



THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part III

Wednesday 8 November 2017

Bonhams

LONDON

THE MISUMI COLLECTION

Important Works of Lacquer Art and Paintings: Part III

Wednesday 8 November 2017 at 2pm

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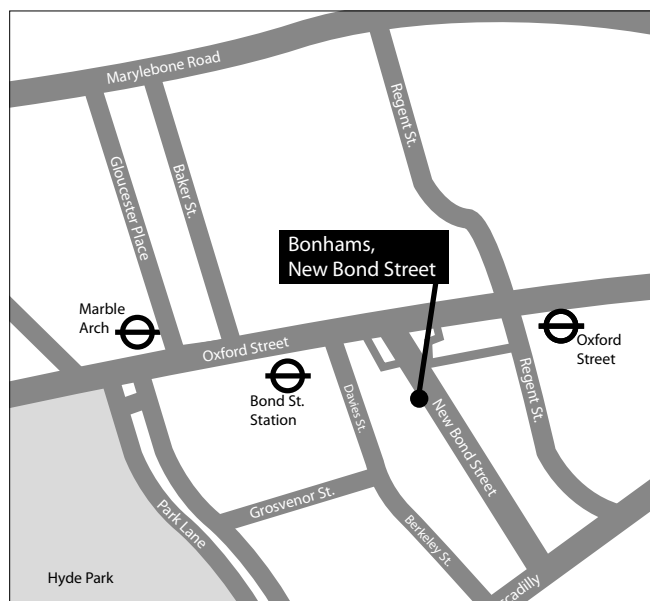
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FOREWORD FROM THE COLLECTOR

This sale of Part III of the Misumi Collection includes three particularly intriguing pieces: Lot 7, the 'Panel with Bell Crickets, Grasses, and Full Moon' by Shibata Zeshin; Lot 6, the 'Set of Scrolls with Emblems of the Five Great Festivals, with Painted Mounts', also by Zeshin; and Lot 13, the 'Writing Box with Auspicious Designs, in the Shape of a *Buriburi* Child's Toy'. Of course it goes without saying that there are many other important and interesting pieces by Zeshin in the sale, including his 'Set of Three Sake Cups with Auspicious Motifs', a number of *urushi-e* (lacquer-painting on paper) scrolls, and a fine group of *inrō*, but this time I would like to confine my remarks to those three lots.

Of all the works in the Zeshin exhibition held at Tokyo's Nezu Museum in November–December 2012, the 'Panel with Bell Crickets, Grasses, and Full Moon' proved the most popular, not just with confirmed Zeshin fans but with every visitor to the show. With this panel, Zeshin conjures up a uniquely Japanese imaginary autumn evening, making us feel that if we listen carefully we can actually hear the insects' gentle mournful whisper in the subdued glow of moonlight gleaming through the black-lacquered darkness of night. There was no mistaking how powerfully this lacquer panel resonated with the exhibition audience, even without referring to Tanizaki Jun'ichirō's famous essay *In'ei raisan* (In Praise of Shadows)!

Creative artists have taken inspiration from the panel: elements of its design are quoted in the all-important background art by Oga Kazuo for the animated fantasy film *Kaguyahime no monogatari* (The Tale of Princess Kaguya), directed by Takahata Isao, which was nominated for an Academy award. In the film, the historical reconstruction and visualization of the original tenth-century classic *Taketori monogatari* (Tale of the Bamboo Cutter) is based on elements from some of Japan's great medieval narrative scrolls: *Ban Dainagon emaki*, *Genji monogatari emaki*, *Shigisan engi emaki*, and *Chōju giga*. The film's makers are also said to have turned to impressionistic scenes from more recent works of art and incorporated them into the overall pictorial structure.

The leading art periodical *Bijutsu techō* published a feature on *Kaguyahime no monogatari* with a conversation between Takahata and Tsuji Nobuo, doyen of Japanese art historians, in which the director mentions that he used the 'Panel with Bell Crickets, Grasses, and Full Moon' for one of the film's scenes, confirming how outstanding works of art can exert their influence across the centuries and how the present can help us look with fresh eyes at the past (see Takahata and Tsuji 2014 in the Bibliography).

The next work I would like to highlight is the 'Set of Scrolls with Emblems of the Five Great Festivals, with Painted Mounts'. The Misumi Collection includes a number of extremely interesting paintings by Zeshin executed in the traditional media of ink and colour, rather than lacquer, but due to space limitations it was decided not to show these previously unknown scrolls in the Nezu Museum exhibition. This sale therefore offers art lovers their first opportunity to view a number of extraordinary pieces, including several other important works such as the painted scrolls of 'Turtles and Crabs' (lot 5) and 'Cucumbers and Aubergines' (lot 4) and the *urushi-e* scroll of 'Two Crows' (lot 2), but I would single out the 'Set of Scrolls with Emblems of the Five Great Festivals, with Painted Mounts' for special mention.

As the scrolls' full title suggests, instead of being made from pieces of embroidered silk their mounts were actually painted, a mode of expression also seen occasionally in the work of the great Edo-Rinpa painter Sakai Hōitsu (1761–1828) and one in which Zeshin was particularly skilled. Only a few examples of such work are recorded in previous sale and exhibition catalogues, including a set of five festival scrolls in the collection of Anzai Tokubei, published in *An Illustrated Survey of the Venerable Zeshin* (1908) and a set of seven in the collection of Hatano Shōgorō, including the five festivals plus a scene from *Taketori monogatari* and a depiction of the Moon Palace, published in *An Illustrated Survey of the Venerable Zeshin, Part 2* (for these two catalogues, see Shioda 1908 and Shibata 1912 in the Bibliography). Since then, however, no complete sets of scrolls have come to light; no doubt some were broken up over the years, while others were likely destroyed in the Great Kanto Earthquake of 1923 or the U.S. air raids on Tokyo from 1942 to 1945.

