worn and the pupils inlaid; signed *Masanao*.
 3.2cm (1¼in) high.

£600 - 800
 JPY95,000 - 130,000
 US\$850 - 1,100

木彫根付 仔犬 銘「正直」 19世紀

Provenance: Margot Lörcher, Stuttgart, Germany.

For a somewhat similar study of a pup by Masanao, see Alain Ducros, *Netsuke et Sagemono*, Paris, 1978, p.64, no.91.



50

50^YΦ
A WALRUS IVORY OF A PUPPY
 Late 19th century
 Seated, facing ahead and with one forepaw resting on an abalone shell, one leg forming the *himotoshi*, its body etched with piebald patches and its small eyes inlaid; *unsigned*.
 3.8cm (1½in) high.

£600 - 700
 JPY95,000 - 110,000
 US\$850 - 1,000

セイウチ牙彫根付 仔犬 無銘
 19世紀後期



51



52

51^Y

A WOOD NETSUKE OF A RECUMBENT BOAR

By Tomin, Tsu, early 19th century
Lying with its body curved to the right and its legs folded beneath to make a compact composition in slightly worn and well-patinated wood, the tusks inlaid with natural tusk; signed in a rectangular reserve *Tomin*.
5.1cm (2in) wide.

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

木彫根付 猪 銘「東岷」 19世紀前期

Provenance: Albert Randerath, Heinsberg in 1991.

52^{YΦ}

AN IVORY NETSUKE OF A RECUMBENT BOAR

Kyoto, 18th century
Lying asleep on a bed of autumn foliage, its head lowered and turned to the right, its legs drawn in to make a compact composition in somewhat worn and well-patinated ivory; *unsigned*.
5.1cm (2in) wide.

£3,000 - 4,000
JPY480,000 - 640,000
US\$4,300 - 5,700

象牙彫根付 猪 無銘 18世紀

Provenance: purchasd at Piasa, Paris, 8 December 1999, lot 219.



53^YΦ

AN IVORY NETSUKE OF A RECUMBENT WILD BOAR

Kyoto, 18th century

Lying asleep on a thick bed of autumn leaves, its ears drawn back and its legs folded beneath for compactness, the well-toned ivory slightly worn; *unsigned*.

5.7cm (2¼in) wide.

£5,000 - 6,000

JPY790,000 - 950,000

US\$7,100 - 8,500

象牙彫根付 猪 無銘 18世紀

Provenance: purchased at Tessier-Sarrou & Associés, Paris, 12 February 2014, lot 121.

The model is very similar in form to the example by Tomotada of Kyoto, illustrated by Neil K. Davey, *Netsuke, a Comprehensive Study based on the M. T. Hindson Collection*, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, London, 1974, p.69, no.178.



54



55



56



Other Animals and Insects

54
TWO WOOD NETSUKE
 Late 18th/early 19th century
 The first of a *tanuki* (Japanese raccoon dog) seated, drumming its stomach in typical style, boldly rendered in slightly worn and well-patinated wood, inscribed *Minko*, 3.2cm (1 1/4in) high; the second of two eggplants of differing size, attached to a stalk with large leaves, the somewhat worn wood bearing a fine patina; unsigned, 4.5cm (1 3/4in) wide. (2).

£800 - 1,000
 JPY130,000 - 160,000
 US\$1,100 - 1,400

木彫根付 二点 (狸、茄子)
 18世紀後期/19世紀前期

Provenance: the first purchased at Nagel, May 2001, auction no.21A, lot 3575.

55
AN UNUSUALLY SMALL WOOD NETSUKE OF A TANUKI (JAPANESE RACCOON DOG)
 Early 19th century
 Seated, drumming its stomach, with one arm raised aloft and the tail trailing at the back to form the *himotoshi*, the wood slightly worn and bearing a good patina; signed illegibly [*..Itada*]. 3.2cm (1 1/4in) high.

£600 - 800
 JPY95,000 - 130,000
 US\$850 - 1,100

木彫根付 狸 銘「..忠」 19世紀前期

Provenance: Mannstaedt collection. Purchased at Kunsthandel Klefisch, Cologne, November 1988, auction no.36, lot 523.

56
A WOOD NETSUKE OF A TANUKI (JAPANESE RACCOON DOG)
 By Kokei, Kuwana, Ise Province, 19th century
 Seated in a typical manner, its head raised with mouth open as it drums its stomach, one paw held aloft, the wood slightly worn and bearing a good patina; signed *Kokei*. 3.5cm (3 3/8in) high.

£800 - 1,000
 JPY130,000 - 160,000
 US\$1,100 - 1,400

木彫根付 狸 銘「虎溪」 19世紀

A drawing of a *tanuki* in similar pose by Kokei is illustrated by George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.364.



57

57^YΦ

AN IVORY NETSUKE OF A DOMESTIC CAT

18th century

Seated on a rectangular base, facing ahead and wearing a knotted collar, its back arched and its chest bulging out beneath the neck, the rather worn ivory bearing a fine patina; *unsigned*. 3.8cm (1½in) high.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

象牙彫印形根付 猫 無銘 18世紀

Provenance: Albert Brockhaus collection. Eskenazi, London, 1998.

Published: Albert Brockhaus, *Netsuke*, Leipzig, F. A. Brockhaus, 1909, p.54, no.92. Eskenazi, *Japanese Netsuke, Ojime and Inro from a European Private Collection*, London, 1998, p.115, no.133.



58

58^YΦ

AN IVORY NETSUKE OF A CAT

Late 18th/early 19th century

Lying with its body curled to the right and wearing a knotted collar as it slumbers on a large fan, the handle of which is looped for compactness, the somewhat worn ivory bearing a fine patina; *unsigned*. 4.5cm (1¾in) wide.

£800 - 1,200
JPY130,000 - 190,000
US\$1,100 - 1,700

象牙彫根付 猫と団扇 無銘 18世紀後期/19世紀前期

Provenance: Harald Hayen, Norderney, Germany, 1999.



59

59^YΦ

AN IVORY NETSUKE OF A BAT

Early 19th century

Shown suspended with its wings drawn in, flanking its body to make a compact composition in slightly worn and well-toned ivory, the eyes inlaid; *unsigned*. 3.8cm (1½in) wide.

£1,200 - 1,500
JPY190,000 - 240,000
US\$1,700 - 2,100

象牙彫根付 蝙蝠 無銘 19世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, 27 April 2013, auction no.99, lot 278.

For another example of this model, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.319, no.976.



60

60
A WOOD NETSUKE OF A SNAIL ON REISHI FUNGUS

By Shigemasa, 19th century
 The snail slithering over the large *reishi* fungus head, the stalk of which trails beneath to form the *himotoshi*, the wood unworn and variously stained for effect; signed *Shigemasa* with *kao*.
 4.2cm (1 5/8in) wide.

£2,500 - 3,000
 JPY400,000 - 480,000
 US\$3,600 - 4,300

木彫根付 蝸牛と靈芝 銘「重正（花押）」 19世紀

Provenance: Alice Boney collection.
 Raymond and Frances Bushell collection.
 Previously sold at Christie's, Los Angeles, 28 January 1989, lot 33.
 Harald Hayen, Norderney, Germany, 1997.

Published: Raymond Bushell, *Collectors' Netsuke*, New York and Tokyo, Weatherhill, 1971, p.89, no.104.



61

61
A WOOD NETSUKE OF A SNAIL

By Sari, Iwashiro Province, early 19th century
 The mollusc emerging from its shell and turning back over the top, its optic tentacles extended and part of its fleshy body forming the *himotoshi* beneath, the slightly worn wood of a good colour; signed *Sari*. 4.5cm (1 3/4in) wide.

£2,000 - 3,000
 JPY320,000 - 480,000
 US\$2,800 - 4,300

木彫根付 蝸牛 銘「左里」 19世紀前期

Provenance: purchased at Sotheby's, London,
 15 November 2000, lot 140.

For an almost identical example, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.257, no.794.



62

A WOOD NETSUKE OF A SNAIL

By Tomokazu, Gifu, 19th century

Emerging from its shell and folded back over the top with its optic tentacles extended, part of the flesh beneath forming the *himotoshi*, the wood dark stained; signed in a rounded rectangular reserve
Tomokazu. 3.8cm (1½in) wide.

£4,000 - 5,000

JPY640,000 - 790,000

US\$5,700 - 7,100

木彫根付 蝸牛 銘「友一」 19世紀

Provenance: Alan Liss collection.
Rosemary Bandini, London, 2013.

Published: George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.901.
Rosemary Bandini, *In a Nutshell: Japanese Netsuke from European Collections*, London, 2013, p.82, no.162.



63



64



63

A WOOD NETSUKE OF A CICADA

19th century

Resting, with its wings drawn in, on a small roof-tile, carved in relief on the end with a *mitsudomoe* (three comma) crest within a ring of beads, crisply rendered in dark stained wood; *unsigned*.

5.1cm (2in) wide.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 丸瓦に蟬 無銘 19世紀

Provenance: Albert Randerath, Heinsberg, Germany, 1992.

64^{YΦ}

TWO NETSUKE OF WOOD AND IVORY

19th century

The first of wood, in the form of a terrapin crawling on a large folded lotus leaf of elongated section, the somewhat worn wood bearing a good patina, *unsigned*, 7.9cm (3 1/8in) wide; the second of ivory, a rat emerging from beneath ferns and a rope in a winnowing basket, the slightly worn ivory of a good colour and the rat's eyes inlaid, *unsigned*, 4.8cm (1 7/8in) wide. (2).

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 一点 (蓮の葉に亀)

象牙彫根付 一点 (笊に鼠)

19世紀

Provenance: the first Margot Lörcher, Stuttgart, Germany, 1973.

The second Harald Hayen, Norderney, Germany, 2000.

The model of the first is that associated with the netsuke makers of Iwami Province working at the end of the 18th and the beginning of the 19th century.



