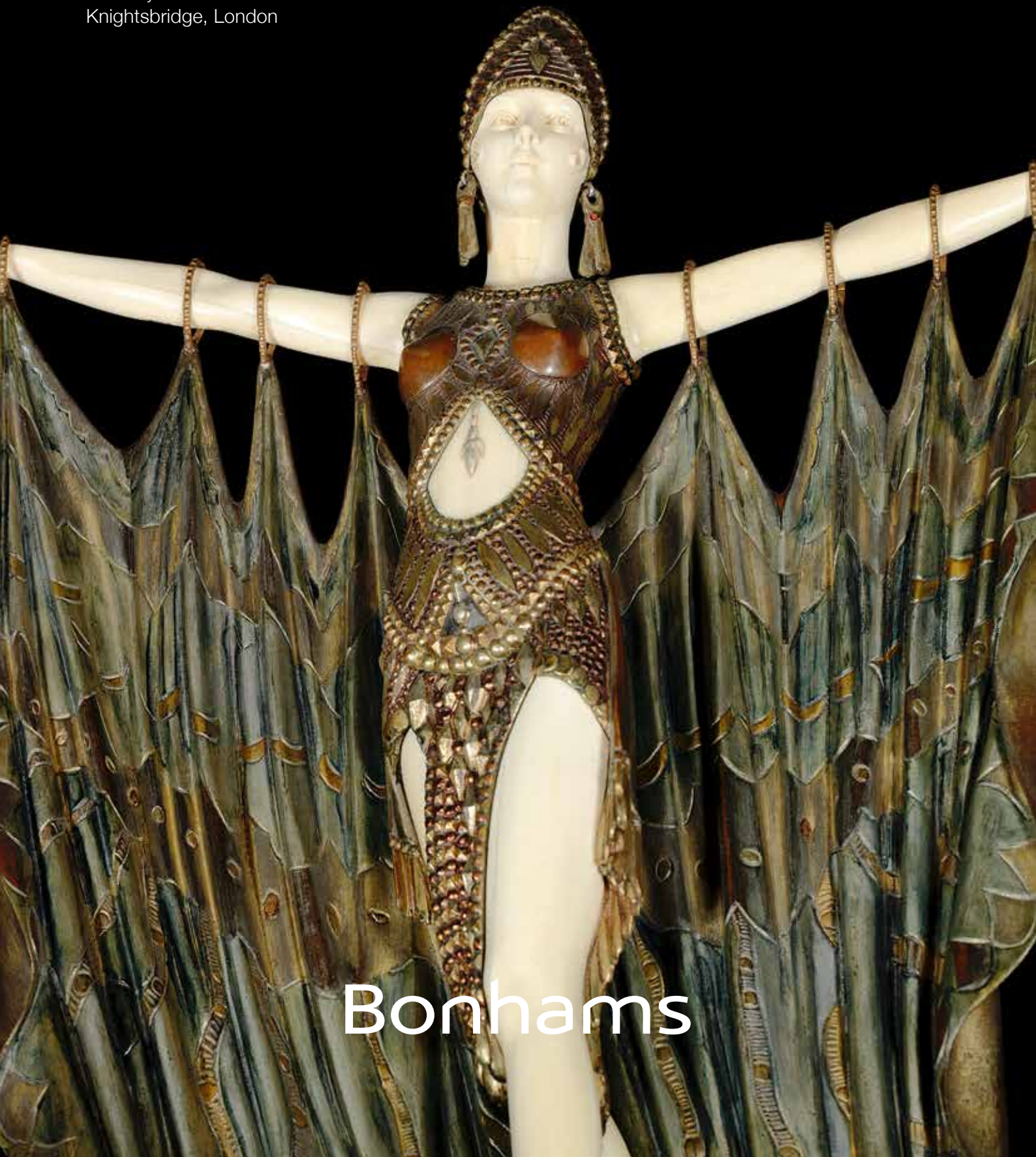
DECORATIVE ARTS FROM 1860

Tuesday 13 June 2017
Knightsbridge, London



Bonhams

DECORATIVE ARTS FROM 1860

Tuesday 13 June 2017 at 1pm
Knightsbridge, London

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ILLUSTRATION
Front cover: Lot 97
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IMPORTANT INFORMATION
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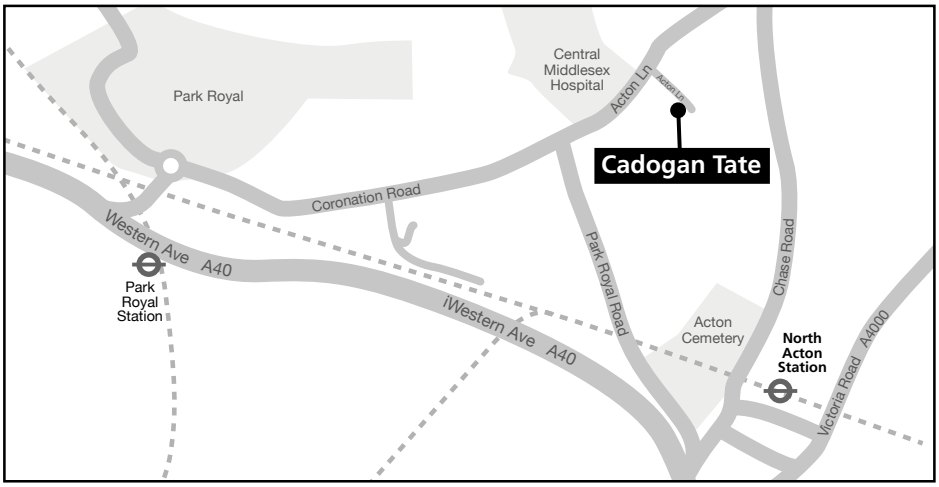

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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP
All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP from 9.00am Thursday 15 June 2017..

COLLECTION
Sold lots marked **TP** will be available for collection from Cadogan Tate from 12pm Friday 16 June 2017 and then every working day between 9am-4.30pm. Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection.

Photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance.

Photographic id of the third party will requested at the time of collection.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 988 6100 to ensure lots are ready at time of collection.

All other sold lots will remain in the Collections room at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date Tuesday 13 June 2017
Lots not collected by 5.30pm Tuesday 27 June 2017 will be return back to the department storage charges may apply.n.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage
Storage will be free of charge for the first 14 calendar days from & including the sale date Tuesday 13 June 2017

Charges will apply from 9am Tuesday 27 June 2017.

Pictures and small objects:
£2.85 per day + VAT
Furniture, large pictures and large objects:
£5.70 per day+ VAT
(Note: Charges apply every day including weekends and Public Holidays)

Handling
After the first 14 calendar days following the sale the following handling charges apply per Lot:

Pictures and Large objects:
£21.00+ VAT
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Loss and Damage
Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges.