Of the five scrolls with painted mounts in the Misumi Collection, perhaps the scroll for the Dolls' Festival and the scroll for the Boys' Festival, showing Shōki chasing away a demon, best represent Zeshin's talent for ingenious composition and superb execution of painted mounts. The survival of the original *tomobako* storage box, with an inscription confirming that the scrolls form a complete set of the five festivals, only underlines the great importance of this masterwork.

As well as pieces by Zeshin, the Misumi Collection includes some other outstanding examples of lacquer that are valuable not only in their own right as cultural artefacts but also because they are accompanied by historical data concerning both their makers and their successive owners. Such information lends them considerable

documentary significance, effectively turning them into reference pieces that can be used to assess other examples of lacquer art. One such piece is the 'Writing Box with Auspicious Designs, in the Shape of a *Buriburi* Child's Toy'. On the side of its inner storage box is the red label of the Kōtaigōgūshoku (Dowager Empress's Office) in the Kunaishō (Imperial Household Ministry); on the top of the same box is a white paper label inscribed with the name *Chiba Taneaki*, another former owner, and the writing box itself bears the label of the Naishōryō (Works Office) of the Kunaishō on the base. Analysis of these three pieces of information reveals that prior to the reform of the imperial bureaucracy in 1903 this decorative writing box in the form of a boy's New Year *buriburi* (rōly-poly toy) was made or adapted in the imperial workshops and then owned for a time by the Dowager Empress's Office before being presented to Chiba Taneaki, an employee of the Outadokoro (Imperial Poetry Office) and editor of anthologies of the Meiji Emperor's poems. This precious writing box was thus once the property of the Imperial family, was then owned by a senior officer of the Imperial Household Ministry, and then by happy chance entered the Misumi Collection. The box's importance is underlined by the fact that it was the Imperial Household that instituted the system of Teishitsu Gigeiin (Artist-Craftsmen to the Imperial Household), the pre-eminent source of artistic patronage during the Meiji era. When we also consider that the Naishōryō (Works Office) employed highly skilled lacquerers and *maki-e* artists who had previously worked for the Osaikujo, a similar office of the Tokugawa shogunate, it will be appreciated just what a marvellous piece this is.

Misumi Hisashi

Notes

The 'Writing Box with Auspicious Designs, in the Shape of a *Buriburi* Child's Toy' was discovered in Tokyo in 1990 along with a *maki-e* document box with autumn plants and a rustic fence by Igarashi Dōho (d. 1678), now in Tokyo National Museum, that was formerly in the collection of the Maeda family, Lords of the Kaga domain. The *Buriburi* box was owned for a time by another collector and then re-entered the Misumi Collection; it has never been published before.

The Kōtaigōgūshoku was a division of the Kunaishō devoted to managing the affairs of the Dowager Empress's household and was only briefly in existence from the time of the Meiji Emperor's death in 1912 until the Dowager Empress herself died in 1914. Empress Shōken founded both the Kazokujo Gakkō, forerunner of the prestigious Girls' High School associated with Gakushūin University, and Tōkyō Joshi Shihan Gakkō, forerunner of Ochanomizu University. She also played a major role in the development of Jikei University Hospital and the Hakuaisha, now the Japan Red Cross.

Born on 14 July 1864, the poet Chiba Taneaki hailed from Saga in Hizen Province. From 1884 he apprenticed under the leading cultural bureaucrat Sano Jōmin and worked in the administrative office of the Ryūchikai, an influential art association; from 1885 he also studied verse composition under Takasaki Masakaze. In 1888 he was employed by the Expositions Department of the Ministry of Agriculture and Commerce and worked both for the Japanese section of the Paris World Exposition (1889) and for the third Naikoku Kangyō Hakurankai (Domestic Industrial Exhibition, 1890). He joined the Outadokoro (Imperial Poetry Office) in 1892 and became its Director in 1908. From 1916 to 1919 he worked on compiling an anthology of the Meiji Emperor's numerous poems.

Founded in 1888 and abolished in 1947, the Outadokoro (formerly the Outagakari) was an external office of the Imperial Household Ministry predating the promulgation of Japan's first constitution in 1890. It was responsible for handling administrative aspects of the poetic activities of the emperor and his family, and for organizing poetry meetings and contests.

The Naishōryō (also known under other titles including Takumiryō and Uchitakumi no Tsukasa) was originally an office founded under the Ritsuryō system in the eighth century. It was traditionally charged with the procurement and management of the imperial family's furnishings and ritual paraphernalia but under a reform enacted on 31 October 1903 its remit was redefined to cover 'the construction and maintenance of palace buildings, civil engineering, electrical work, and horticulture'.