65



66



67

65

A WOOD NETSUKE OF A TURTLE

By Tokuji, early 19th century
The broad-shelled turtle climbing over a large group of coral, its head emerging from its carapace and turning to the right, the slightly worn wood bearing a fine patina; signed *Gyonen nanajuni* (at the age of 72) *Tokuji* with *kao*.
4.7cm (1 7/8in) wide.

£800 - 1,200
JPY130,000 - 190,000
US\$1,100 - 1,700

木彫根付 珊瑚と亀
銘「行年七十二 得二（花押）」
19世紀前期

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2003.

This maker appears to be unrecorded.

66

A WOOD NETSUKE OF A TORTOISE

By Eibi, 19th century
Shown almost completely withdrawn into its shell, its legs folded in to make a compact composition, the removable central section of the shell forming the *himotoshi*, the slightly worn wood dark stained; signed *Eibi*.
4.5cm (1 3/4in) wide.

£700 - 800
JPY110,000 - 130,000
US\$1,000 - 1,100

木彫根付 亀 銘「曳尾」 19世紀

Provenance: Harald Hayen, Norderney, Germany, 1999.

Published: George Lazarnick, *Netsuke and Inro Artists and How to Read Their Signatures*, Honolulu, Reed Publishers, 1982, p.359.

67

A WOOD NETSUKE OF A TOAD

Late 18th/early 19th century
Facing ahead, its head slightly raised and its feet drawn in to make a compact composition, the slightly worn wood bearing a good colour and the eyes inlaid; *unsigned*.
6cm (2 3/8in) wide.

£600 - 800
JPY95,000 - 130,000
US\$850 - 1,100

木彫根付 蝦蟇蛙 無銘
18世紀後期/19世紀前期

Provenance: Princess Elisabeth von Anhalt and Princess of Hessen (1861-1955) collection.

Purchased at Auctionhaus Michael Zeller, Lindau, Germany, June 2011, auction no.109, lot 1232.



68

68
**A WOOD NETSUKE OF
 A TOAD ON SANDAL**

By Kokei, Kuwana, Ise Province,
 early 19th century

The toad crouching on a discarded straw sandal, its body slightly turned to the left as it prepares to leap, the thong of the sandal forming the *himotoshi*; signed *Kokei*.
 4.5cm (1¾in) wide.

£600 - 800
 JPY95,000 - 130,000
 US\$850 - 1,100

木彫根付 蝦蟇蛙 銘「虎溪」
 19世紀前期

Provenance: the Margot Lörcher gallery,
 Stuttgart.



69

69
**A WOOD NETSUKE OF
 A TOAD ON A SANDAL**

By Masanao, Ise, 19th century

The large toad seated on a small straw sandal, its body turned slightly to the right and the thong of the sandal forming the *himotoshi* beneath, the slightly worn wood of a good colour and the eyes inlaid; signed in a rectangular reserve *Masanao*.
 4.5cm (1¾in) wide.

£600 - 800
 JPY95,000 - 130,000
 US\$850 - 1,100

木彫根付 蝦蟇蛙と草履 銘「正直」
 19世紀

Provenance: purchased at Nagel, Stuttgart,
 8 May 2013, auction no.695A, lot 3094.



70

70
**A WOOD NETSUKE OF
 A TOAD ON DRIFTWOOD**

By Gyokkei, 19th century

The toad seated on an old section of driftwood carved with a fine grain beneath, turning slightly to the left, the wood dark stained and the eyes inlaid; signed *Gyokkei*.
 4.2cm (1 5/8in) wide.

£600 - 800
 JPY95,000 - 130,000
 US\$850 - 1,100

木彫根付 蝦蟇蛙と流木 銘「玉桂」
 19世紀

Provenance: purchased at Kunsthandel
 Klefisch, Cologne, May 1993.



71^YΦ

A RARE IVORY NETSUKE OF A TOAD

By Masakatsu, Ise Province, 19th century

The plump toad crouching, turning slightly to the left, its throat partially distended beneath its wide mouth and its legs folded beneath to make a compact composition in lightly stained ivory, the eyes inlaid; signed *Masakatsu*.

4.5cm (1¾in) wide.

£4,000 - 5,000

JPY640,000 - 790,000

US\$5,700 - 7,100

象牙彫根付 蝦蟇蛙 銘「正勝」 19世紀

Provenance: Alan R. Liss collection.

Ed Witte collection.

Rutherston and Bandini Ltd., 2013.

Masakatsu was a student of Masanao I of Yamada, Ise Province and worked mainly in wood, although some ivory examples have been recorded.

For an ivory netsuke of a toad on a sandal, carved by Masakatsu in similar style, see Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.226, no.698; also illustrated in George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.418.



72

72
**A KUROGAKI (BLACK-PERSIMMON)
 WOOD NETSUKE OF A FUGU FISH**

By Kokei, 19th century
 Shown with typically distended body, facing ahead and with its tail outstretched, the darker part of the wood at the top, with the paler part below; signed *Kokei*.
 5.7cm (2¼in) wide.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

黒柿彫根付 河豚 銘「虎溪」 19世紀

Provenance: Raymond and Frances Bushell collection.
 Harald Hayen, Norderney, Germany, 2000.

Published: Raymond Bushell, *Collectors' Netsuke*, New York and Tokyo, Weatherhill, 1971, p.67, no.85, where the signature has been read as Kokei although the second *kanji* is partly obliterated.



74



73

73^{YΦ}
**AN IVORY NETSUKE OF AN OCTOPUS
 AND FISH IN A BASKET**

19th century
 The octopus resting with a large fish and an abalone in a shallow basket of rounded rectangular form, its legs and tentacles trailing over the edges; *unsigned*.
 4.5cm (1¾in) wide.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

象牙彫根付 海幸 無銘 19世紀

Provenance: Carlo Monzino collection, sold at Sotheby's, London, 21 June 1995, lot 119.

74^{YΦ}
**AN IVORY NETSUKE OF
 AN OCTOPUS AND FISH**

By Masakazu, 19th century
 The octopus trying to escape from a long straw basket of shells, alongside a writhing fish, the slightly-worn ivory stained for effect and the eyes inlaid; signed in a gourd-shaped reserve *Masakazu*.
 8.2cm (3¼in) wide.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

象牙彫根付 海幸 銘「正一」 19世紀

Provenance: Y. Ouchi, Tokyo, 1971.



75

75
A WOOD NETSUKE OF AN OCTOPUS

Early 19th century
 Resting with its legs and tentacles curling up around its large head, one looping at the back to form the *himotoshi* to make a compact composition in slightly worn and well-patinated wood, the eyes inlaid; *unsigned*.
 3.8cm (1½in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

木彫根付 蛸 無銘 19世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, 1979, auction no.15.



76

76^{Y Φ}
A FINE IVORY NETSUKE OF AN OCTOPUS

19th century
 Resting with its legs and tentacles tightly curled around its large head to make a compact globular composition in lightly stained and slightly worn ivory, the eyes inlaid; *unsigned*.
 4.5cm (1¾in) wide.

£6,000 - 8,000
 JPY950,000 - 1,300,000
 US\$8,500 - 11,000

象牙彫根付 蛸 無銘 19世紀

Provenance: purchased at Rémy Le Fur & Associés, Paris, 16 April 2015, lot 73.



77



78



Mythological Creatures

77^YΦ

AN IVORY NETSUKE OF A SHISHI AND YOUNG

Kyoto, late 18th/early 19th century

The parent seated on its haunches, one forepaw resting on its cub which sits at its side, while the other holds a large pierced ball with a loose ball within, one leg forming the *himotoshi*, the well-toned ivory slightly worn; *unsigned*.

5.1cm (2in) wide.

£2,000 - 3,000

JPY320,000 - 480,000

US\$2,800 - 4,300

象牙彫根付 玉取獅子 無銘 18世紀後期/19世紀前期

Provenance: Dr. Manfred Schmidt, Kelkheim, Germany, 1996.

78

A WOOD NETSUKE OF TWO FIGHTING SHISHI

Late 18th/early 19th century

The two combatants ferociously engaged in battle, one pinning the other to the ground and biting its flank, boldly rendered in somewhat worn wood which bears a fine patina; *unsigned*.

5.7cm (2¼in) wide.

£3,000 - 3,500

JPY480,000 - 560,000

US\$4,300 - 5,000

木彫根付 獅子二匹 無銘 18世紀後期/19世紀前期

Provenance: Jacques Carré collection.

Marcel Dawson collection.

Eskenazi, London, 1997.

Published: Bernard Hurtig, *Masterpieces of Netsuke Art: One Thousand Favorites of Leading Collectors*, New York, Weatherhill, 1973, p.51, no.134.

Eskenazi, *Japanese Netsuke from the Carré Collection*, London, 1993, no.149.

Eskenazi, *Japanese Netsuke, Inro and Ojime from the Dawson Collection*, London, 1997, no.47.

This large, powerful and compact work shows affinities with that of Tametaka of Nagoya.



79^YΦ

AN IVORY NETSUKE OF A SHISHI

By Tomoharu, Kyoto, late 18th/early 19th century

Seated with its head turned back to the right with open mouth containing a loose ball and one forepaw resting protectively on a large smooth ball, the slightly worn ivory bearing a good patina and the pupils inlaid; signed *Tomoharu*.

5.4cm (2 1/8in) high.

£5,000 - 6,000

JPY790,000 - 950,000

US\$7,100 - 8,500

象牙彫根付 獅子 銘「友春」 18世紀後期/19世紀前期

Provenance: E. Evelyn Barron collection.

M. T. Hindson collection.

Juri Kolodotschko collection, purchased at Lempertz, Cologne, 5 June 2015, auction no.1053, lot 1004.

Published: Neil K. Davey, *Netsuke, a Comprehensive Study based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.73, no.188.