The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† VAT 20% 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

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IMPORTANT NOTICE
A surcharge of 2% is applicable when using MasterCard & Visa credit cards and overseas debit cards.

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All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

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(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card.

Payment at time of collection by:
cash, cheque with banker's card, credit, or debit card.

1

2

1
CHRISTOPHER DRESSER FOR HUKIN & HEATH
A Plated Metal Tureen and Lid, circa 1870
having ebonised wooden handles and finial raised off three splayed feet
31cm diam, stamped maker's marks, numbered '2128'

£1,500 - 2,000
€1,800 - 2,400

2
EMILE GALLÉ
An Art Nouveau Engraved Vase, circa 1900
blue glass decorated with fern leaves
22.5cm high, engraved to base 'E.Gallé Nancy' on raised butterfly motif

£2,500 - 3,000
€2,900 - 3,500

3 *
EMILE GALLÉ
A Large Cameo Glass Vase, circa 1900
the pale green body overlaid with red and purple, acid-etched with stems of flora and leaves
66cm high, signed 'Gallé'

£3,000 - 4,000
€3,500 - 4,700

4
EMILE GALLÉ
A Soufflé Glass Vase, circa 1900
decorated with stems of yellow flora in high relief
24.5cm high, signed 'Gallé'

£5,000 - 6,000
€5,900 - 7,100

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

3

4

5

5 (detail)

5 TP

EUROPEAN

An Art Nouveau Carved Marble and Alabaster Figural Lamp, late 19th century/early 20th century
depicting the female figure holding aloft a flaming torch, with painted flame shade, her outfit with gilt and bronze highlights; raised on a dark green marble column
lamp - 75cm high; with column - 103.5cm high; indistinct engraved signature

£2,000 - 3,000
€2,400 - 3,500

6 TP

CARLO BUGATTI

A Desk and Armchair, circa 1905
walnut, with inlayed ebonised decoration, and applied parchment and brass
chair - 67 x 72 x 119 (cms); desk - 80 x 60 x 79 (cms) (2)

£10,000 - 15,000
€12,000 - 18,000

7 TP

CARLO BUGATTI

A Corner Chair, circa 1905
walnut, vellum and ebonised inlayed decoration, with embossed copper and brass, rope and silk tassles
72.5 x 64 x 56 (cms)

£3,500 - 4,500
€4,100 - 5,300

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

6

GIMSON FURNITURE

By Annette Carruthers

By 1916, when he showed more than thirty pieces of furniture in the Arts and Crafts Exhibition at Burlington House in London, Ernest Gimson (1864-1919) was firmly established as a leading designer in this field, hailed in a Manchester Guardian review as 'the presiding genius here'.

Gimson had first designed furnishings during his architectural apprenticeship in Leicester and was a partner in the short-lived but influential London firm of Kenton & Company (1890-92). In 1893 he moved with fellow architects Sidney and Ernest Barnsley to the Cotswolds, where they practised a variety of crafts together and lived the 'simple life' in the country. From 1902 Gimson ran workshops at Daneway House, near Cirencester, and in this remote rural spot employed up to a dozen men at a time, producing woodwork and distinctive original metal fittings. Hundreds of his designs for individual items of furniture survive in The Wilson, Cheltenham's Museum, and he also worked with architect friends on large-scale fittings for churches and other buildings.

Pieces in this sale span the lifetime of the Daneway workshop. The small cabinet of drawers is similar to one in a very early photograph of Gimson's showroom (lot 13). Its making is not of the superb technical quality seen later when the cabinetmakers had all settled in, but the bold and lively design shows his interest in the effect of octagonal brass handles against fielded panels in rich solid timber. Also early are the two tables (lots 14 and 15) and large chest of drawers (lot 12); three alternative designs exist for the chest, all dated 3 June 1904, and the unknown client scribbled 'Prefer this' on the one chosen.

One of the tables (lot 15) was made for Lord and Lady Bathurst, Gimson's landlords and important patrons of his enterprise. Many of the customers were wealthy landowners or people in business, but Gimson's friends and colleagues also bought or commissioned pieces and the coffer in English oak was owned by Robert Weir Schultz, a Scottish architect who filled his home with such furniture. Its traditional form and severe simplicity is typical of the style preferred by these close associates. Also typical of the workshop's mature production is the linen press on a stand (lot 11), with its horizontal ribs emphasising the presence inside of sliding trays, revealed joints as an important feature of the design, and carefully chosen figured English walnut.

Another group of supporters vital for the success of the workshops was the Gimson family. The corner cabinet (lot 16) of 1916 was made for his distant cousin, Kingsley Gimson, and is a superb example of Gimson's later work, based on designs from 1902 but with adjustments reflecting his later preoccupations. Like Voysey and Mackintosh he aimed to refine his forms with every new commission. In this case the curvaceous cornice derived from his collaboration with Detmar Blow on interiors at Wimborne House in Piccadilly, while the rich combination of mahogany inlaid with ebony and holly is typical of one strand of his production, generally for the wealthiest of clients. The quality of the construction by Ernest Smith and Harry Davoll under the supervision of Peter Waals is astonishing, especially given that this was the middle of the First World War, when there were few cabinetmakers left in the workshop.

Gimson's high reputation as a furniture designer who, with Sidney Barnsley, created a new style based on traditional forms and celebrating craft skills, is well deserved. He produced elegant, practical and superbly well-made pieces which pleased his clients and have had an enormous influence on craftworkers and commercial makers up to the present day.

Annette Carruthers was a curator in the museums in Leicester and Cheltenham before working as a lecturer at the University of St Andrews. She has published widely on the Arts and Crafts Movement

Annette is working with Mary Greensted and Barley Roscoe on a new book on Ernest Gimson for publication in 2019, the centenary year of his death.

8

8 TP
ATTRIBUTED TO ERNEST GIMSON
A Six Plank Coffer, circa 1904
oak, with carved edges and dovetail joins
145 x 34.5 x 63 (cms)

£2,000 - 3,000
€2,400 - 3,500

Provenance
Sold for £6500 in the sale of the Andrew Keith Collection, Law Fine Art, 5.4.2005, lot 2002. The Keith Collection came from Robert Weir Schultz. Schultz lived at The Barn, Hartley Wintney, Hampshire, from about 1903 and another coffer made for him by Gimson's workshop is dated 1903, lot 320, the Andrew Keith collection.

Related designs by Gimson are held at Cheltenham Art Gallery and Museum: 1941.222.571 has similar pegged construction and 1941.222.574, which is dated 28 April 1904, has similar bracing struts on the lid.