FOREWORD FROM THE COLLECTOR

今回のセールに出品される作品の内 三つの興味深い作品があります。

Lot 7 秋の夜（月芒鈴虫）蒔絵額、
Lot 6 五節句図掛幅五幅対、
Lot 13 松竹梅蒔絵振振型硯箱である。

勿論、他のは真作印籠、三つ組み盃、漆絵掛幅もとても興味深い重要な作品ですが、上記の三作品について触れてみたいと思います。

秋の夜（月芒鈴虫）蒔絵額は2012年11月に根津美術館で開催された是真展に於いて来場された是真ファンはもとより来場者の皆様が一番人気の作品でした。漆黒の闇夜の彼方から届く月の光、その薄暗い光の中に耳を凝らすと聴こえてくる虫たちの優しく物悲しい囁きに、日本人の心象風景としての秋の夜が見て取れる。谷崎が著した「陰影礼賛」を引き合にせずとも、この蒔絵額が来場者の心に響いたことは疑いの余地もない。

この蒔絵額からインスピレーションを得たクリエイターがいた。アカデミー賞のアニメ部門にノミネートされた高畑勲監督製作『かぐや姫の物語』の作品の根幹である背景美術（美術家 男鹿和 雄）に引用が見られる。原作の「竹取物語」の時代考証や作画を、（伴大納言絵巻）（源氏物語絵巻）（信貴山縁起絵巻）（鳥獣人物戯画）と云った平安時代の絵巻から取り入れ、また、近代現代の美術に描かれた印象的な画面からも、その作品の画面構成を引用していると言う。同作品を特集した美術雑誌の対談（高畑勲監督と日本美術史家の第一人者辻惟雄先生）で、これは真作、秋の夜（月芒鈴虫）蒔絵額を参考に或る一場面が描かれたと記載されている。超一流の芸術美術作品は時代を超越して互いに影響しあうのだろう。

次に五節句図掛幅五幅対である。MISUMI COLLECTION には漆絵でない興味深い絵画（掛幅）がある。根津美術館では是真展では展示スペースの制約から未発表作品の掛幅の出品を取りやめた為に、この度のセールで初めて皆様の目に触れることとなった。「瓜茄子の図」（lot 4）「徳若に五万歳の図」（lot 5）も是真作品としてとても意味のある作品であり、漆絵「双鳥図掛幅」（lot 2）も大変重要な作品ではあるが、ここでは五節句図掛幅を取り上げた。

この五幅対は（描表具五節句図掛幅五幅対）と呼ぶのが正しく、江戸琳派を代表する酒井抱一の作品にも散見される表現方法では真も得意としている。過去の観展や売り立ての記録の中には少なからず、描表具の掛幅が存在した。明治41年発行「是真翁畫鑑 完」に所載される安西徳兵衛蔵「絵表具五節句図五幅対」、同 明治45年発行「是真翁畫鑑 続編」に所載される竹取物語図、月宮殿図を加えた七幅対（故波多野承五郎蔵）等が記録される。しかし今日、揃い物としての五幅対等の掛幅を新出として目にすることは全くない。おそらくばらばらに別れてしまったか、東京の二度の大火（関東大震災、東京大空襲）で焼失したためであろうか。

上巳図（雛祭図）、端午図（鬼遣り図）は興味深い構成で描表具の素晴らしさを伝える代表的な作品であり、そのような意味合いからしても、この共箱「五節句図掛幅五幅対」は大変貴重な作品である。

MISUMI COLLECTION には是真作品以外の漆作品にも優れた作品がある。それらは資料性も高く、代々の作銘や旧蔵者による歴史的由來が他の漆工品に対する基準作品として文化財としてもその存在価値が高い。そこで、松竹梅蒔絵振振（ブリブリ）型硯箱の由緒について述べたいと思う。外箱側面に宮内庁皇太后宮職の赤い所蔵票。

外箱上面に旧蔵者の千葉胤明の白い張り紙。そして硯箱本体に宮内庁内匠寮の貼票がみられる。この三種の貼札（票）に見る（宮内庁皇太后宮職）（千葉胤明）（宮内庁内匠寮）と云うキーワードを解き明かし硯箱の由緒を求めると、この硯箱の由緒は、1903年（明治36年）の官制改正以前に、本来の正月男子の遊戯具、飾り置物の振振（ブリブリ）を宮内省内匠寮に於いて製作（又は改作）され、皇太后宮職に所蔵され、明治天皇御製を編纂した御歌所寄人の千葉胤明に下賜されたものと認められる。明治時代に皇室（明治天皇家）に所蔵された作品であり、その後下賜され寄人千葉胤明の所蔵となり、縁あって三隅コレクションに収蔵された。まことに貴重な蒔絵作品であることは言うまでもない。この時代皇室は美術工芸の最大のパトロンであり帝室技芸員の制度も生まれている。皇室内に於いて内匠寮では徳川幕府御細工所に連なる蒔絵師や塗氏達が御用をしていたと考えれば、かなり高い技能を有していたと思われ、この硯箱の素晴らしさが納得できる。

三隅 悠

参 考

【この松竹梅蒔絵振振型硯箱は1990年（平成2年）に、加賀藩主前田家に旧蔵された初代五十嵐道甫作「籬秋草蒔絵歌書籍」（現、東京国立博物館蔵）と同時に東京で発見され、一時期国内のコレクターに所有された後、三隅コレクションに再収蔵された。以後この度のセール迄未発表であったことを記録しておく】