80

80^YΦ

**AN IVORY NETSUKE OF A KIRIN
ON A BASE**

18th century

Of somewhat stylised form, seated on an oval base, its head raised and its curly mane falling over its shoulders to meet its erect tail, the ivory rather worn and bearing a fine patina; *unsigned*.

6.3cm (2½in) high.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

象牙彫根付 麒麟 無銘 18世紀

Provenance: Albert Randerath, Heinsberg, Germany, 1997.



81

81

A WOOD NETSUKE OF A KAPPA

By Kishosai, 19th century

Seated, leaning to one side and holding a huge cucumber with both webbed hands and feet, the slightly worn wood bearing a good patina; signed *Kishosai* ('Demon's-Laugh Studio').

3.8cm (1½in) high.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

木彫根付 河童 銘「鬼笑齋」 19世紀

Provenance: purchased at Kunsthandel Klefisch, Cologne, auction no.16, June 1980, lot 901.

The name ('Demon's-Laugh Studio') is recorded only as a maker of ivory *manju* netsuke and the present lot may be by another maker who used the same unusual name.



82

82

**A WOOD NETSUKE OF A KAPPA
ON A CLAM**

By Komin, Edo, 19th century

The *kappa* bearing a disgruntled expression as it climbs over the large clam and tries to extricate its left hind foot which is trapped in the jaws of the shell, the closed end of which is inlaid with shell, the closed end of which is inlaid with shell; signed *Komin* with *kao*.

3.8cm (1½in) wide.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 蛤に河童 銘「光珉（花押）」 19世紀

For the model, which was made in several variations by Komin, see Neil K. Davey, *Netsuke: a Comprehensive Study Based on The M. T. Hindson Collection*, London, Faber and Faber Ltd., in Association with Sotheby Parke Bernet Publications, 1974, p.122, no.357.



83



84

83^YΦ

AN IVORY NETSUKE OF A HATCHING TENGU

By Tameoto, early 19th century

The fledgling *tengu* exerting pressure with its hands as it hatches from its egg, its wings trailing over the side of the cracked shell, forming a compact composition in slightly worn and well-toned ivory; signed *Tameoto* with *kao*.

4.2cm (1 5/8in) wide.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 天狗の卵 銘「為乙（花押）」 19世紀前期

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2000.

84^YΦ

AN IVORY NETSUKE OF A HATCHING TENGU

Style of Risuke Garaku, Osaka, early 19th century

The *tengu* levering itself out of its egg as it fledges, the shell broken and cracked in several places as it emerges with head raised and its face expressing its exertion, the slightly worn ivory of a good colour and the pupils inlaid; *unsigned*.

5.4cm (2 1/8in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 天狗の卵 無銘 19世紀前期

Provenance: Princess Elisabeth von Anhalt and Princess of Hessen (1861-1955) collection.

Purchased at Auctionhaus Michael Zeller, Lindau, Germany, June, 2011, auction no.109, lot 1177.



85

85
A WOOD NETSUKE OF A HATCHING TENGU

Early 19th century
 The fledgling *tengu* shown in a frontal position within the egg which is broken and cracked to one side as the creature prepares to emerge, the slightly worn wood bearing a good patina; *unsigned*.
 4.5cm (1¾in) high.

£2,000 - 2,500
 JPY320,000 - 400,000
 US\$2,800 - 3,600

木彫根付 天狗の卵 無銘 19世紀前期

The model is derived from a drawing of the subject by Ogasawara Issai, in Inaba Tsuruyu, *Soken Kisho*, vol.7, Osaka, Suhara Mohei, et al., 1781, p.12.



86

86
A WOOD NETSUKE OF A HATCHING TENGU

By Masatomo, early 19th century
 Levering itself out of its egg, its head and upper body already emerged and one wing trailing over the shell, the slightly worn wood bearing a good patina and the eyes inlaid with pale translucent horn; signed *Masatomo*.
 5.1cm (2in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

木彫根付 天狗の卵 銘「正友」 19世紀前期

Provenance: Hans-Martin Schmitz, Cologne, 2006.



87

A WOOD NETSUKE OF A HATCHING TENGU

By Toyoyasu, known as Toyoyo (1810-1883), Tanba, 19th century
 The *tengu* hauling itself out of its egg, its head and the upper part of its body already fledged and one wing trailing over the shell, the slightly worn wood bearing a good patina and the eyes inlaid in pale translucent horn; signed *Toyoyasu*.
 4.5cm (1¾in) high.

£2,000 - 2,500
 JPY320,000 - 400,000
 US\$2,800 - 3,600

木彫根付 天狗の卵 銘「豊容」 19世紀

Provenance: purchased at Kunsthandel Klefisch, Cologne, November 1995, auction no.59, lot 360.

For other examples of the subject by Toyoyasu, see Sydney L. Moss Ltd., *Japanese Netsuke: A Serious Art: Outstanding Works Selected from American Collections*, London, 1989, no.28; and Eskenazi, *Japanese Netsuke from the Carré Collection*, London, 1993, no.110.

Toyoyasu was the son of Naito Toyomasa I. The pronunciation of the name Toyoyasu would be discourteous to Lord Tadayasu of the Sasayama clan and the proper pronunciation would be Toyoyo; see Kazutoyo Ichimichi, *Naito Toyomasa, Part II, The International Netsuke Society Journal*, vol.21, no.1 (spring 2001).



88

88^YΦ

A TALL IVORY NETSUKE OF ASHINAGA AND TENAGA

19th century

Of slender form, the bearded long-legged Ashinaga standing, supporting his long-armed companion on his back, while a tasseled double gourd rests at his feet; *unsigned*. 12cm (4¾in) high.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

象牙彫根付 足長手長 無銘 19世紀

Provenance: Adalbert Offermann, Germany, 1997.



89

89

A TALL WOOD NETSUKE OF ASHINAGA

Late 18th/early 19th century

The long-legged man standing, leaning to the left and holding a drum stick over his head, his emaciated body naked save for a loosely tied skirt and with a small drum slung at his waist, the slightly worn wood bearing a good patina; *unsigned*. 13.3cm (5 3/8in) high.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 足長 無銘

18世紀後期/19世紀前期

Provenance: Offermann and Schmitz, Wuppertal, Germany, 1998.



90

90

A WOOD NETSUKE OF ASHINAGA AND TENAGA

Late 18th/early 19th century

The former standing stoically while his companion sits on his back, reaching down with his long arms to pick up a writhing fish, the slightly worn wood bearing a good patina; *unsigned*. 11.7cm (4 5/8in) high.

£3,000 - 4,000

JPY480,000 - 640,000

US\$4,300 - 5,700

木彫根付 足長手長 無銘

18世紀後期/19世紀前期

Provenance: purchased at Piasa, Paris, 9 March 2005, lot 132.

Published: *The International Netsuke Society Journal*, vol.25, no.3, (summer 2005), p.38 and vol.26, no.2 (summer 2006), p.23, no.4.



91



92



93

Daruma

91

A WOOD NETSUKE OF DARUMA

19th century

Of somewhat squat shape, in the form of a hand-warmer, with hollowed-out back, the patriarch's face scowling as he meditates, his eyes of bone with dark pupils and one cord hole ringed with bone; *unsigned*.
3.8cm (1½in) high.

£600 - 800

JPY95,000 - 130,000

US\$850 - 1,100

木彫根付 達磨 無銘 19世紀

Provenance: Hans-Martin Schmitz, Cologne, 2015.

92

A WOOD NETSUKE OF DARUMA

By Tadatoshi (circa 1770-1840),

Nagoya, 19th century

The Zen patriarch seated meditating, quietly smiling and with his body enveloped in his voluminous robe, the slightly worn wood bearing a good patina; signed with *ukibori* characters in a rectangular reserve *Tadatoshi*.
4.2cm (1 5/8in) high.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

木彫根付 達磨 銘「忠利」 19世紀

Provenance: Imai Kenzo collection. Purchased in Kyoto, 1979.

Published: Bernard Hurtig, *Masterpieces of Netsuke Art: One Thousand Favourites of Leading Collectors*, Tokyo and New York, Weatherhill, 1973, p.119, no.467.

93^YΦ

A WOOD AND IVORY NETSUKE OF A FEMALE DARUMA

By Hidechika, Edo, 19th century

She sits, smiling while holding a *hossu* (fly switch) to one side, her body almost enveloped in her voluminous robe, leaving her breasts exposed, the wood bearing a good patina; signed *Hidechika*.
5.1cm (2in) high.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

木・象牙彫根付 女達磨 銘「秀親」 19世紀

Provenance: W. L. Behrens collection. Paul Corbin collection. Purchased at Beaussant Lefèvre, Paris, 10 November 1999, lot 213.

Published: H. L. Joly, *W. L. Behrens Collection, Part I, Netsuke*, London, Glendining & Co. Ltd., 1913-14, no.307 and pl.VI.



94



95

Shoki the Demon-Queller and *Oni* (Demons)

94^{Y Φ}

A WOOD NETSUKE OF A RAKAN

By Dosho, Osaka, 19th century
Seated with his legs crossed in the lotus position, his head raised as he chants, wearing a loose robe fastened with an ivory clasp, his teeth and eyes inlaid in ivory with dark pupils;
signed on an ivory tablet *Dosho*.
4.5cm (1³/₄in) high.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

木彫根付 羅漢 銘「道笑」 19世紀

Provenance: Victor Topper collection.
An American private collection.
Barry Davies Oriental Art, London, 1995.

Published: Bernard Hurtig, *Masterpieces of Netsuke Art: One Thousand Favourites of Leading Collectors*, Tokyo and New York, Weatherhill, 1973, p.174, no.718.
Barry Davies Oriental Art, *100 Selected Pieces from the Netsuke Collection of Scott Meredith and 50 from another Private American Collection*, London, 1995, no.110.

A similar example by Dosho is illustrated in George Lazarnick (ed.), *The Meinertzhagen Card Index in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.50.