9
ARTHUR ROMNEY GREEN
A Linen Press, circa 1900
oak, a pair of multiple fielded panelled doors with carved sliding bar lock, above four cedar-lined drawers with carved handles, on five bun feet
198.5 x 132 x 69 (cms)

£3,000 - 5,000
€3,500 - 5,900

9

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10

10 TP

ATTRIBUTED TO ERNEST GIMSON

A Tallboy Chest, circa 1903
walnut, of rectangular form, a pair of panelled doors above four long drawers, with metal ring handles embossed with a line and dot pattern, on stile supports
183.5 x 75 x 57 (cms)

£3,000 - 5,000
€3,500 - 5,900

This is possibly the central section from what would originally have been a three-part item, a tallboy flanked by two wardrobes. Gimson's design reference 1941 222.522 (Cheltenham Art Gallery and Museum) is similar but of inlaid oak, dated 8 Dec 1903.

11 TP

ATTRIBUTED TO ERNEST GIMSON

A Linen or Needlework Press, possibly designed c.1904
walnut, two pairs of fielded panelled doors enclosing twelve slides, above two short drawers with metal drop handles and round ring handles embossed with flowers, on bracket feet
158.5 x 148.5 x 56 (cms)

£6,000 - 9,000
€7,100 - 11,000

The present lot looks like drawing 1941.222.526 held at Cheltenham Art Gallery and Museum, which is unfortunately undated.

It was possible that the slides were used to keep silk embroideries in, which would tie in with the notion that it could have been commissioned just after the exhibition at the Royal School of Art Needlework in 1904.

12 TP

ERNEST GIMSON

A Large Chest of Drawers, circa 1904
walnut, of rectangular shape with six raised twin panel drawers and round metal loop handles, on bracket feet
170 x 99 x 80 (cms)

£8,000 - 12,000
€9,400 - 14,000

The design in The Wilson, Cheltenham (accession number 1941.222.474) is dated 3 June 1904. Gimson offered three alternative arrangements of drawers to the unknown client and a note on this one says 'Prefer this' and also shows an amendment to the design of the end panels. The alternative designs are 1941.222.473 & 475, both also dated 3 June 1904.

Gimson had an exhibition of his work at the Royal School of Art Needlework, London, in the spring of 1904 and it seems likely that this was one of the orders he received at that time.

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11

12

13

13 TP

ERNEST GIMSON

A Cabinet on Stand, circa 1902
walnut, four squared drawers with metal loop handles, on raised legs with an H-stretcher
126 x 50.5 x 37.5 (cms)

£5,000 - 8,000
€5,900 - 9,400

A similar cabinet in a different timber was sold at Sotheby's, 28 April 2009, lot 2, and was dated by Mary Greensted as c.1902 because it appeared in an early photo of Gimson's showroom at Daneway House. This example has the addition of a stand, and while designs were sometimes re-used, the construction suggests an early date.

14 TP

ATTRIBUTED TO ERNEST GIMSON

A Kneehole Writing Table, circa 1904
walnut, the rectangular top above one long and two short frieze drawers, over two short drawers flanking the kneehole, on square section legs, the metal ring handles decorated with embossed line and dot pattern
140 x 52.5 x 76 (cms)

£2,000 - 3,000
€2,400 - 3,500

See Gimson's designs, Cheltenham Art Gallery and Museum archive: 1941.222.436, dated 27 March 1903, dressing table in Cuban mahogany with handles of beaten silver. There is a similar design for a writing table in cedar. The writing table design is also early – 16 May 1904, 1941.222.373.1.

15 TP

ERNEST GIMSON

A Washing Stand, circa 1903
mahogany, the rectangular top above a pair of short frieze drawers, the silver metal ring handles embossed with acorns, on square leg with an H-stretcher
109 x 52.5 x 77.5 (cms)

£1,500 - 2,000
€1,800 - 2,400

Provenance
Duke's of Dorchester sale including 12 lots from Lord Bathurst's Collection, June 18th 2009.

The present example is probably design 1941.222.436 (see Cheltenham Art Gallery and Museum archive) a washing stand in Cuban mahogany with silver handles for Countess Bathurst dated 27th March 1903. The design dates from the period when Gimson was just setting up the Daneway workshop on his own. The Bathursts were his landlords and were supportive of the business.

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14

15

16 (details)

16 TP Y

ERNEST GIMSON

A Display Cabinet, designed and executed 1916
mahogany, with lozenge, square and triangular pattern inlay in maccassar ebony, the arched shaped pediment above an astragal glazed panelled door, enclosing three shelves, over a lozenge and quarter veneered door centred by a raised lozenge medallion, finished with inlaid chequered beading in holly and ebony, on bracket feet
223 x 58 x 101 (cms)

£12,000 - 18,000
€14,000 - 21,000

Made for Gimson's distant cousin Kingsley Gimson in 1916. The design is 1941.222.39, dated 25 July 1916, to be made in mahogany inlaid with holly & ebony.

There are copies of letters in the museum at Cheltenham relating to the piece and the workshop Job Book tells us how many hours it took to make: over 1000 hours, i.e. about 20 weeks in 1916-17. It was made by Ernest Smith with some assistance from Harry Davoll, under the supervision of Peter Waals. The price charged was £85.10s, less than the cost of £88.10s given in the Job Book (1941.225.121, p.31).

The piece is typical of Gimson's later work. It is based on early designs but made much more elaborate by the addition of the shaped cornice. In one of his letters Gimson said he had received an order for a similar piece as a result, but that it would not be a repeat as he had 'used up the last veneers of a famous tree'.

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16

17

17
LOUIS MAJORELLE AND DAUM
A Rare Art Nouveau Bronze and Decorative Glass Table Lamp, circa 1910
the domed glass shade internally decorated in mottled tones of pale and dark blue with yellow 'stars', raised off a sinuous gilt-bronze base with tendrils and berries
66cm high, the base engraved 'L.Majorelle Nancy', the shade engraved 'Daum Nancy'

£5,000 - 7,000
€5,900 - 8,200

18
LOUIS MAJORELLE AND DAUM
An Art Deco Wrought Iron and Blue Glass Bowl, circa 1925
the shaded blue glass bowl with foil inclusions
25.5cm diam, engraved to base 'L.Majorelle' and 'Daum Nancy'

£1,000 - 1,500
€1,200 - 1,800

18

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19

20

19
RAYMOND SUBES AND DAUM
An Art Deco Wrought Iron and Coloured Glass Table Lamp, circa 1925 fashioned with pierced floral panels supporting a domed glass shade internally decorated in mottled red and orange
71cm high

£3,000 - 5,000
€3,500 - 5,900

20
VICTOR HEINRICH SEIFERT
'Trinkende' a Large Size Gilded Bronze Study, circa 1920 raised off a circular pink marble base
69.5cm high, signed in cast 'Prof V.H Seinfert'