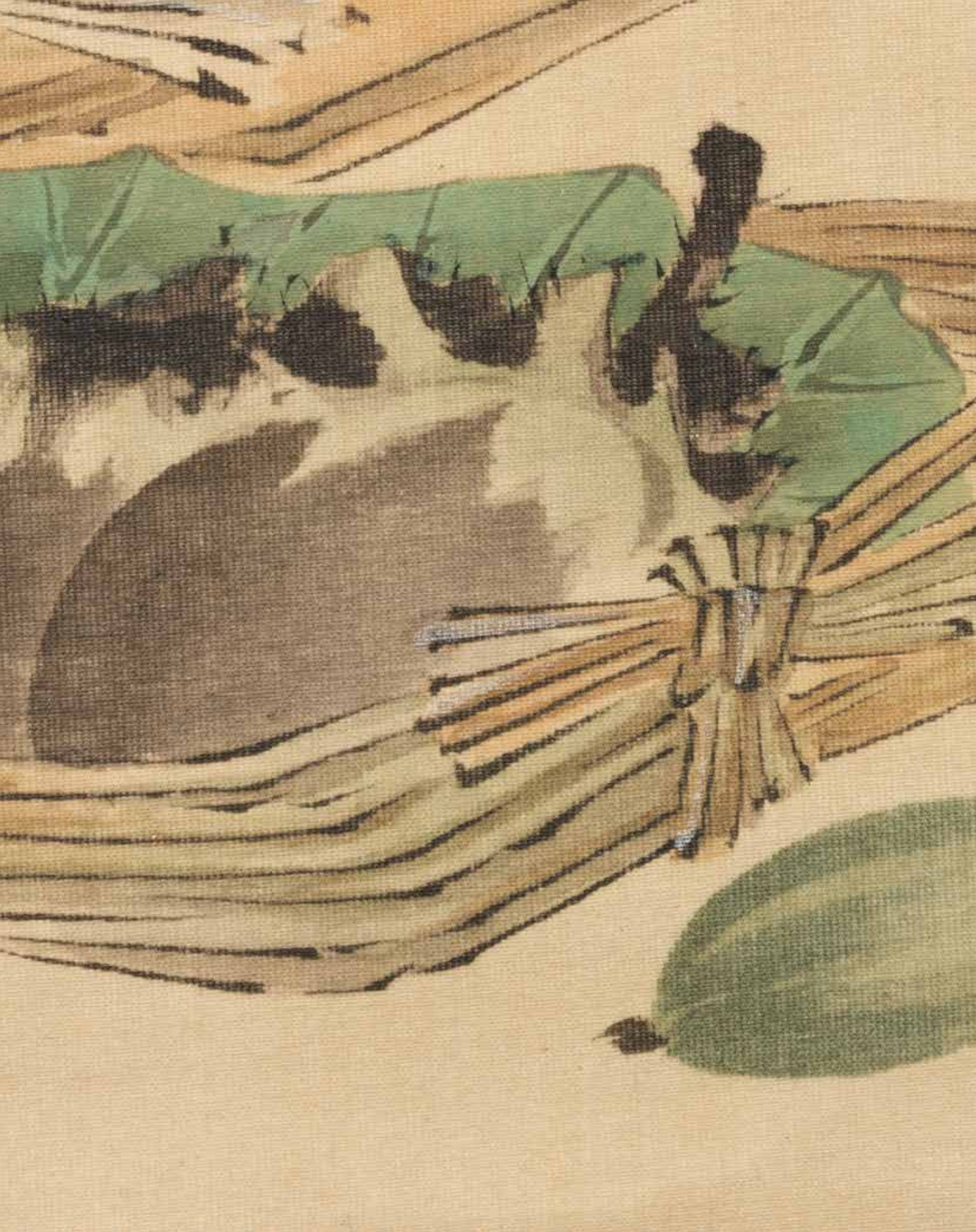
皇太后宮職（こうたいごうぐうしょく、しき）宮内庁にある皇太后の家政機関で、皇后が皇太后の位につくことでその后が崩御するまでの間のみ中務省に設置される。明治天皇の後である、昭憲皇太后の家政機関と云うことになる。

昭憲皇太后（しょうげんこうたいごう）
明治天皇の皇后。華族女学校（現学習院女子高等科）や、お茶の水の東京女子師範学校（現・お茶の水女子大学）の設立、東京慈恵医院や博愛社（現在の日本赤十字社）の発展に貢献した。

千葉 胤明（ちば たねあき）
1864年7月14日（元治元年6月11日生） 歌人、肥前佐賀出身。1884年佐野常民に師事、竜地会事務職に就く。1885年高崎正風に師事、和歌を学ぶ。1888年農商務省博覧会勤務。1890年内国勸業博覧会パリ万国博覧会事務。1892年宮内省御歌所勤務。1908年御歌所寄人。1916-1919年明治天皇の御製編纂に従事。

御歌所（おうたどころ）
日本国憲法施行以前に存在した宮内省の外局。1888年設置、1947年廃止。前身は御歌掛。 天皇、皇后等皇族の御製和歌と歌会始に関する事務を司った。

内匠寮（ないしょうりょう）
律令制において中務省に属する令外官の一つである。訓読みは「たぐみりょう」・「うちたくみのつかさ」など。職掌は天皇家の調度品や儀式用具等の製作、管理であるが、1903年（明治36年）10月31日の官制改正により、「宮殿その他の建築物の保管、建築・土木電気・庭苑および園芸に関する事務」を管掌することと規定された。





1 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
FAN-SHAPED PORTABLE WRITING-BOX
AND CHERRY BRANCH

枝桜と扇子形矢立図紙本漆絵掛軸

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

Album leaf mounted as a hanging scroll, *urushi-e* on paper with silk mounts and wood *jikusaki* (fittings at either end of the roller at the base of a mounted hanging scroll) decorated in lacquer with butterflies, depicting a black-lacquered *yatate* (portable writing-box) in the shape of a folded fan, the hinged lid partly pulled aside to reveal the *fude* (brush), *suzuri* (ink-grinding stone), and *suiteki* (water-dropper) within, a branch of cherry with leaves and two blossoms lying behind the *yatate*; signed *Zeshin* 是真; seal: *Zeshin?* 是真 (不詳)

Overall: 115 × 34.7 cm (45¼ × 13⅞ in.)

Image: 19.1 × 16.2 cm (7½ × 6⅜ in.)