95^{Y Φ}

AN IVORY NETSUKE OF SHOKI AND A DEMON

By Masayoshi, Kyoto, early 19th century
The Demon-Queller seated, leaning forward and smiling broadly as the *oni* (demon) pays penance by massaging his back, his robe finely engraved with chrysanthemums and a fur-sheathed sword at his waist, the slightly worn ivory of good colour and the pupils inlaid;
signed *Masayoshi*.
6.4cm (2¹/₂in) wide.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

象牙彫根付 鍾馗と鬼 銘「正吉」 19世紀前期

Provenance: Hans-Martin Schmitz, Wuppertal, Germany.

This maker, whose work is rare, shows affinities with Yoshinaga and Yoshitomo of Kyoto and was probably working at the very beginning of the 19th century.



96^YΦ

AN IVORY NETSUKE OF SHOKI AND A DEMON

Late 18th century

The Demon-Queller standing, holding his broad sword to one side and bearing an angry expression as he vainly tries to find the demon, who is crouching on his broad and somewhat battered hat, his belted robe delicately engraved with swirling clouds; *unsigned*.

10.2cm (4in) high.

£5,000 - 7,000

JPY790,000 - 1,100,000

US\$7,100 - 10,000

象牙彫根付 鍾馗と鬼 無銘 18世紀後期

Provenance: purchased at Tessier-Sarrou & Associés, Paris, 16 December 2013, lot 257.



97

97^YΦ

AN IVORY NETSUKE OF A DEMON IN HIDING

18th century

The demon hiding beneath a tall Chinese-style table, flanked by its three curved legs, while Shoki's hat rests on the top, the ivory somewhat worn and bearing a fine patina; unsigned. 9.8cm (3 7/8in) high.

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

象牙彫根付 隠れ鬼 無銘 18世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2003.



98

98^YΦ

AN IVORY NETSUKE OF SHOKI

After Yoshinaga, 19th century

Standing, he faces ahead, holding his broad sword with one hand and the loose belt of his cloud-engraved robe with the other, the slightly worn ivory bearing a light stain; inscribed *Yoshinaga*. 7cm (2 3/4in) high.

£600 - 800
JPY95,000 - 130,000
US\$850 - 1,100

象牙彫根付 鍾馗 銘「吉長」 19世紀

Provenance: purchased at Tessier Sarrou & Associés, Paris, 16 December 2013, lot 265.



99

99^YΦ

AN IVORY NETSUKE OF A DEMON AND A HUNGRY GHOST

By Hakuunsai, 19th century

The *oni* (demon) hand-wrestling with a *gaki* (hungry ghost) on a large folded lotus leaf, the two combatants exerting pressure on each other, the *oni* grasping the leaf stalk for leverage, the ivory bearing some wear; signed *Hakuunsai*. 6.7cm (2 5/8in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫根付 鬼と餓鬼の腕相撲 銘「白雲齋」 19世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2000.



100

100

A WOOD NETSUKE OF RAIJIN

By Shoju, 19th century

The God of Thunder lying asleep on a swirling openwork cloud, dreaming as he clasps his thunder drum to his chest, the slightly worn wood bearing a good patina; signed *Shoju*.

3.8cm (1½in) wide.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

木彫根付 雷神 銘「松寿」 19世紀

Provenance: Kunsthandel Frieder Aichele, Stuttgart, 1993.



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101

A WOOD NETSUKE OF SHOKI AND A DEMON

By Hirokazu, 19th century

The large demon seated on a large overturned basket beneath which he has trapped the Demon-Queller, the latter's eyes and coat buttons inlaid and one leg forming the *himotoshi*; signed *Hirokazu*.

4.2cm (1 5/8in) wide.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

木彫根付 鍾馗と鬼 銘「弘一」 19世紀

Provenance: purchased at Nagel, Stuttgart, 8 May 2013, auction no.695A, lot 3075.

Published: George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.153.

The work of Hirokazu is rare and the model is more associated with Kano Tomokazu of Gifu. For examples by Tomokazu, see Raymond Bushell, *Collectors' Netsuke*, New York and Tokyo, Weatherhill, 1971, p.72, no.101; Marie-Thérèse Coullery and Martin S. Newstead, *The Baur Collection Geneva: Netsuke (Selected Pieces)*, Geneva, Collections Baur, 1977, p.105, C187; and Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.233, no.719.



102



104



103

102

A WOOD NETSUKE OF A DEMON ON THE ARM OF THE RASHOMON DEMON

18th century

The small *oni* (demon) sprawled on the severed arm and prostrating himself with grief, the hand with three large claws and the veins carved in relief, the slightly worn wood bearing a fine patina; *unsigned*.

7.6cm (3in) wide.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

木彫根付 羅生門の鬼腕 無銘 18世紀

Provenance: Hans-Martin Schmitz, Cologne, Germany, 2007.

103^{YΦ}

AN IVORY NETSUKE OF A DEMON LEANING OVER THE RASHOMON DEMON'S ARM

18th century

The small demon seated beside the large severed arm and leaning over the wrist, weeping and holding a double rosary with both hands, the ivory somewhat worn and bearing a good patina; *unsigned*.

7cm (2¾in) wide.

£600 - 700

JPY95,000 - 110,000

US\$850 - 1,000

象牙彫根付 羅生門の鬼腕 無銘 18世紀

104^{YΦ}

AN IVORY NETSUKE OF A DEMON ON THE ARM OF THE RASHOMON DEMON

By Masakazu, early 19th century

The *oni* (demon) seated on the arm which is severed at the wrist and carved with clearly delineated veins, the slightly worn ivory bearing a good colour and the *oni*'s pupils inlaid; signed in an oval reserve *Masakazu*.

4.2cm (1 5/8in) wide.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

象牙彫根付 羅生門の鬼腕 銘「正一」
19世紀前期



105

105^YΦ

**AN IVORY NETSUKE OF A DEMON BESIDE
THE RASHOMON DEMON'S ARM**

Late 18th/early 19th century

The *oni* (demon) seated, one hand over his face as he weeps while holding a rosary over the severed arm which has veins carved in relief and a typical three-clawed hand, the well-toned ivory slightly worn; *unsigned*. 5.1cm (2in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫根付 羅生門の鬼腕 無銘 18世紀後期/19世紀前期

Provenance: Albert Brockhaus collection, sold at Christie's, London, 25 November 1980, lot 78.
Kunsthandel Frieder Aichele, Stuttgart, Germany.



106

106^YΦ

AN IVORY NETSUKE OF A CHINESE WOMAN AND CHILD

18th century

The woman standing, holding a tasselled wind instrument with one hand and supporting a child on her shoulder with the other, her long-belted winter robe engraved with an elegant design of scrolling flowerheads, the ivory slightly worn and bearing a good patina; *unsigned*. 8.2cm (3¼in) high.

£1,500 - 1,800
JPY240,000 - 290,000
US\$2,100 - 2,600

象牙彫根付 唐人親子 無銘 18世紀

Provenance: purchased at Lempertz, Cologne, 6 and 7 December 2013, auction no.1024, lot 774.

For another example of the subject, see Neil K. Davey, *Netsuke: a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.343, no.1038.



107



108

107

A WOOD NETSUKE OF A DUTCHMAN WITH CHILD

Late 18th century

The curly-haired man standing, smiling as he looks back to the right, holding a tasselled wind instrument with one hand and supporting a young boy on his back with the other, the wood slightly worn and bearing a good patina; *unsigned*.

8.2cm (3¼in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

木彫根付 阿蘭陀人親子 無銘 18世紀後期

Provenance: Hildegard Flachsmann, Kronberg, Germany, 1995.

108

A BOXWOOD NETSUKE OF A FOREIGNER

By Shugetsu, Edo, late 18th/early 19th century

Leaning to one side, naked to the waist and with a loose skirt tied at the waist, peering through a short telescope, his long curly hair falling to his shoulders at the back, the wood slightly worn and of a good colour; signed *Shugetsu*.

7.3cm (2 7/8in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

木彫根付 異国人 銘「舟月」 18世紀後期/19世紀前期

Provenance: purchased at Nagel, Stuttgart, 8 June 2005, auction no.29A, lot 2466.



109^YΦ

AN IVORY NETSUKE OF A DUTCHMAN

Late 18th century

Standing, facing ahead, wearing a typical broad hat and buttoned coat with ruffed neck carved with stylised waves, holding the long rope leash of a dog which sits at his feet, looking up expectantly, the slightly worn ivory bearing a good patina; *unsigned*.

9.2cm (3 5/8in) high.

£3,500 - 4,000

JPY560,000 - 640,000

US\$5,000 - 5,700

象牙彫根付 阿蘭陀人 無銘 18世紀後期

Provenance: W. L. Behrens collection, no.853.

Purchased at Beaussant-Lefèvre, Paris, 19 October 2011, lot 134.

Published: Henri L. Joly, *W. L. Behrens Collection: Part I, Netsuke*, London, Glendening & Co., 1913-14, no.853, illus. pl.XVII.



110

110^YΦ

A RARE IVORY NETSUKE OF A DUTCHMAN

18th century

Standing, facing ahead with a stern expression and his arms folded over his chest, his short buttoned coat carved with a diaper design and worn over breeches and leggings, his feet clad in short boots, the slightly worn ivory bearing a good patina; *unsigned*.
9.8cm (3 7/8in) high.

£2,000 - 2,500

JPY320,000 - 400,000

US\$2,800 - 3,600

象牙彫根付 阿蘭陀人 無銘 18世紀



111

111^YΦ

AN IVORY NETSUKE OF A DUTCHMAN

Late 18th century

Standing, facing ahead and holding a large chicken with both hands, wearing a broad plumed hat, his buttoned coat carved with a lappet design and worn over fur breeches and traditional clogs, the well-toned ivory slightly worn and the coat buttons inlaid; *unsigned*.
10.2cm (4in) high.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

象牙彫根付 阿蘭陀人 無銘 18世紀後期

Provenance: purchased at Kunsthandel Klefisch, Cologne, June 1998, auction no.67, lot 39.