£6,000 - 8,000
€7,100 - 9,400

21

22

21
JACQUES ADNET
An Art Deco Drinks Cabinet, circa 1935
ash, parchment covered exterior, with brass handles and feet
105 x 38.5 x 67 (cms)

£3,000 - 4,000
€3,500 - 4,700

22
JEAN DUNAND
A Patinated and Cold-Painted Bronze Model of a Cobra, circa 1925
the scales heightened in red
15cm high, stamped 'Jean Dunand'

£5,000 - 7,000
€5,900 - 8,200

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23

24

23
GABRIEL ARGY-ROUSSEAU
'Papyrus' a Pâte de Verre Glass and Metal Table Lamp, circa 1925
in tones of green, purple, violet and black
16.2cm high, signed 'G.Argy-Rousseau'

£3,000 - 4,000
€3,500 - 4,700

24
GABRIEL ARGY-ROUSSEAU
An Art Deco Pâte de Verre Vase with Greek Key Design, circa 1925
in mottled tones of green, blue and purple
24cm high, signed 'G.Argy-Rousseau France'

£5,500 - 6,500
€6,500 - 7,700

25

25 AR

CHARLES LOUPOT (SWISS, 1892-1962)
'Hiver Femme Blanche', 1917
mixed technique; oil, watercolour and chalk
120 x 90 (cms); signed and dated

£12,000 - 15,000
€14,000 - 18,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

26

27

26
MAURICE GUIRAUD-RIVIÈRE FOR SÈVRES
'The Venetian' a Large Unglazed Porcelain Figure of a Cloaked Female Figure, 1923
on stepped base
54cm high, artist's name with maker's marks and date to base

£1,000 - 1,500
€1,200 - 1,800

27
LUCILLE SEVIN FOR ETLING
'Isadora' an Art Deco Opalescent Glass Figurine, circa 1925
on stepped circular base for possible mounting as a car mascot
20.5cm high, moulded 'Etling France'

£1,500 - 2,000
€1,800 - 2,400

28
PIERRE D'AVSEN
A Rare Art Deco Opalescent Glass Vase, circa 1925
moulded in relief with three elephant masks amid jungle foliage, heightened with blue staining
22cm high, moulded in relief 'P.D'Avsen France'

£1,200 - 1,500
€1,400 - 1,800

28

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29

30

31

29
J. CORMIER
An Art Deco Patinated Bronze Study of a Female Nude with Scarf on faceted base
61cm high, signed in cast with 'Barbedienne Paris' foundry stamp

£2,000 - 2,500
€2,400 - 2,900

30
JOE DESCOMPS
An Art Deco Patinated Bronze Study of a Female Nude with Cloak, circa 1925
raised on a variegated marble base
44cm high, signed in cast

£2,200 - 2,800
€2,600 - 3,300

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32

31
SYBILLE MAY
An Art Deco/Cubist Model of a Seated Female Nude, circa 1935
35cm high, signed in cast 'Sybille May'

£1,600 - 2,000
€1,900 - 2,400

32
ERNST BARLACH (1870-1938)
'Der Sanger' a Patinated Bronze Figure, 1931
cast as a figure in full-length robes on rectangular base
51.5cm high, signed in cast 'E.Barlach'

£12,000 - 15,000
€14,000 - 18,000

33

34

33
BRUNO ZACH
'The Slave Trader' a Patinated Bronze Study, circa 1920
raised off a faceted black variegated marble base
70.5cm high, signed in cast 'Zach'

£3,000 - 5,000
€3,500 - 5,900

34
BRUNO ZACH
A Patinated Bronze Study of a Female Figure, circa 1925
the figure wearing a negligee and stockings, raised off a marble base
46.5cm high, signed 'Zach' to bronze base

£2,000 - 3,000
€2,400 - 3,500

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35

35 Y Φ

BRUNO ZACH

'The Cigarette Girl' a Large Art Deco Carved Ivory and Gilded Bronze Study, circa 1925
raised off a variegated marble base
72.5cm high, artist signature in cast

£40,000 - 50,000
€47,000 - 59,000

35 (detail)

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36

36 Y Φ

BRUNO ZACH

An Unusual Pair of Carved Ivory and Patinated Bronze Caricature Figures, circa 1925
each modelled in clown costume, raised off an oval variegated marble base
34cm and 28cm high, signed 'Zach' in cast (2)

£8,000 - 12,000
€9,400 - 14,000

Literature
Alberto Shayo, 'Statuettes of the Art Deco Period', 2016, page 240.

37 Y Φ

LUCIEN ALLIOT

'Moonlight' an Art Deco Carved Ivory and Patinated Bronze Figural Lamp, circa 1925
modelled as a couple in Pierrot costume seated on a crescent moon with lucite casing for illumination, on marble base
39cm high, signed in cast 'L.Alliot'

£2,500 - 3,500
€2,900 - 4,100

37

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38

39

38 Y Φ

SCHMIDT-CASSEL

An Art Deco Carved Ivory and Silvered, Gilded and Cold-Painted Study of a Female Dancer, circa 1925
raised off a stepped base
32.5cm high, signed in cast 'Schmidt-Cassel'

£6,000 - 8,000
€7,100 - 9,400

39 Y Φ

PAUL PHILIPPE

'Pierette' an Art Deco Carved Ivory and Silvered Bronze Study, circa 1925
on a stepped base raised off a marble disc
38cm high, signed in cast 'Philippe R u M'

£8,000 - 10,000
€9,400 - 12,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

40

41

40 Y Φ

PAUL PHILIPPE

'Radha' an Art Deco Carved Ivory and Gilded Bronze Model, circa 1925
with cold-painted highlights, raised off a stepped marble base
38.5cm high, engraved 'P.Philippe' to base

£6,000 - 8,000
€7,100 - 9,400

41 Y Φ

PAUL PHILIPPE

'Spanish Dancer' an Art Deco Carved Ivory and Gilded and Cold-Painted Model, circa 1925
mounted on faceted rectangular base
37cm high, signed in cast 'P.Philippe'

£5,000 - 7,000
€5,900 - 8,200

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

42

42 Y Φ

PAUL PHILIPPE

'Russian Dancer' a Large Size Art Deco Carved Ivory and Gilded-Bronze Model, circa 1925
raised off a pale rose-coloured marble base
58.5cm high

£15,000 - 20,000
€18,000 - 24,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

43

43 (detail)

43 Y Φ

PAUL PHILIPPE

'Dancer' an Art Deco Carved Ivory and Gilded Bronze Study, circa 1925
on stepped base raised on a marble disc
41cm high, signed in cast 'P.Philippe R u M'

£10,000 - 12,000
€12,000 - 14,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