With fitted wooden *tomobako* storage box inscribed outside *Edazakura to yatate Zeshin urushi-e* 枝桜と矢立 是真うるし画 (Cherry branch and *yatate* lacquer painting by Zeshin); cardboard outer storage box (3)

£6,000 - 8,000

JPY840,000 - 1,100,000

US\$7,700 - 10,000



(detail - *jikusaki*)



2 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

TWO CROWS

双鳥図紙本漆絵掛軸

Meiji era (1868–1912), circa 1885

Hanging scroll, *urushi-e* on paper with silk mounts and wood *jikusaki*, depicting a larger and a smaller crow in flight, their feathers rendered in lustrous black lacquer; signed *Gyōnen nanajūkyū-ō Tairyūkyo Zeshin* 行年七十九翁 對柳居是真 (Tairyūkyo Zeshin, aged 79); seal: *Tairyūō* 對柳翁

Overall: 121 × 67.8 cm (47% × 26% in.)

Image: 36.4 × 50 cm (14% × 19% in.)

With fitted wooden *tomobako* storage box inscribed outside *Sōu zu urushi-e* 双鳥圖 うるしえ (Picture of two crows, lacquer painting); inscribed inside *Meiji kinoe-uma mōtō kaō shinpitsu Shibata Shinsai kan* 明治甲午孟冬 家翁真筆 柴田真哉鑒 (A genuine painting by my father [Zeshin], examined by Shibata Shinsai, October 1894), with a seal

With cardboard outer storage box (3)

Exhibited

Nezu Bijutsukan (Nezu Museum), Tokyo,
1 November–16 December 2012

Published

Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 120

£30,000 - 40,000

JPY4,200,000 - 5,600,000

US\$39,000 - 52,000

For a similar example, a panel with three crows in *urushi-e* on a gold-leaf background (contrasted with another panel showing white egrets), see Gōke 1981, cat. no. 143; the treatment of the two crows in the upper part of the composition closely mirrors the present lot although as always with Zeshin there are many subtle variations in the treatment. For a comparable example on a lacquer *sakazuki* (sake cup), see Izzard 2007, cat. no. 34 (also Yasumura 2009, cat. no. E-14).



3 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
DRUNKEN BOAR AT NEW YEAR

酔猪図紙本着色掛軸

Meiji era (1868–1912), 1887

Hanging scroll, ink and colours on paper with silk mounts and wood *jikusaki*, depicting a drunken boar dressed in a samurai's formal *kamishimo* (jacket and trousers) and with a sword at its side, falling asleep by a red lacquer sake cup inscribed in black with the usual character *kotobuki* 壽 (long life), its folding fan lying on the floor; signed *Meiji hinoto-i toshi hatsuhi gihitsu hachijūichi-ō Zeshin* 明治丁亥年初日戲筆 八十一翁是真 (Brushed for fun by Zeshin, aged 81, at sunrise on the first day of 1887); seal: *Zeshin* 是真

Overall: 211 × 46.5 cm (83 × 18¼ in.)

Image: 127 × 29.3 cm (50 × 11½ in.)

With fitted wooden *tomobako* storage box faintly inscribed outside *Zeshin-ō hitsu suicho* 是真翁筆 酔猪 (Drunken boar [by] the venerable Zeshin); faintly inscribed inside and with a collector's seal; cardboard outer storage box (3)

£5,000 - 6,000

JPY700,000 - 840,000

US\$6,400 - 7,700

An *urushi-e* version of this humorous subject celebrating the dawn of 1887, the year of the boar, was first shown at a special private exhibition (see also lots 4 and 8) of works by Zeshin held on 18 July 2011 to mark the 120th anniversary of his death; see Takao, *Maki-e hakubutsukan, Takao Yō no hōmu pēji*.

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4 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

CUCUMBERS AND AUBERGINES

胡瓜茄子図絹本着色掛軸

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

Hanging scroll, ink and colours on silk with silk mounts and wood *jikusaki*, depicting two rustic straw baskets each lined with leaves and holding a selection of *nasubi* (eggplants) and *kyūri* (cucumbers), one cucumber lying in the foreground; signed *Zeshin* 是真; seal: *Koma* 古満

Overall: 137.6 × 41.9 cm (54 $\frac{1}{8}$ × 16 $\frac{1}{2}$ in.)

Image: 74.1 × 33.2 cm (29 $\frac{1}{8}$ × 13 $\frac{1}{8}$ in.)

With fitted wooden *tomobako* storage box inscribed outside *Uri nasubi no zu* 瓜茄子之圖 (Picture of aubergines and cucumbers); signed inside *Koma Zeshin* 古満是真 with a *kaō* in the form of the character *kin* 巾; accompanied by a paper label from the Zeshin Hyakunijūnen Tsuizen Kinen Tenkan 是真百廿年追善記念展観 (Zeshin 120th Anniversary Display, see below); wood outer storage box (4)

Exhibited

Shibata Zeshin o shinobu kai 柴田是真を偲ぶ会 (Exhibition in Memory of Shibata Zeshin), Ōkyōkan Building, Tōkyō Kokuritsu Hakubutsukan (Tokyo National Museum), Tokyo, 18 July 2011

£6,000 - 8,000

JPY840,000 - 1,100,000

US\$7,700 - 10,000

During the middle and later Edo period (1615–1868) the *kyūri* (cucumber) had been regarded as dangerous to eat but in the mid-nineteenth century new strains were developed at Samura 佐村 (now part of Kōtō-ku, eastern Tokyo) and the vegetable enjoyed a revival in popularity; Zeshin would likely have seen cucumbers either at Samura or in one of Tokyo's bustling food markets. The *kaō* he added after his signature on this piece, in the form of the character *kin* 巾, is seen on works dating from 1879 onward (for other examples, see Earle 1996, p. 30, [h]).