112



113

112^YΦ

AN IVORY NETSUKE OF A SOUTH SEA ISLANDER

18th century

Kneeling, his head turned to the left and scowling as he holds a glass ball to his chest with both hands, his curly hair falling to his shoulders and his straw skirt tied at the waist with a rope, the slightly worn ivory bearing a good patina and the pupils inlaid; *unsigned*.

5.1cm (2in) high.

£1,800 - 2,000

JPY290,000 - 320,000

US\$2,600 - 2,800

象牙彫根付 南海島人 無銘 18世紀

Provenance: Edward Wrangham collection, purchased in these rooms, 6 November 2013, lot 59.

113^YΦ

AN IVORY NETSUKE OF A FOREIGNER FROM SENHA WITH A LARGE SHISHI

Late 18th century

The man standing at the right, wearing a belted robe with ruffed collar, holding a rope leash while leading the large *shishi*, which stands with its head lowered and its erect tail curling forward over the back, the slightly worn ivory bearing a good patina; *unsigned*.

4.5cm (1¾in) wide.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

象牙彫根付 異国人と獅子 無銘 18世紀後期

Provenance: Hans-Martin Schmitz, Cologne, 2006.

A very similar example of the subject is illustrated by Henry Joly, *W. L. Behrens Collection, Part I, Netsuke*, London, Glendining & Co. Ltd., 1913, no.864, illus. pl.XVIII, subsequently in the Charles A. Greenfield collection, sold at Sotheby's, New York, 24 March 1999, lot 5.



114



115



116



Heroes, Gods and Other Mythological Figures

114^Y ^Φ

AN IVORY NETSUKE OF KAN'U

18th century

The Chinese general standing in a dignified attitude, holding his long beard with one hand and a polearm with the other, his long robe engraved with scattered clouds and the slightly worn ivory bearing a fine patina; *unsigned*. 10.2cm (4in) high.

£1,500 - 1,800

JPY240,000 - 290,000

US\$2,100 - 2,600

象牙彫根付 関羽 無銘 18世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2000.

115

A STAG ANTLER NETSUKE OF KAN'U

Early 19th century

Standing and looking to the left with a stern expression as he holds a large polearm to the right, his long robe loosely belted at the waist; *unsigned*. 9.5cm (3³/₄in) high.

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

鹿角彫根付 関羽 無銘 19世紀前期

Provenance: Raymond and Frances Bushell collection, sold at Christie's, New York, 23 April 1991, lot 217. Scott Meredith collection.

Published: Barry Davies Oriental Art Ltd., *100 Selected Pieces from the Netsuke Collection of Scott Meredith and 50 from Another Private American Collection*, London, 1995, no.103.

116

A WOOD NETSUKE OF KAN'U

By Genryosai Minkoku, early 19th century

Standing in a dignified pose, holding his long beard with one hand and a polearm with the other, his long belted robe engraved with a bold design of clouds, the wood slightly worn and of a good colour; signed in an oval reserve Minkoku. 8.9cm (3¹/₂in) high.

£3,500 - 4,000

JPY560,000 - 640,000

US\$5,000 - 5,700

木彫根付 関羽 銘「民谷」 19世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, June 1998, auction no.67, lot 28.



117

A FINE WOOD NETSUKE OF HOTEI (GOD OF HAPPINESS)

By Yoshitomo, Kyoto, early 19th century
 Seated, leaning back against his large sack and smiling, his arms held out to the sides, the slightly worn wood bearing a good patina; signed in a leaf-shaped reserve *Yoshitomo*.
 5.7cm (2¼in) wide.

£8,000 - 10,000
 JPY1,300,000 - 1,600,000
 US\$11,000 - 14,000

木彫根付 布袋 銘「吉友」 19世紀前期

Provenance: Harry Seymour Trower collection.
 Frederick Meinertzhagen collection.
 Purchased at Kunsthandel Kiefisch, Cologne, 2008, auction no.88, lot 143.

Published: H. L. Joly, *Catalogue of the H. Seymour Trower Collection of Japanese Art*, London, Glendining & Co. Ltd., 1918.
 Frederick Meinertzhagen, *The Art of Netsuke Carving*, London, Routledge and Kegan Paul Limited, 1956, no.35.
 George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.995.

Meinertzhagen comments, 'A good and attractively carved netsuke, dating from the latter 18th century, and with all the appearance of being genuine. The signature engraved on a slightly raised reserve of zig-zag form. The wood well patinated. On acquiring this piece I find it to be a versatile little masterpiece of charm and character, probably the greatest example of the carver's work that I have seen and full of delightful expression, showing the jolly old god at his best. The left foot has been skilfully repaired in a way that does not appreciably affect the value of the piece. I love it!'



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**A BOXWOOD NETSUKE OF HOTEI
(GOD OF HAPPINESS)**

By Ryugyoku, 19th century
Seated, smiling as he looks to the left, one hand resting on a sack at his side, the other holding an *uchiwa* (rigid fan), his loose robe falling from his body, revealing his distended stomach, the wood stained for effect and the eyes inlaid; signed *Ryugyoku*.
3.8cm (1½in) high.

£800 - 1,000
JPY130,000 - 160,000
US\$1,100 - 1,400

木彫根付 布袋 銘「竜玉」 19世紀

119
**A WOOD NETSUKE OF FUKUROKUJU
(GOD OF WISDOM AND LONGEVITY)**

By Masatomo, 18th century
Standing, smiling as he leans forward beneath the weight of a laden *furoshiki* (wrapping cloth) tied around his tall head, his arms folded to his chest within the sleeves of his long robe, the wood slightly worn and bearing a fine patina; signed *Masatomo*. 6.3cm (2½in) high.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

木彫根付 福祿寿 銘「正友」 18世紀

Provenance: Juri Kolodotschko collection, purchased at Lempertz, Cologne, 6 December 2014, auction no.1044, lot 686.

The maker was probably living in the Kansai region and the work shows some affinities with that of Masanao of Kyoto. A similar example was sold at Sotheby's, London, 9 June 2004, lot 1151.

120^{YΦ}
**A LATE OKIMONO-STYLE IVORY
NETSUKE OF DAIKOKU AND
FUKUROKUJU**

Late 19th century
The two gods wrestling over an oval sumo arena, each grasping the other's loincloth in an attempt to throw him, the ivory lightly stained; *unsigned*.
5.7cm (2¼in) wide.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫置物根付 大黒と福祿寿 無銘
19世紀後期

Provenance: Wakayama collection. Karl-Ludwig Kley collection. Rutherford and Bandini Ltd., London, 2012.

Published: Rosemary Bandini, *Tiny Titans, The Sumo Netsuke Collection of Karl-Ludwig Kley*, London, 2006, p.64, no.76.



121

121^{YΦ}

AN IVORY NETSUKE OF THE DRAGON KING'S ATTENDANT

18th century

Standing, holding a stupa with both hands and with an octopus on his head while a dragon climbs over his back, his robe delicately engraved with scrolling foliage and his eyes inlaid; *unsigned*.

8.2cm (3¹/₄in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 龍神の使い 無銘 18世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2003.



122

122^{YΦ}

AN IVORY NETSUKE OF KINKO SENNIN

18th century

Holding an open book as he rides on a giant carp which rears out of a crashing wave, the ivory somewhat worn and bearing a rich patina; *unsigned*. 6.4cm (2¹/₂in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 琴高仙人 無銘 18世紀

Provenance: purchased at Jean-Marc Delvaux, Hotel Drouot, Paris, 12 June 2013, lot 137.



123



124

123^{Y Φ}

AN IVORY NETSUKE OF BOMO ON A DRAGON

By Ikko, 18th century

The small figure seated, holding a feather fan with one hand and his beard with the other, seated on a large curled dragon which looks upward with open mouth, at the sage, the somewhat worn ivory bearing a fine patina; signed *Ikko*.

6cm (2 3/8in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 茅襟仙人と龍 銘「一光」 18世紀

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2003.

According to H. L. Joly, Legend in Japanese Art, London, The Bodley Head, 1908, p.26, Bomo (in Chinese Mao Meng) '... one of the Sennins, shown standing on the head of a dragon, was a servant and pupil of Kikoku Sensei. He went to mount Ko, and was carried to heaven by a dragon on the day of Koshi, the 9th month, the 30th year of the beginning of the Shin [Qin] dynasty.'

124^{Y Φ}

AN IVORY NETSUKE OF GAMA SENNIN

By Yoshitomo, Kyoto, early 19th century

Seated, smiling as he leans to the left, while a large three-legged toad climbs onto his head, his mugwort-leaf cloak worn over a robe, engraved with formalised waves and leaving his chest bare, the slightly worn ivory bearing a good patina and the toad's eyes are inlaid; signed in a rectangular reserve *Yoshitomo*.

5.4cm (2 1/8in) wide.

£2,000 - 2,500

JPY320,000 - 400,000

US\$2,800 - 3,600

象牙彫根付 蝦蟇仙人 銘「吉友」 19世紀前期

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 1996.



125^Y Φ

A WOOD NETSUKE OF KIYOHIME

By Kokumin, 19th century

The dragon witch winding around the large temple bell of Dojoji, while the priest Anchin, the object of her unrequited love, burns inside, his progressively darkened face visible through a hole in the side, manipulated by the handle of the bell; signed *Kokumin saku* with *kao*. 5.1cm (2in) high.

£2,000 - 3,000

JPY320,000 - 480,000

US\$2,800 - 4,300

木彫根付 道成寺 銘「刻珉作（花押）」 19世紀

Provenance: Paul Corbin collection.

Purchased at Beaussant Lefèvre, Paris, 10 November 1999, lot 211.

The subject is that of the Noh play *Dojoji* which tells the tale of a young girl whose advances towards a priest of the Dojoji Temple were refused. She then manifested herself as a dragon witch and exacted her revenge upon the priest by burning him alive within the bell of his temple.