44

44 ΥΦ

PAUL PHILIPPE

'The Star' an Art Deco Carved Ivory and Gilded Bronze Study, circa 1925

raised off a stepped marble base

53cm high, engraved 'P. Philippe' to base

£12,000 - 15,000
€14,000 - 18,000

44 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

45

46

45 Y Φ

PAUL PHILIPPE

'Russian Dancer' an Art Deco Carved Ivory and Patinated Study, circa 1925
the costume with cold-painted 'jewelled' highlights, raised off a marble base
39.5cm high, engraved to base 'P.Philippe'

£10,000 - 15,000
€12,000 - 18,000

46 Y Φ

GERDAGO

An Art Deco Carved Ivory, Gilded and Cold-Painted Study of an Exotic Dancer, circa 1925
her gilded costume highlighted in blue and red, mounted on a large onyx base
31cm wide x 18cm high, signed in cast 'Gerdago'

£2,000 - 3,000
€2,400 - 3,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

47

47 Y Φ

JOE DESCOMPS

'Comedie' an Art Deco Carved Ivory and Gilded Bronze Study of a Female Dancer with Theatrical Mask, circa 1925
in elaborate 'jewelled' costume, raised off a stepped marble base
42.5cm high, signed in cast 'Joe Descomps'

£12,000 - 15,000
€14,000 - 18,000

Literature
Victor Arwas, 'Art Deco Sculpture', 1992, page 84.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

48

49

48 (detail)

48 Y Φ

PROF OTTO POERTZEL

'Columbine and Harlequin' an Art Deco Carved Ivory and Cold-Painted Bronze Study, circa 1925
raised off a domed variegated marble base
36.2cm high, signed in cast 'Prof.Poertzel'

£10,000 - 15,000
€12,000 - 18,000

49 Y Φ

PROF OTTO POERTZEL

'Snake Dancer' an Art Deco Carved Ivory, Textured, Silvered and Ebonised Bronze Study, circa 1925
raised off a stepped onyx base
27.2cm high, engraved to base 'Prof Poertzel'

£5,000 - 7,000
€5,900 - 8,200

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

50

50 Y Φ

PROF OTTO POERTZEL

'The Snake Dancer' a Rare Art Deco Textured, Gilded and Ebonised Bronze with Carved Ivory Mantilla, circa 1925
raised off a variegated marble base
59cm high, engraved to base 'Prof Poertzel'

£15,000 - 20,000
€18,000 - 24,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

51

52

51
MARCEL BOURAINE
'Russian Dancer' an Art Deco Gilded Bronze Study, circa 1925
raised off a black marble base
27cm high, engraved to base 'Bouraine'

£2,500 - 3,000
€2,900 - 3,500

52
MARCEL BOURAINE
'Penthesilea; Queen of the Amazons' an Art Deco Bronze Study, circa 1925
with detachable wooden display base
49cm long (without wooden base), artist signature in cast with 'Susse Fre Editions Paris' foundry mark and 'Cire Perdue' stamp

£2,200 - 2,800
€2,600 - 3,300

53
JOSEF LORENZL
An Art Deco Patinated Bronze Model of a Nude Female Dancer, circa 1925
raised off a faceted variegated marble base
36.5cm high, signed in cast 'Lorenzl'

£2,500 - 3,500
€2,900 - 4,100

54
MAX LE VERRIER
A Large Art Deco Style 'Clarte' Figural Lamp, 20th Century
with globular glass shade, raised off a stepped black marble base
85cm high, signed 'M. Le Verrier' in cast with 'Le Verrier' foundry stamp

£4,500 - 5,500
€5,300 - 6,500

55
JOSEF LORENZL
A Stylish Art Deco Silvered Bronze Study of a Naked Female with Three Hounds, circa 1925
33cm high, signed in cast 'Lorenzl'

£7,000 - 9,000
€8,200 - 11,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

53

54

55

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

56

57

56
MARCEL BOURAINE
'Guerriere' an Art Deco Silvered Bronze Model, circa 1925
on variegated marble base
60cm long, engraved to base 'Bouraine'

£3,000 - 4,000
€3,500 - 4,700

57
GEORGES LAVROFF
An Impressive Art Deco Figural Bronze, Marble and Onyx Clock Garniture, circa 1925
cast as a seated female playing with a cat, heightened in tones of silver and gold
the clock - 52cm wide x 44cm wide (without garniture), signed in cast 'G.Lavroff' (3)

£3,000 - 4,000
€3,500 - 4,700

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

58

58 TP

MARCEL BOURAINE

'Penthesilea; Queen of the Amazons' a Rare Art Deco Silvered Bronze Study, circa 1925

80cm long, signed in cast with 'Cire Perdue' stamp and 'Susse Fre Editions Paris' foundry mark

£5,000 - 7,000
€5,900 - 8,200

59

MARQUET

An Art Deco Silvered Bronze Model of a Nude Female Dancer, circa 1925

raised off an onyx base

39.5cm high, signed in cast 'Marquet'

£2,000 - 2,500
€2,400 - 2,900

59

60

61

60
PIERRE LE FAGUAYS
'Dancer with Thyrsus' a Large Size Art Deco Gilded and Cold-Painted Figure, circa 1925
raised off a stepped variegated marble base
55.5cm high, engraved artist's name to base

£5,500 - 6,500
€6,500 - 7,700

61
PIERRE LE FAGUAYS
A Large Art Deco Gilded Bronze Model of a Female Nude with Flowers, circa 1925
with cold-painted detailing to the flora, on a green marble base
50cm high, engraved to base 'Le Faguays' and with stamped 'Guillemard' foundry mark

£4,200 - 4,800
€4,900 - 5,700

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

62

63

62 TP
MICHEL DECOUX
A Substantial Art Deco Patinated Bronze Panther Group, circa 1925 on variegated black marble base with green marble inserts
82cm long, signed in cast 'Decoux'

£5,000 - 7,000
€5,900 - 8,200

63
GERMAN
An Impressive Carved Marble Model of a Snarling Panther, circa 1925 the creature with mottled tones, emerging from the undergrowth on rectangular base
80cm long, marks for 'Rupp and Moeller Karlsruhe' foundry

£3,000 - 4,000
€3,500 - 4,700

64

65

66

64
PIERRE LE FAGUAYS (FAYRAL)
'Harmony' an Art Deco Patinated Le Verrier Art Metal Study, circa 1930
raised off a black marble base
46cm high, signed in cast 'Fayral' with 'Le Verrier' foundry mark

£2,000 - 2,500
€2,400 - 2,900

65 Y Φ
MARCEL BOURAINE
'Balancing' an Art Deco Patinated Bronze and Carved Ivory Model, circa 1925
raised of a variegated marble base
49.5cm high, engraved 'Bouraine' to base