5 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

TURTLES AND CRABS

徳若五万歳図絹本着色掛軸

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

Hanging scroll, ink and colours on silk with silk mounts and wood *jikusaki*, depicting five turtles stacked in descending order of size, the lower three with long 'tails' of weed, four of them with expressions of astonishment or fear, bound with a silk cord tied in a bow with two large tassels, two crabs trying to undo the bow, one on top and the other pulling on one of the tassels; signed *Zeshin* 是真; seal: *Tairyūkyo* 對柳居

Overall: 166.5 × 43.8 cm (65½ × 17¼ in.)

Image: 86.4 × 26.9 cm (34 × 10⅝ in.)

With modern fitted wood box and cardboard outer storage box (3)

£5,000 - 6,000

JPY700,000 - 840,000

US\$6,400 - 7,700

For a very similar painting by Zeshin and an *inrō* with the same motif, see Gōke 1981, cat. nos. 80–81, 248. This arresting subject involves a pun on the words *toku wa kani* 解くは蟹 (the crab unties), which can also be written *Tokuwaka ni* 徳若に with the five (*go* 五) turtles representing the first syllable of the following phrase *Gomanzai* 御万歳 (Long life!), from the popular New-Year chant *Tokuwaka ni gomanzai to kokudo mo osamarite* 徳若に御万歳と国土も治まりて (Long life to all and peace throughout the land!). The same design is seen on *inrō* and other pieces; a related image of a tortoise or turtle suspended from a rope also features in a woodblock print by Utagawa Hiroshige, *Fukagawa Mannenbashi* 深川萬年橋 (published in 1857), number 51 in the series *Meisho Edo hyakkei* 名所江戸百景 (100 Fine Views of Edo). There, however, the creature is offered for sale to visitors wishing to set it free as a means of securing good fortune. Zeshin, a lover of Edo's festival traditions, might have had this custom in mind as well the *Tokuwaka* pun.

Lot 6 illustrated on pages 20–21

6 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

**EMBLEMS OF THE FIVE GREAT FESTIVALS,
WITH PAINTED MOUNTS**

描表具五節句図絹本着色掛軸五幅対

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

Set of five hanging scrolls, ink and colours on silk, with painted mounts and wood *jikusaki* depicting respectively:

(1) *Ganjitsu* 元日 (New Year's Day): Green bamboo above New-Year decorations including a folding fan, a bright red *Ise-ebi* (spiny lobster), *urajiro* (ferns, *Gleichenia japonica*), *shide* (paper streamers), and other decorations, the rising sun in the background, the *kakihyōgu* (trompe-l'oeil painted mounts) with auspicious *kikkō-mon* hexagonal tortoiseshell motifs; signed *Zeshin* 是真; pot seal: *Zeshin* 是真

(2) *Jōshi* 上巳 (Dolls' Festival), held on the third day of the third month: at the bottom a pair of Emperor and Empress dolls seated on traditional daises with striped edges, at the top a *shikishi* (decorated paper) with willow branches and hills, the *kakihyōgu* with a large set of dolls' furniture; signed *Zeshin* 是真; seals: *Koma* 古満, *Zeshin* 是真

(3) *Tango* 端午 (Boys' Festival), held on the fifth day of the fifth month: Zeshin's typical portrayal of Shōki the Demon-Queller within a roundel against a rich mottled red background vanquishing an *oni* which lies on its back outside the roundel; signed *Ōju Zeshin sei* 応需是真製 (made by Zeshin to special commission); gold seal: *Tairyūkyo* 對柳居

(4) *Tanabata* 七夕 (Star Festival), held on the seventh day of the seventh month when the Herd Boy (Altair) and the Weaver Girl (Vega), separated on either side of the Milky Way as a punishment for neglecting their duties, are allowed to meet: two *kaji* (paper mulberry) leaves wrapped in red and white paper with decorative bows, traditionally used for writing love poems at this festival, the *kakihyōgu* with a silk-tasselled *kiri-ita kazari* (paulownia-wood decoration) with the moon and dewy grasses; signed *Zeshin* 是真; seal: *Tairyūkyo* 對柳居

(5) *Chōyō* 重陽 (Chrysanthemum Festival), held on the ninth day of the ninth month: white *kiku* (chrysanthemums), dramatically composed both inside and outside the pictorial 'frame', with the moon in the background, the *kakihyōgu* with other flowering autumn plants, at top *kuzu* vine (*Pueraria montana*) and, by the chrysanthemums, *nogiku* (daisies), *nadeshiko* (pinks, *Dianthus superbus*), and *kikyō* (Chinese bellflower, *Platycodon grandiflorus*); signed *Zeshin* 是真; seal: *Koma* 古満

Each approximately 202 × 57 cm (79½ × 22½ in.)

With fitted wooden *tomobako* storage box inscribed outside *Gosekku no zu* 五節句之圖 (Pictures of the Five Festivals); signed inside *Tairyūkyo Zeshin* 對柳居是真 with a *kaō* in the form of the character *kin* 巾 and two seals *Koma* 古満 and *Zeshin* 是真; five title slips inscribed with the names of the festivals as given in the description above: *Ganjitsu* 元日, *Jōshi* 上巳, *Tango* 端午, *Tanabata* 七夕, *Chōyō* 重陽; wooden outer storage box (8)