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126

A WOOD NETSUKE OF ONIWAKA WITH A CARP

By Tenkoku, late 19th century
The boy hero struggling to restrain the giant carp as it rears above him, spiritedly rendered in lightly stained boxwood, the fish's pupils inlaid; signed *Tenkoku*. 5.7cm (2¼in) high.

£2,500 - 3,000
JPY400,000 - 480,000
US\$3,600 - 4,300

木彫根付 鬼若と鯉 銘「天国」
19世紀後期

Provenance: purchased at Nagel, Stuttgart, 8 May 2013, auction no.695A, lot 3099.

Published: George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.861.



127

127^{YΦ}

A TALL IVORY NETSUKE OF WASOBYOE AND GIANT

18th century, after 1774
The giant standing, looking to the right and smiling as he holds a short handscroll with one hand and supports the diminutive Wasobyoe (the Japanese Gulliver) on his shoulder with the other, the ivory somewhat worn and bearing a fine patina; *unsigned*. 12.7cm (5in) high.

£1,500 - 2,000
JPY240,000 - 320,000
US\$2,100 - 2,800

象牙彫根付 和莊兵衛と巨人 無銘
18世紀

Provenance: Hans-Martin Schmitz, Cologne, 2009.

For a somewhat similar example, see Alain Ducros, *Netsuke et Sagemono*, Alain Ducros, Paris, 1987, p.41.

Wasobyoe is the eponymous hero of a work by the pseudonymous author 'Yukokushi', published in 1774. Likely influenced by Jonathan Swift's *Gulliver's Travels*, it tells the story of Wasobyoe's journey from Nagasaki. Following a shipwreck the hero lives for 200 years in Furofushikoku, the Land of Perennial Youth, before visiting other several countries including the Land of the Giants.



128

128^{YΦ}

AN IVORY NETSUKE OF OKAME

18th century
The chubby-faced goddess kneeling, covering her mouth with both sleeve-enveloped hands as she giggles, the well-toned ivory slightly worn; inscribed at a later date *Yoshinaga*. 5.7cm (2¼in) high.

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

象牙彫根付 お龜 銘「吉長」 18世紀

Provenance: purchased at Jean-Marc Delvaux, Hotel Drout, Paris, 12 June 2013, lot 127.



129

129
AN UNUSUAL BOXWOOD NETSUKE OF OKAME

19th century
 Of somewhat squat form, the chubby young goddess seated smiling and with her body entirely covered by a voluminous robe, forming a compact composition in slightly worn and well-patinated wood; *unsigned*. 3.3cm (1½in) high.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

木彫根付 お亀 無銘 19世紀

Provenance: purchased at Kunsthandel Kiefisch, Cologne, 27 April 2013, auction no.99, lot 137.



130

130
A WOOD NETSUKE OF OKAME STRETCHING

By Masakazu, Gifu, 19th century
 Seated, naked save for a short wrapped skirt, her hair coiled over her neck, secured with a ribbon and a small comb, her mouth open in a cavernous yawn and her arms stretched over her head; signed *Masakazu*. 6.7cm (2 5/8in) high.

£2,000 - 2,500
 JPY320,000 - 400,000
 US\$2,800 - 3,600

木彫根付 お亀 銘「正一」 19世紀

Provenance: W. W. Winkworth collection. Hildegard Flachsmann, Kronburg, Germany, 1997.

For very similar examples, see Albert Brockhaus, *Netsuke*, Leipzig, F. A. Brockhaus, 1909, no.83, illus. pl.28; Raymond Bushell, *The Netsuke Handbook of Ueda Reikichi*, Rutland and Tokyo, Tuttle, 1979, p.132, no.120; Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.234, nos.722/3; George Lazarnick (ed.), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.421.



131



133



132

131
**AN UNUSUALLY SMALL WOOD
 NETSUKE OF A SHOJO**
 By Masamitsu, Nagoya, 19th century
 Lying asleep, its head resting on its right hand
 and her long hair falling over its robe which is
 carved with formal designs, the wood slightly
 worn and lightly stained; signed *Masamitsu*.
 3.6cm (1 3/8in) wide.

£700 - 800
 JPY110,000 - 130,000
 US\$1,000 - 1,100

木彫根付 猩々 銘「正光」 19世紀

132
A WOOD NETSUKE OF A MERMAID
 18th century
 Swimming with her head turned to the right
 as she smiles, holding a tress of her long
 hair with one hand, forming a compact
 composition in slightly worn and well-toned
 wood; *unsigned*.
 6.4cm (2 1/2in) wide.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

木彫根付 人魚 無銘 18世紀

Provenance: purchased at Nagel, Stuttgart,
 November 1997, auction no.13A, lot 1284.

Other Figure Subjects

133^{Y Φ}
**AN IVORY NETSUKE OF
 A WOMAN AND CHILD**
 18th century
 The woman, having the appearance of
 Okame, reclining asleep, her head resting on
 her right hand, while a small boy clammers
 onto her back, holding a *tengu* mask, the well
 worn ivory bearing a fine patina; *unsigned*.
 7cm (2 3/4in) wide.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

象牙彫根付 女と子供 無銘 18世紀

Provenance: purchased at Piasa, Paris,
 20 March 1998, lot 173.



134



135

134^YΦ

**AN IVORY NETSUKE OF A MAN APPLYING MOXA
(DRIED MUGWORT FOR MOXIBUSTION)**

18th century

Seated, grimacing with pain and with one leg outstretched as he applies the burning moxa pellet to his raised right knee, expressively rendered in slightly worn and well-toned ivory; *unsigned*.
5.1cm (2in) wide.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

象牙彫根付 灸を据える男 無銘 18世紀

Provenance: Hans-Martin Schmitz, Cologne, Germany.

135^YΦ

THREE IVORY NETSUKE

The second by Kogetsusai, late 18th and 19th century

The first of a monkey trainer lying asleep while his performing monkey steals food from a basket at his back, the well-toned ivory slightly worn, *unsigned*, 5.1cm (2in) wide; the second a two-part *manju* carved in sunk relief with Oniwaka and a giant carp, signed *Kogetsusai*, 4.5cm (1¾in) diam.; the third a monkey seated on a tall rock and a deer standing beneath, *unsigned*, 5.4cm (2 1/8in) high. (3).

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 二点 (猿回し、猿と鹿)

象牙彫饅頭根付 一点 (鬼若)

18世紀後期・19世紀

Provenance: the first from the Charles A. Greenfield collection, purchased at Sotheby's, New York, 18 September 1998, lot 7. The third purchased in Paris, 1997.



137



136



138

136
A WOOD NETSUKE OF A MONKEY TRAINER

Late 18th century
The unsuspecting trainer lying asleep, his head resting on his right hand as his performing monkey steals morsels of food from a small basket at his back, the somewhat worn wood bearing a fine patina; *unsigned*. 6cm (2 3/8in) wide.

£800 - 1,000
JPY130,000 - 160,000
US\$1,100 - 1,400

木彫根付 猿回し 無銘 18世紀後期

Provenance: purchased at Nagel, Stuttgart, November 2001, auction no.22A, lot 1558.

137^{YΦ}
AN IVORY NETSUKE OF A CHINESE BOY

18th century
Standing, looking to the left, holding a toy hobbyhorse over one shoulder with both hands and wearing a short coat, the ivory somewhat worn and bearing a fine patina; *unsigned*. 6.7cm (2 5/8in) high.

£700 - 900
JPY110,000 - 140,000
US\$1,000 - 1,300

象牙彫根付 唐子 無銘 18世紀

Provenance: Carlo Monzino collection, sold at Sotheby's, London, 21 June 1995, lot 39.

138
TWO NEGORO-LACQUER NETSUKE

Early 19th century
The first a pilgrim clasp a hollowed pillar at the Todaiji temple in Nara, to show its great size, *unsigned*, 4.2cm (1 5/8in) high; the second an actor in the role of Hannya, wearing a long Negoro-lacquer loose robe, *unsigned*, 5.7cm (2 1/4in) high. (2).

£600 - 700
JPY95,000 - 110,000
US\$850 - 1,000

根来塗根付 二点 (東大寺の柱、般若) 19世紀前期

Provenance: each purchased in Kyoto, the second in 1982.



139

139

A WOOD NETSUKE OF AN ABALONE-FISHERGIRL

18th century

Standing facing ahead, wearing a straw skirt fastened with rope around her waist, holding a tress of her hair in one hand and an abalone in the other, the slightly worn wood bearing a good patina; *unsigned*. 8.5cm (3 3/8in) high.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

木彫根付 海女 無銘 18世紀

Provenance: André Lichtenberger collection, sold at Ader Picard Tajan, Paris, 19 February 1979, lot 63. Kunsthandel Frieder Aichele, Stuttgart, Germany, 1993.



140

140^{YΦ}

AN IVORY NETSUKE OF AN ABALONE-FISHERGIRL

Late 18th/early 19th century

Standing turned to the right, holding her straw skirt with one hand and a scythe with the other, her hair flowing gracefully down her back in two long tresses, the well-toned ivory slightly worn; *unsigned*. 7.3cm (2 7/8in) high.

£1,500 - 2,000

JPY240,000 - 320,000

US\$2,100 - 2,800

象牙彫根付 海女 無銘 18世紀後期/19世紀前期

Provenance: purchased at Beaussant Lefèvre, Paris, 19 October 2011, lot 131.



141



142



143

141^Y

A WOOD NETSUKE OF A CORAL FISHER

By Tomokazu, 19th century
Seated on the ground wearing a straw skirt and looking up to the left while holding a long branch of natural coral with both hands, the wood dark stained and the pupils inlaid; signed *Tomokazu*.
4.2cm (1 5/8in) high.

£1,000 - 1,500
JPY160,000 - 240,000
US\$1,400 - 2,100

木彫根付 珊瑚漁師 銘「友一」 19世紀

Provenance: Jacques Ganzl collection, sold at Piasa, Paris, 1999.