£3,000 - 4,000
€3,500 - 4,700

66
DUVERNET
'Oblivion' an Art Deco Gilded Bronze Study, circa 1925
with lidded alabaster cup, raised off a stepped marble base
30cm high, incised to base 'Duvernet'

£1,500 - 2,000
€1,800 - 2,400

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67

68

67
SAMUEL LYPCHYTZ
'Snake Dancer' an Art Deco Gilded and Cold-Painted Bronze, circa 1925
the costume enhanced with pale tones of blue, raised off a variegated marble and onyx base
47.5cm high, signed in cast 'Lypchytz'

£2,000 - 3,000
€2,400 - 3,500

68
CL J.R COLINET
'The Flute Player' a Gilded Bronze Study, circa 1920
raised off a variegated marble base inset with three figural plaques
54.5cm high, engraved artist signature to marble base

£2,200 - 2,800
€2,600 - 3,300

69
CL.J.R.COLINET
'The Juggler' an Art Deco Large Size Silvered Bronze Model, circa 1925
raised off a variegated circular marble base
52cm high, engraved to base 'CL J.R. Colinet'

£2,000 - 3,000
€2,400 - 3,500

69

70

71

70 Y Φ
CL J.R. COLINET
'Towards the Unknown' a Carved Ivory and Patinated Bronze Study, circa 1925
also known by the title 'Valkyrie', raised off a carved stone base
32.5cm high, engraved signature to base (some fingers missing)

£2,500 - 3,500
€2,900 - 4,100

71
CL.J.R COLINET
'Country Dance' an Art Deco Patinated Bronze Study of Two Naked Female Dancers circa 1925
raised off an elaborate variegated marble tray base inset with bronze figural plaques and adorned with corner mounts
53cm high, engraved artist's name to base

£4,000 - 5,000
€4,700 - 5,900

Literature
Brian Catley, 'Art Deco and Other Figures', 1978, page 119.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

72

73

72 Y Φ
CL.J.R. COLINET
'Crimean Dancer' an Art Deco Carved Ivory and Gilded Bronze Model, circa 1925
the circular base with mask embellishment
29.5cm high, signed 'CL.J.R.Colinet' in cast

£3,500 - 5,000
€4,100 - 5,900

73 Y Φ
CL J.R COLINET
'Mexican Dancer' an Art Deco Gilded Bronze and Carved Ivory Study, circa 1925
on marble base
50.5cm high, signed in cast

£4,000 - 5,000
€4,700 - 5,900

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74

75

76

77

74 Y Φ

FERDINAND PREISS

'Sonny Boy' a Cold-Painted Bronze and Carved Ivory Study, circa 1925
cast as a young boy in shorts and shirt, both hands in his pockets and a book under one arm, silvered patination with bronze highlights and a bright green tie, on a brown onyx base
height 21cm, engraved 'F.Preiss' to base

£2,000 - 2,500
€2,400 - 2,900

75 Y Φ

FERDINAND PREISS

A Cold-Painted Bronze and Carved Ivory Child Study of a 'Girl Fishing', circa 1925
modelled as a young girl with a fishing rod, dressed in a silvered short sleeved dress covered with delicately painted flowers, on a pillar-shaped green onyx base
height 17.5cm (exc. the rod), engraved 'F.Preiss' to base

£2,000 - 2,500
€2,400 - 2,900

Literature
Alberto Shayo's 'Ferdinand Preiss: Art Deco Sculptor', 2005, page 129

76 Y Φ

FERDINAND PREISS

A Small Size Carved Ivory Seated Nude Study of a Young Woman, circa 1925
modelled as a nude woman seated on a jagged rock, with crossed legs, she rests her elbow on her knee, and her chin on her hand, mounted on a graduated green onyx base
height 11cm, engraved 'F.Preiss' to base

£2,000 - 2,500
€2,400 - 2,900

77 Y Φ

FERDINAND PREISS

A Carved Ivory Child Study, circa 1925
modelled as a small nude child with a dove perched on the hand of her outstretched arm, a bowl of bird feed in her other hand, on a green onyx base
height 18.5cm, engraved 'F.Preiss' to ivory

£1,200 - 1,500
€1,400 - 1,800

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78

78 Y Φ

FERDINAND PREISS

'Cabaret Girl' an Art Deco Carved Ivory and Patinated Bronze Study, circa 1925
mounted on a marble base with table lamp attachment and shade
height of figure - 30cm (exc. base), engraved 'F.Preiss' to marble

£14,000 - 18,000
€16,000 - 21,000

Literature
Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculptor',2005, page 171.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

79

79 (detail)

79 Y Φ

FERDINAND PREISS

'Flame Leaper' an Art Deco Carved Ivory and Cold-Painted Model, circa 1925
her silvered costume with tones of green, on stepped black marble base
32.5cm high, engraved to base 'F.Preiss' (flames missing)

£10,000 - 15,000
€12,000 - 18,000

Literature
Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculptor', 2005, page 164.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

80

80 Y Φ

FERDINAND PREISS

'Torch Dancer' an Art Deco Carved Ivory and Cold-Painted Study, circa 1925
with amber glass torches, raised off an onyx tray base
30cm high, signed in cast 'F.Preiss'

£16,000 - 20,000
€19,000 - 24,000

The lot comes with an alternative period base for display, please see bonhams.com for further images.

Literature
Alberto Shayo, 'Ferdinand Preiss Art Deco Sculptor', 2005, page 165.

80 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

81

81 (detail)

81 Y Φ

PAUL PHILIPPE

'Girl Violinist' an Art Deco Carved Ivory and Patinated Bronze Study, circa 1925
raised off a stepped onyx base
30cm high, signed in cast 'Philippe' with 'Preiss Kassler' foundry stamp (repair to finger)

£8,000 - 10,000
€9,400 - 12,000

Literature
For a period image of this study among a display of Preiss Kassler models, please see 'Ferdinand Preiss; Art Deco Sculptor' by Alberto Shayo, 2005, page 49.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

82

83

82 Y Φ

DEMETRE CHIPARUS

'Girl on Wall' a Carved Ivory and Patinated Bronze Study, circa 1930 in gilded and silvered tones

37cm high, signed in cast 'D.Chiparus'

£5,000 - 7,000
€5,900 - 8,200

83 Y Φ

DEMETRE CHIPARUS

'Little Sad One' an Art Deco Carved Ivory and Gilded Bronze Study, circa 1925

raised off a variegated and faceted marble base

31cm high, engraved to base 'D.H Chiparus' 'Etling Paris'

£5,000 - 7,000
€5,900 - 8,200

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

84

85

84 TP

DEMETRE CHIPARUS

'L'age du bronze' a large size patinated metal study, circa 1925 raised off a variegated marble base

53cm high x 74 cm wide, engraved to base 'D.H Chiparus'

£2,500 - 3,500
€2,900 - 4,100

85

DEMETRE CHIPARUS

An Art Deco Textured Metal Study of a Stalking Panther, circa 1925 raised off a stepped variegated marble base

75cm long, engraved to base 'D.H Chiparus'

£2,000 - 3,000
€2,400 - 3,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

86

87

86 TP

DEMETRE CHIPARUS

'Amazone' a Large Size Art Deco Silvered and Gilded Bronze Model, circa 1925
raised off a variegated marble base
50cm high x 103cm long, engraved to base 'D.H Chiparus' with 'Editions Reveyrolis Paris' foundry mark

£5,000 - 6,000
€5,900 - 7,100

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 223.