£40,000 - 60,000

JPY5,600,000 - 8,400,000

US\$52,000 - 77,000

For closely related Zeshin scrolls, also with painted mounts, of motifs for the New Year and the Dolls' Festival, see Nezu Bijutsukan (Nezu Museum) 2012, cat. nos. 137 and 138. A design for the New Year painting, in a private collection, was formerly owned by Zeshin's third son Umezawa Ryūshin (1874–1952); the Dolls' Festival painting is in the permanent collection of the Nezu Museum. A complete set of all five festivals, from the collection of Anzai Tokubei 安西徳兵衛, was exhibited and published in 1908 (see Shioda 1908, unpaginated) while three more scrolls of the Dolls' Festival, two of them very similar to the present but the third with two standing dolls of the *tachibina* or *tatebina* type within a roundel, are reproduced in Gōke 1981, cat. nos. 276–278, whose catalogue of works by Zeshin also includes a classic version of the Shōki-in-roundel composition so loved by Zeshin (cat. no. 264), although Gōke does not discuss it as part of a Five-Festival set. The present lot, an extremely rare survival, is considered in further detail in the Collector's Introduction, see pages 4–5. The *kaō* Zeshin added after his storage-box signature, in the form of the character *kin* 巾, is seen on works dating from 1879 onward (for other examples, see Earle 1996, p. 30, [h]).





(5)



(4)



(3)



(2)



(1)

7 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

PANEL WITH BELL CRICKETS, GRASSES, AND FULL MOON

秋の夜（満月 芒鈴虫）蒔絵額

Meiji era (1868–1912), 1877

A panel with a highly polished black-lacquer *roiro* surface worked in relief with the curve of a bank running from top right to bottom left, the moon in silver *hiramaki-e* merging to silver *hirame* rising above the bank, curving strands of *susuki* (plume grass, *Miscanthus sinensis*) in *kuromaki-e* (black-on-black *maki-e*) against the bank and sky, turning to dark brown where they cross the moon, embellished here and there with silver dewdrops, two *suzumushi* ('bell crickets', *Meloimorpha japonicus*) on the grasses, in black lacquer *takamaki-e*, one against the black sky, the other against the moon, all within a removable narrow gold-lacquer border and Western-style frame with curved profile finished in *chadō-nuri* (a brownish variant of *seidō-nuri*) perhaps intended to emulate the surface of polished wood

Signed in *kuromaki-e* at lower right *Gyōnen nanajūichi-ō Zeshin sei* 行年七十一翁是真製 (Made by Zeshin, aged 71); red lacquer seal: *Koma* 古満

Overall: 55.9 × 73.4 cm (22 × 28½ in.)

Image: 44.5 × 62 cm (17½ × 24¾ in.)

Exhibited

Nezu Bijutsukan (Nezu Museum), Tokyo, 1 November–16 December 2012

Published

Tōkyō Kokuritsu Hakubutsukan (Tokyo National Museum) 2004, cat. no. I-100

Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 50

Takahata and Tsuji 2014, p. 72

Foxwell 2015, p. 50 (fig. 2.2)

With modern fitted wood storage box and cloth-covered slipcase (3)

£150,000 - 200,000

JPY21,000,000 - 28,000,000

US\$190,000 - 260,000

As Chelsea Foxwell has recently noted, framed tablets of this type, in several different media, 'arose to address international expectations and standards' due to the problem that the great international expositions of the later 19th century defined the fine arts as 'sculpture, oil painting, watercolor, drawing, and engraving', leaving no suitable category for the display of traditional Japanese hanging scrolls which were widely regarded in the West as sketches rather than fully finished paintings. As early as the Vienna Weltausstellung (World Exposition) of 1873—among of the first such events to include a significant Japanese component—framed Japanese pictures were exhibited alongside hanging scrolls (Foxwell 2015, pp. 56–58) and Zeshin, ever the willing collaborator of the reforming Meiji government, was more than happy to devise his own unique emulation of the classic Western framed oil painting. He produced several more exercises in this new format during the last two decades of his career, many of them depicting scenes from Japanese nature.

Among Zeshin's surviving panels, the closest in style and feeling to this one is the *Fuki ni kotori e gaku* 蒔に小鳥絵額 (Panel with butterbur and small birds) in Ishikawa Prefectural Museum of Art, also dating from 1877 and shown at the first Naikoku Kōgyō Hakurankai (National Industrial Exhibition); see Tōkyō Kokuritsu Bunkazai Kenkyūjo (Tokyo National Research Institution of Cultural Properties), no. I-454. The Ishikawa panel is reproduced alongside the present lot in Tōkyō Kokuritsu Hakubutsukan (Tokyo National Museum) 2004, cat. no. I-102 and Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 51; both publications (cat. no. I-99 and cat. no. 53) also feature the *Setchū Sano zu maki-e gaku* 雪中佐野図蒔絵額 (Panel with Design of Farmhouse in the Snow at Sano), sold in these rooms in 2014 (see Bonhams 2014, lot 14). Of similar size and proportions (46 × 67.5 cm) to the present lot, the Ishikawa panel shares its subdued palette (although with some limited use of gold *takamaki-e*) and focuses on a single intimate and atmospheric scene from nature. A lacquer tray by Zeshin with a very similar design is in the Florence and Herbert Irving collection, New York; see Gōke 1981, black-and-white plate 2.

For further commentary on this remarkable example of Zeshin's most atmospheric manner, see the Collector's Introduction, pages 4-5.







8 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
INRŌ WITH CARP ASCENDING A WATERFALL

龍門鯉蒔絵印籠

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

An *inrō* with three interlocking cases and cover, of lenticular cross-section with straight sides, rounded corners, curved top and base, and integrated cord-runners, the gold *fundame* lacquer ground decorated in silver and black *togidashi maki-e*, *hiramaki-e*, and *takamaki-e* with *tetsusabi-nuri* depicting on one side a carp swimming up a waterfall and on the other side water splashing over a crag, each side also with small flowers and plants, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; painted stone *ojime* with gilt-metal mounts; signed in *kebori* on the base *Zeshin* 是真

7.5 × 4.9 × 1.7 cm (3 × 1 $\frac{7}{8}$ × $\frac{5}{8}$ in.)