The maker is not Kano Tomokazu of Gifu, but another of the same name, probably working in Edo in the middle part of the 19th century.

142

A WOOD NETSUKE OF A DISAPPOINTED RATCATCHER

After Tanaka Minko, 19th century
Kneeling on the ground, his head turned back to the left as he cries out in disappointment, while pressing down on a box trap over a tray as a rat escapes over his back, delicately rendered in well-toned boxwood; inscribed *Minko* with *kao*.
3.8cm (1 1/2in) high.

£800 - 1,000
JPY130,000 - 160,000
US\$1,100 - 1,400

木彫根付 鼠退治 銘「岷江（花押）」 19世紀

Provenance: purchased in Paris, 1997.

The work on this fine study appears to be rather too delicate for the master's hand, although it is probably by a close follower.

143

A SMALL WOOD NETSUKE OF A BLIND BEGGAR

By Ryukosai Jugyoku I, Edo, 19th century
Crouching on the ground and struggling to lift his huge distended scrotum as he begs for alms, his face expressing his exertions and pain, the dark stained wood of good polish, one cord hole ringed with green-stained bone; signed *Jugyoku*.
3.2cm (1 1/4in) high.

£800 - 1,200
JPY130,000 - 190,000
US\$1,100 - 1,700

木彫根付 盲目乞食 銘「寿玉」 19世紀

Provenance: Daniel Rouvière collection. Purchased in Paris, 1997.



144

144

A WOOD NETSUKE OF A CARPENTER

By Shunsai, late 19th century
 Standing on a broad plank of wood, which he cuts with a large saw, his face expressing his exertion, the details delicately rendered in lightly stained boxwood; signed in a rectangular reserve *Shunsai*.
 4.2cm (1 5/8in) wide.

£1,200 - 1,500
 JPY190,000 - 240,000
 US\$1,700 - 2,100

木彫根付 大工 銘「春斎」 19世紀後期

Provenance: Michael Tomkinson collection, no.1300.
 Floyd Segal collection.
 Helmut Laudenbach, Berg (Stranberger See), Germany, 1994.

For a somewhat similar model by Shunsai, see Hugh Wylie, *The Gould Collection of Netsuke: Miniature Sculptures from Japan*, Toronto, Royal Ontario Museum, 1998, no.37, also illustrated in George Lazarnick, *Netsuke and Inro Artists and How to Read Their Signatures*, Honolulu, Reed Publishers, 1981, p.1000.



145

145^{YΦ}

AN IVORY NETSUKE OF TAKENOUCHI NO SUKUNE

18th century
 Holding the young Emperor Ojin while mounted on a horse which stands with its head raised and its hooves together, as if about to rear up, the ivory somewhat worn and bearing a good patina; *unsigned*.
 7.9cm (3 1/8in) high.

£2,000 - 3,000
 JPY320,000 - 480,000
 US\$2,800 - 4,300

象牙彫根付 応神天皇を抱く武内宿禰 無銘 18世紀



146

146
A WOOD NETSUKE OF SEIOBO

18th century
 The Chinese goddess Seiobo (in Chinese, Xi Wang Mu) standing in a contemplative pose, holding a bunch of peaches with one hand and a scythe with the other, her robe loosely tied at the waist leaving the lower part of her legs bare, the wood slightly worn and bearing a fine patina; *unsigned*. 10.2cm (4in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

木彫根付 西王母 無銘 18世紀



147

147^{YΦ}
A WOOD NETSUKE OF JO AND UBA ON A PINECONE

By Kagetoshi, early 19th century
 The elderly couple carved in relief on the side of the cone, Jo holding a rake while his wife sweeps with a broom as they clear the beach at Takasago; signed on an inlaid ivory tablet *Kagetoshi*. 4.5cm (1¾in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

木彫根付 尉と姥 銘「景利」
 19世紀前期

Provenance: Frederick Meinertzhagen collection.
 W. W. Winkworth collection.
 Floyd Segal collection.
 Helmut Laudenbach, Berg (Starnberger See), Germany, 1994.

Published: George Lazarnick (ed.), *The Meinertzhagen Card Index in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.285.

An unusual model by the maker which Meinertzhagen described as 'A most attractively carved and spirited little netsuke, of original design'.



148

148
A BOXWOOD NETSUKE OF SOGA NO JURO SUKENARI

By Gyokusen, 19th century
 The hero whipping his horse into a gallop and trampling a fallen warrior on the ground beneath, spiritedly rendered in slightly worn and well-toned wood; signed *Gyokusen*. 5.4cm (2 1/8in) high.

£1,000 - 1,500
 JPY160,000 - 240,000
 US\$1,400 - 2,100

木彫根付 曾我十郎祐成 銘「玉川」
 19世紀

Provenance: H. G. Beasley collection, sold at Sotheby's, London, 14 March 1984, lot 33.

For a similar depiction of the subject, see T. Volker, *The Animal in Far Eastern Art and Especially in the Art of the Japanese Netsuke, with References to Chinese Origins, Traditions, Legends and Art*, Leiden, E. J. Brill, 1975, fig.57.



149



149^{YΦ}

AN IVORY NETSUKE OF A SANBASO DANCER

Style of Ogasawara Issai, early 19th century
 Posing on one foot, holding a small bell in one hand and an open fan in the other, his formal robe carved with pine saplings and flying cranes, his head raised, wearing an Okina mask, the well-toned ivory slightly worn; *unsigned*.
 5.1cm (2in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

象牙彫根付 三番叟 無銘 19世紀前期

Provenance: Hans-Martin Schmitz, Wuppertal, Germany, 2003.

The model appears to be derived from an illustration in Inaba Tsuruyu, *Soken Kisho*, vol.7, Osaka, Suhara Mohei, et al., 1781, p.12, reproduced in George Lazarnick, *Netsuke and Inro Artists and How To Read Their Signatures*, Honolulu, Reed Publishers, 1981, p.54.

For a very similar example, see the *International Netsuke Society Journal*, vol.35, no.2 (summer 2015), p.17, fig.3.



150



150^{YΦ}

AN IVORY NETSUKE OF HIRAI YASUMASA

By Ueda Kohosai, Osaka, late 19th century
 Wearing formal attire and playing the flute, his outer robe delicately engraved with scrolling foliage, the ivory lightly stained; signed *Kohosai*.
 5.7cm (2¼in) high.

£1,500 - 2,000
 JPY240,000 - 320,000
 US\$2,100 - 2,800

象牙彫根付 平井保昌 銘「公鳳齋」 19世紀後期

Provenance: Marcel Lorber collection.

Karl M. Schwarz collection.
 Hans-Martin Schmitz, Cologne, Germany, 2008.

Published: Karl M. Schwarz, *Netsuke Subjects: A Study on the Netsuke Themes with Reference to Their Interpretation and Symbolism*, Vienna, Cologne and Weimar, Boehlau Verlag, 1992, no.161.

This is probably the netsuke mentioned but not illustrated in the catalogue of the H. Seymour Trower collection, 1912, lot 598 and in George Lazarnick (ed.), *The Meinertzhagen Card Index of Netsuke in the Archives of the British Museum*, Alan Liss, Inc., New York, 1986, p.355.

Hirai Yasumasa was the brother of the brigand Hakamadare Yasusuke, who attacked him and threatened to kill him. Yasumasa however, continued, as he had been doing, to play his flute, which so captivated his attacker that he desisted from his intention.



151



152

151

THREE WOOD NETSUKE

The second by Juboku, 19th century
The first a *shishimai* (lion-dancer) seated with his cloak raised over his head, imitating the form of Daruma meditating, the slightly worn wood bearing a good patina, *unsigned*, 4.2cm (1 5/8in) high; the second a small, almost naked man struggling to climb onto a huge pumpkin, signed *Juboku*, 3.5cm (1 3/8in) wide; the third a *tabako-ire* (tabacco pouch) carved with simulated tooled leather designs, *unsigned*, 3.8cm (1 1/2in) wide. (3).

£900 - 1,200
JPY140,000 - 190,000
US\$1,300 - 1,700

木彫根付 三点 (獅子舞、南瓜に登る男、煙草入) 19世紀

Provenance: the first Frieder Aichele in 1993.
The second purchased at Nagel, Stuttgart, November 2001, auction no.22A, lot 1595.
The third purchased in Kyoto, 1982.

152^{YΦ}

TWO MASK NETSUKE AND AN OJIME OF A CURLED RAT

The first by Garaku, the second by Deme Uman, Early to late 19th century
The first mask of ivory, depicting Okame, the smiling chubby face with open mouth and the reverse engraved with a simulated wood grain, the somewhat worn ivory of a good colour, signed in an irregular reserve *Garaku*, 4cm (1 9/16in) high; the second of wood, of Onna, with open mouth and centrally parted hair, her forehead with inlaid *urna* marks, signed *Deme Uman*, 4.2cm (1 5/8in) high; the *ojime* in the form of a coiled mouse, holding its tail around its body, *unsigned*, 2.2cm (7/8in high) high. (3).

£1,200 - 1,500
JPY190,000 - 240,000
US\$1,700 - 2,100

象牙彫面根付 一点 (お龜)
木彫面根付 一点 (女)
象牙彫緒締 一点 (鼠)
19世紀前期-後期

Provenance: the first Offermann and Schmitz, Wuppertal, Germany, 1997.
The second Albert Brockhaus collection, sold at Christie's, London, 25 November 1980, lot 178.
Frieder Aichele, Stuttgart, Germany, 1984.
The third purchased in Kyoto, 1982.



153



153

A WOOD NETSUKE OF A HUMAN SKULL

By Gyokumin, 19th century

Carved in a naturalistic manner with lightly engraved sutures on the crown, the slightly worn wood bearing a good patina; signed *Gyokumin* with seal *Koku*.