87 TP

DEMETRE CHIPARUS

'The Hunt' a Large Art Deco Patinated Metal Study, circa 1925
raised off a stepped variegated marble base
86cm high x 92cm long, engraved 'D.H Chiparus' to base

£2,500 - 3,500
€2,900 - 4,100

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 215.

88

89

90

88 Y Φ

DEMETRE CHIPARUS

'Dancer with Scarab Halter' an Art Deco Gilded and Patinated Bronze Study, circa 1925
raised off a variegated marble base
40.5cm high, engraved 'Chiparus' to base

£4,000 - 5,000
€4,700 - 5,900

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 108.

89

DEMETRE CHIPARUS

'Dancer of the Ganges' an Art Deco Gilded and Cold-Painted Bronze Study, circa 1925
also known as 'Chain Dancer'; raised off a variegated marble base
30cm high, engraved to base 'Chiparus' (chains missing)

£4,000 - 5,000
€4,700 - 5,900

90

DEMETRE CHIPARUS

'Equilibrium' an Art Deco Patinated Bronze Study, circa 1925
raised off a variegated marble base
46cm high, engraved 'D.Chiparus' to base

£2,200 - 2,800
€2,600 - 3,300

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 191.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

91

91 TP

ATTRIBUTED TO DEMETRE CHIPARUS

An Impressive Marble Statue, circa 1925
depicting a semi-nude Cleopatra figure with a sphinx
139 x 70 x 45 (cms), engraved 'D.H C'

£10,000 - 15,000
€12,000 - 18,000

Chiparus produced several studies relating to Cleopatra in both bronze and bronze and ivory. His work in marble is more scarce and tends to have been produced during the early 1940s.

Literature
Alberto Shayo, 'Chiparus Master of Art Deco', 2016, pages 114 and 115.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

92

93

92 TP

DEMETRE CHIPARUS

'The Clown's Dream' a Large Gilded Bronze and Carved Marble Study, circa 1925
fashioned as a pierrot with mandolin, his eyes closed in contemplation
73cm high, signed in cast 'Chiparus'

£8,000 - 10,000
€9,400 - 12,000

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 203

93 Y Φ

DEMETRE CHIPARUS

'Little Clown' an Art Deco Carved Ivory and Patinated Bronze Study, circa 1925
on variegated marble base
22cm high, signed in cast 'Chiparus'

£2,000 - 2,500
€2,400 - 2,900

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

94

94 Y Φ

DEMETRE CHIPARUS

'Odalisque' a Carved Ivory and Gilded Bronze Model, 1924
raised off a faceted onyx base, with plaque stating alternative title of 'Favourite'
48cm high, signed in cast 'Chiparus'

£30,000 - 40,000
€35,000 - 47,000

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 198.

94 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

95

95 Y Φ

DEMETRE CHIPARUS

'Egyptian Style Dancer' an Art Deco Carved Ivory and Patinated Bronze Study, circa 1925
raised off a stepped marble base
38cm high, engraved to base 'D.Chiparus'

£15,000 - 20,000
€18,000 - 24,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

96

96 Y Φ

DEMETRE CHIPARUS

'Solo' (Les Girls) an Art Deco Patinated Bronze and Carved Ivory Model, circa 1925
depicted in Diaghilev-inspired costume, this particular example mirrors the fifth girl in the Chiparus five girl line up titled 'Les Girls'
49cm high, engraved artist signature

£35,000 - 45,000
€41,000 - 53,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

97 Y Φ

DEMETRE CHIPARUS

'Semiramis' a Fine Art Deco Craved Ivory and Patinated Bronze Model of the Babylonian Queen, circa 1925
in silvered, cold-painted and parcel-gilt bronze with carved and tinted ivory, on variegated stepped marble base with onyx plaque
67cm high, engraved to base 'Chiparus', 'Made in France' with 'L.N Paris' foundry mark, stamped '2'

£100,000 - 150,000
€120,000 - 180,000

Literature
Alberto Shayo, 'Chiparus; Master of Art Deco', 2016, page 124.
Bryan Catley, 'Art Deco and Other Figures', 1978, page 98.
Alistair Duncan, 'The Encyclopedia of Art Deco', 1998, page 27.

Cultural Reference:
'Wings Greatest' Album Cover, 1978, Paul McCartney and Wings.

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98

98 (detail)

98 AR TP

JOSÉ MARIA DAVID (FRENCH, 1944-2015)

A Patinated Bronze Sculpture of a Polar Bear; 2009
the bear is modelled with belly close to the ground, crawling forward
70 by 33 by 20 (cms), signed in cast 'J.M David', numbered '8/8' with impressed Chapon Paris foundry stamp

£6,000 - 8,000
€7,100 - 9,400

Provenance
Bought directly from the artist in 2009.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

99

99 AR TP

JOSÉ MARIA DAVID (FRENCH, 1944-2015)

A Patinated Bronze Sculpture of a Hippopotamus; early 21st century the hippo is modelled with jaws open wide

100 x 64 x 35 (cms); signed in cast 'DAVID' with 'IV/IV' and Chapon Paris foundry stamp

£10,000 - 15,000
€12,000 - 18,000

Provenance

Bought directly from the artist in 2009.

99 (detail)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

100

100

100 *
SANDY HOOK
'LES MESSAGERIES MARITIMES' AND 'LE BRESIL LA PLATA'
two lithographic maritime posters; les messageries - printed by Les Imp Es Fr Ses Reunies, Paris, backed on fine linen; le bresil - printed by N.R. Money, Paris, backed on linen
les messageries - 83.5 x 60 (cms); le bresil - 73.5 x 103 (cms) (2)

£800 - 1,200
€940 - 1,400

101
ANONYMOUS
'FREEDOM IS IN PERIL', 1939
a lithographic WW2 poster, printed in colours, published by the Ministry of Information; not backed
75 by 50.5 (cms)

£3,000 - 5,000
€3,500 - 5,900

102
ANONYMOUS
'KEEP CALM AND CARRY ON', 1939
a lithographic WW2 poster, printed in colours, published by the Ministry of Information; not backed
75 by 50 (cms)

£4,000 - 6,000
€4,700 - 7,100

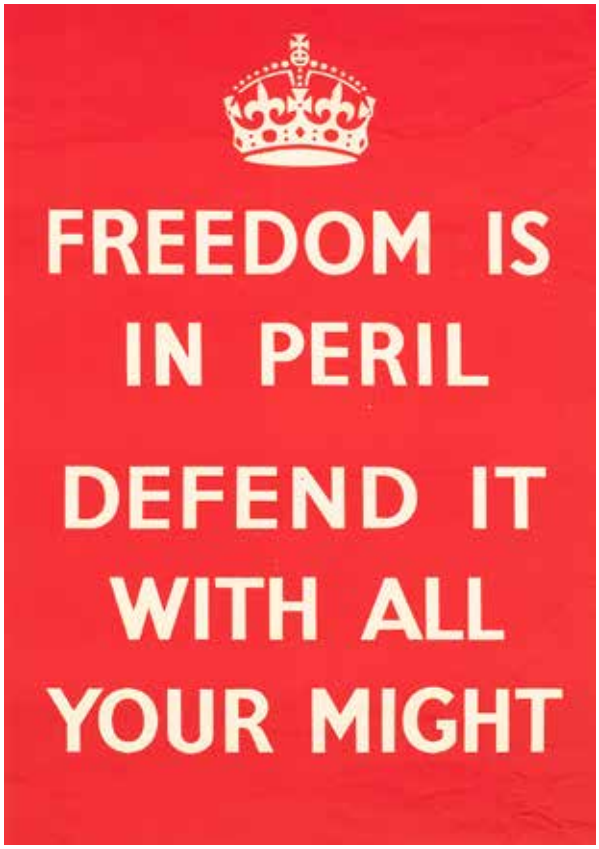
103
L.GADOUD
'VINS CAMP ROMAIN', circa 1935
a lithographic advertising poster, printed by Affiches-Camis-Paris, no.20.809; backed on fine linen
160 x 120 (cms)

£500 - 700
€590 - 820

104
A.M.CASSANDRE
'BONAL; OUVRE L'APPETIT', 1935
a lithographic advertising poster, printed by Alliance Graphique L.Danel; backed on linen
119 x 159 (cms)

£2,000 - 3,000
€2,400 - 3,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



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BORIS BUCAN
'Fire Bird', 1983
a lithographic poster, used by the Croatian National Theatre in Zagreb to promote their 1983 productions of Stravinsky's "The Firebird" and "Petrushka"; made up of 6 sheets, all unbacked
196 x 202.5 (cms)

£2,500 - 3,500
€2,900 - 4,100

106 AR
JOHN WARD (BRITISH, 1938-)
A Geometric Pattern Vase; circa 1990
stoneware, of oval form to the base and neck, with alternating curved bands of matt black and white glaze over a softly textured surface
height 28cm, impressed artist's mark

£7,000 - 9,000
€8,200 - 11,000

107 AR
KATE MALONE (BRITISH, 1959-)
A Gourd; circa 1995
stoneware, depicting a pumpkin, covered with an allover iridescent creamy brown, yellow, green and blue crystalline glaze
height 8.5cm, width 9cm

£600 - 800
€710 - 940

Provenance
From the Collection of John Windsor, Art Market Writer; purchased directly from the artist.

108 AR
KATE MALONE (BRITISH, 1959-)
A Unique Large-Size Pine Cone Vase; circa 1995
stoneware, of flared neck form, depicting a stylised pine cone, the body with applied raised lozenge design, with an allover iridescent yellow, green and blue crystalline glaze
height 35cm

£1,500 - 2,000
€1,800 - 2,400

Provenance
From the Collection of John Windsor, Art Market Writer; purchased directly from the artist.

Literature
Kate Malone and Lesley Jackson's 'A Book of Pots', 2003, page 104, shows a jug with similar styling.

The vase comes with a certificate of authenticity from the artist.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

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109 AR
EMMANUEL COOPER (BRITISH, 1938-)
Two Bowls
stoneware, with high-relief volcanic glazes in white and grey against a black ground
25.5cm and 13cm diams, impressed artist's monogram (2)

£1,000 - 1,200
€1,200 - 1,400

110 AR
EDMUND DE WAAL (BRITISH, 1964-)
A Large Jar and Cover, circa 1997
glazed porcelain
height 25cm

£1,500 - 1,800
€1,800 - 2,100

Provenance
Purchased directly from the artist's studio in Camberwell in 1997.

111 AR
EDMUND DE WAAL (BRITISH, 1964-)
A Jar and Cover, circa 1997
glazed porcelain
height 19cm

£1,200 - 1,500
€1,400 - 1,800

Provenance
Purchased directly from the artist's studio in Camberwell in 1997.

112 AR
EDMUND DE WAAL (BRITISH, 1964-)
A Jar and Cover, circa 1997
glazed porcelain
height 14.4cm (two fine hairlines)

£600 - 800
€710 - 940

Provenance
Purchased directly from the artist's studio in Camberwell in 1997.

113 AR
EDMUND DE WAAL (BRITISH, 1964-)
A Bowl, circa 1997
glazed porcelain
diam 10.2cm

£800 - 1,000
€940 - 1,200

Provenance
Purchased directly from the artist's studio in Camberwell in 1997.

114 AR
DAME LUCIE RIE AND HANS COPER
A Pouring Vessel, circa 1970
stoneware, in white glaze with a wide external band of manganese glaze to the rim
height 8.4cm, length 16.8cm, impressed artists' monograms 'LR' and 'HC' (hairline to rim)

£600 - 800
€710 - 940

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a *Lot*

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

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any *VAT* or *Buyer's Premium* payable **or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below.** Lots can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The *Seller's* responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer*'s *Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

to any person even if that person has completed a *Bidding Form*.

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

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

Bidding by post or fax
Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale.* It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserve*s 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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

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

8. VAT

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

The following symbols, shown beside the Lot number, 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

For information and estimates on domestic and international shipping as well as export licenses please contact
Alban Shipping on +44 (0) 1582 493 099
enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale.* Neither we nor the *Seller* will be liable for any loss of *Business,* profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ˚ of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there
is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements
Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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 *Estimate*s 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 *Buyer*s 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.

0It 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.

TP Objects displayed with a TP will be located at the Cadogan Tate 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.

Δ Wines lying in Bond.

AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

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

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue,* the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot;*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

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

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

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

7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on seven days written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

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

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

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is 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 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale.*

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the 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.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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

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

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

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

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

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

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

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* 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 *Lot*s have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

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

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

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

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

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

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer*'s *Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

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

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamp*s or a *Book* or *Book*s.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

If we are reasonably satisfied that a *Lot* is a 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 *Lot*s 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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