4.8cm (1 7/8in) wide.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

木彫根付 頭蓋骨 銘「玉民 谷 (方印)」 19世紀

Provenance: Hans-Martin Schmitz, Cologne, 2014.



154



154

A BOXWOOD NETSUKE OF A DRAGON PAINTING

By Masanao, Ise, 19th century

The scroll partly unrolled from the bottom and the top folded back, carved in relief with a painting of a dragon amid swirling clouds that comes to life, the well-toned wood slightly worn, the roller inlaid with pale translucent horn; signed *Masanao*.

3.5cm (1 3/8in) wide.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 龍図掛軸 銘「正直」 19世紀

Provenance: purchased at Kunsthandel Klefisch, Cologne, November 1985, auction no.30, lot 720.

The subject refers to one of the two Chinese painters Cho Soyo (in Chinese, Zhang Sengyu) or Go Doshi (in Chinese, Wu Daozi) who painted such lifelike dragons that they came to life from their pictures.



155



156

155^YΦ

AN IVORY NETSUKE OF A PAINTING OF SHOKI

By Shuraku, 19th century

The painting partly unrolled and carved in relief with Shoki wielding his sword, a demon fleeing on the reverse, the well-toned ivory slightly worn and the rollers inlaid; signed in an irregular reserve

Shuraku kore o kizamu.

6cm (2 3/8in) high.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 鍾馗図掛軸 銘「秀楽刻之」 19世紀

Provenance: purchased at Beausant Lefèvre, Paris, 20 November 2009, lot 210.

156^YΦ

AN IVORY NETSUKE OF A PAINTING OF OKAME

By Shuosai, 19th century

The scroll partly open and depicting Okame emerging and throwing beans to exorcise demons at the Setsubun festival, a demon escaping on the reverse, the well-toned ivory slightly worn and the rollers inlaid; signed

Shuosai kore o kizamu. 5.7cm (2 1/4in) high.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 お龜図掛軸 銘「秀翁齋刻之」 19世紀

Provenance: purchased at Nagel, Stuttgart, 8 May 2013, auction no.695A, lot 3087.

For a variation on the subject by Shuosai, see George Lazarnick, *Netsuke and Inro Artists and How To Read Their Signatures*, Honolulu, Reed Publishers, 1981, p.1006.



157



158



Flora and Other Categories

157

A SMALL WOOD NETSUKE OF A MOKUGYO (WOODEN GONG)

By Tetsugendo Kyusai (1879-1938), Osaka, early 20th century
Of typical form, the sides carved with scales and the handle formed as two confronting dragons with trailing manes, the wood dark stained and the dragon's pupils inlaid; signed *Kyusai*.
2.5cm (1in) high.

£600 - 700

JPY95,000 - 110,000

US\$850 - 1,000

木彫根付 木魚 銘「鳩齋」 20世紀前期

Provenance: purchased at Kunsthandel Klefisch, Cologne, 1976, auction no.8.

158

THREE WOOD NETSUKE

The first by Hideharu and the second by Kokei, 19th century
The first of a basket of charcoal, slightly worn and with a good patina, signed *Hideharu*, 3.8cm (1½in) wide; the second of an eggplant attached to a stalk which forms the *himotoshi*, and formed from well-patinated *kurogaki* (black-persimmon) wood, signed *Kokei*, 3.8cm (1½in) high; the third of a lotus seed pod with seven loose seeds and a looped stalk, *unsigned*, 4.2cm (1 5/8in) high. (3).

£800 - 1,000

JPY130,000 - 160,000

US\$1,100 - 1,400

木彫根付 三点 (炭、茄子、蓮の実) 19世紀

Provenance: the first purchased in Kyoto, 1986.
The third purchased at Kunsthandel Klefisch, Cologne, 1978, auction no.13.



159

159^{Y Φ}

AN IVORY NETSUKE OF MUSHROOMS

Late 18th/early 19th century

Of elongated form, comprising five mushrooms of differing species, the stalk of one forming the *himotoshi*, the slightly worn ivory bearing a good patina; *unsigned*.

7.6cm (3in) wide.

£1,200 - 1,500

JPY190,000 - 240,000

US\$1,700 - 2,100

象牙彫根付 茸 無銘 18世紀後期/19世紀前期

Provenance: purchased at Nagel, Stuttgart, May 1998, auction no.14A, lot 1672.



160

160

A WOOD NETSUKE OF A MUSHROOM

By Tanaka Minko (1735-1816), Tsu, late 18th century

Of elegant form, the cap inlaid with silver dewdrops and a smaller button mushroom growing at the side, the space between them forming the *himotoshi*, the well-patinated wood slightly worn;

signed *Minko with kao*. 3.5cm (1 3/8in) high.

£1,000 - 1,500

JPY160,000 - 240,000

US\$1,400 - 2,100

木彫根付 茸 銘「岷江（花押）」 18世紀後期

Provenance: J. A. Fairley collection.

M. T. Hindson collection.

Purchased at Lempertz, Cologne, 8 June 2001, auction no.806, lot 1232.

Published: Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd., and Sotheby Parke Bernet Publications, 1974, p.212, no.648.

George Lazarnick (ed), *The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986, p.509.

Meinertzhagen wrote, 'An unpretentious netsuke, but extremely well modelled and carefully detailed as seen in the fine cutting of the radiating grooves on the underside of both fungi, justifying the conclusion that the piece is a genuine Minko'.



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A FINE WOOD NETSUKE OF DRIED FISH AND NUTS

By Hogen Tadayoshi, Nagoya, 19th century

Several nuts of varying type clustered together and with two long dried *niboshi* (tiny dried sardines) crossed over the top, forming a compact composition in boxwood which has been variously stained for effect; signed with *ukibori* characters *Hogen Tadayoshi*.

4.5cm (1¾in) wide.

£2,500 - 3,000

JPY400,000 - 480,000

US\$3,600 - 4,300

木彫根付 煮干し堅果 銘「法眼忠義」 19世紀

Provenance: M. T. Hindson collection.

Jacques Carré collection.

Published: Neil K. Davey, *Netsuke, a Comprehensive Study Based on the M. T. Hindson Collection*, London, Faber & Faber Ltd and Sotheby Parke Bernet Publications, 1974, p.192, no.581.

Eskenazi, *Japanese Netsuke from the Carré Collection*, London, 1993, p.164, no.219.

END OF SALE

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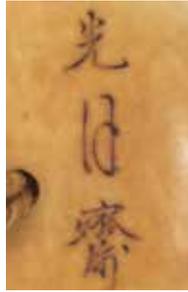
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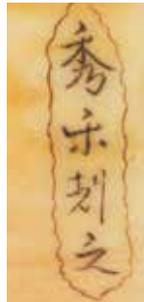
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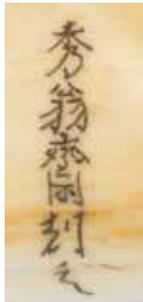
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NETSUKE INDEX

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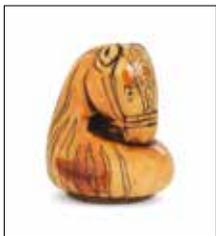
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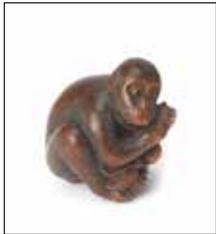
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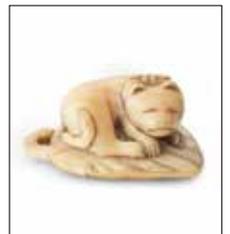
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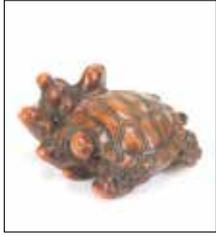
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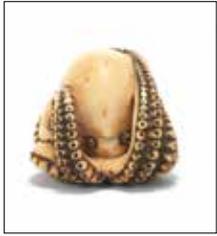


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Mythological Creatures



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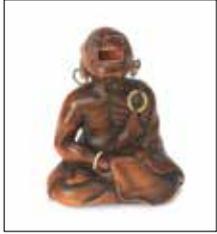


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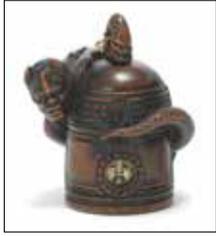
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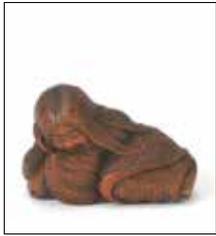


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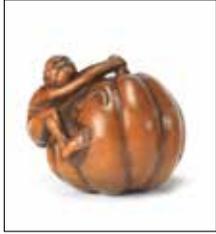
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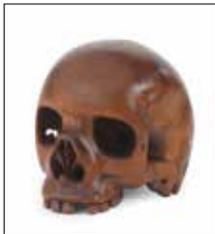


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FINE JAPANESE ART

Thursday 12 May 2016
New Bond Street, London

Preview
7 - 11 May 2016



**A GROUP OF MEIJI-ERA (1868-1912)
KYOTO DECORATED IRONWARE**
Estimates ranging from:
£1,000 - 15,000

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FINE JAPANESE ART

Thursday 12 May 2016
New Bond Street, London

Preview

7 - 11 May 2016

TWO FINE LACQUER INRO (MEDICINE CASES) BY SHIBATA ZESHIN (1807-1891)

Meiji era (1868-1912)

Estimates:

£20,000 - 30,000 (right)

£40,000 - 50,000 (left)

ENQUIRIES

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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* on each lot purchased:

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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

*, †, ‡, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Lot" any item consigned to *Bonhams* with a view to its *Sale* 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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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

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Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: Netsuke from a European Private Collection		Sale date: 8 May 2016													
Sale no.: 23772		Sale venue: New Bond Street													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
£10 - 200by 10s	£10,000 - 20,000by 1,000s														
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s														
£500 - 1,000by 50s	£50,000 - 100,000by 5,000s														
£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s														
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion														
£5,000 - 10,000by 500s															
Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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