With fitted wood storage box and paper label from the Zeshin Hyakunijūnen Tsuizen Kinen Tenkan 是真百廿年追善記念展覧 (Zeshin 120th Anniversary Display, see below) (3)

Exhibited

Shibata Zeshin o shinobu kai 柴田是真を偲ぶ会 (Exhibition in Memory of Shibata Zeshin), Ōkyōkan Building, Tōkyō Kokuritsu Hakubutsukan (Tokyo National Museum), Tokyo, 18 July 2011
Nezu Bijutsukan (Nezu Museum), Tokyo, 1 November–16 December 2012

Published

Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 80

£40,000 - 50,000

JPY5,600,000 - 7,000,000

US\$52,000 - 64,000

In Zeshin's time, the ancient Chinese image of a carp or other large fish ascending a waterfall in the upper reaches of the Yellow River was an emblem of success especially associated with the *Tango no sekku* or Boys' Day Festival (see also lot 6). For another *inrō* by Zeshin executed in similar techniques and depicting carp, compare an example sold in these rooms earlier this year (Bonhams 2017, lot 83). That *inrō* bore a signature explicitly attributing the design to the great eighteenth-century Kyoto painter Maruyama Ōkyo (1733–1795) and the present lot is one of several more works by Zeshin that incorporate carp-related subjects derived from paintings by him. For a classic treatment by Ōkyo, see Ōsaka Shiritsu Bijutsukan (Osaka Municipal Museum of Art) 2004, cat. no. 27, a pair of scrolls of carp, one of them with a carp swimming in calm waters and the other with a carp ascending a waterfall, as here. For a painted depiction by Zeshin himself of a carp ascending a waterfall, see Gōke 1981, cat. no. 249.



9 *

SHIBATA ZESHIN 柴田是真 (1807–1891)
MINIATURE INRŌ WITH WRITING UTENSILS
AND PLUM BRANCH

文房具梅枝蒔絵小印籠

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

A miniature *inrō* with two interlocking cases and cover, of lenticular cross-section with slightly curved sides, curved top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated on one side with gold, silver, and coloured *hiramaki-e* and *takamaki-e* depicting a *suzuri* (ink-grinding stone) with a stick of *sumi* (solid ink) and a brushpot with two brushes and a branch of plum, executed in *subori*, which extends on to the reverse, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; iron *ojime* with gold overlay of moon, autumn plants, and geometric decoration; plain wood *manjū netsuke*

Signed on the base with gold *hiramaki-e* characters *Shōkadō hitsui o moshite Zeshin* 松花堂筆意模是真 (Zeshin, copying the brush style of Shōkadō)

4.5 × 3.9 × 1.5 cm (1¾ × 1½ × ⅝ in.)

Accompanied by a certificate by Shōji Hōshin (1898–1993) reading *Zeshin sensei saku fude suzuri Shōkadō no i o utsushite maki-e inrō shinsaku mugi mono nari mizunoe-ne shunjitsu Hōshin kan* 是真先生作筆硯松花堂寫意 蒔絵印籠 真作無疑者也 壬子春日 芳真鑒 (A *maki-e inrō* by master Zeshin depicting a writing brush and inkstone in the manner of Shōkadō, examined by Hōshin in spring 1972); seal: *Hōshin no in* 芳真之印 (Seal of Hōshin)

Fitted wood storage box (3)

Provenance

Ido Bunjin 井戸文人 collection

Exhibited

Nezu Bijutsukan (Nezu Museum), Tokyo,
1 November–16 December 2012

Published

Ido 1918, cat. no. 92
Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 76

£20,000 - 30,000
JPY2,800,000 - 4,200,000
US\$26,000 - 39,000

The combination of a branch of plum with writing utensils hints at the invisible presence of Sugawara no Michizane (845–903), the great scholar, poet, and statesman who was subsequently, under the name Tenjin, revered as a Shinto god of literature and learning. On his departure into unjust exile from Kyoto to Dazaifu in Kyushu, Michizane wrote a farewell poem to his beloved plum tree, which later magically transported itself so as to remain with its owner.

For another Zeshin *inrō* with a signature mentioning Shōkadō Shōjō (1584–1639), a Buddhist monk, painter, and calligrapher, known as one of the 'Three Brushes of the Kan'ei Era (1624–1644)', see Bonhams 2016, cat. no. 18.

Ido Bunjin, a previous owner of this piece, was the author of a catalogue and history of bags and purses, published in 1918 and 1919.



10 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

INRŌ WITH ANTIQUE COINS

古銭蒔絵印籠

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

An *inrō* with three interlocking cases and cover, of lenticular cross-section with straight sides, flat top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated in inlay of *seidō-nuri* in various colours and gold *maki-e* with seven ancient Chinese coins and charms (see below), the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*

Signed in *katakiribori* at lower left *Zeshin* 是真

7.5 × 7 × 1.8 cm (3 × 2¾ × ¾ in.)

Fitted wood storage box (2)

£8,000 - 12,000

JPY1,100,000 - 1,700,000

US\$10,000 - 15,000

Zeshin selected a wide range of ancient Chinese coins and charms from different periods for this virtuoso display of *seidō-nuri* techniques imitating bronze or copper. The coin at the top, with simulated patination of the kind associated with excavated artefacts, is an example of a 'square-footed spade' minted around 300–200 BC and inscribed with the name Anyang 安陽 (in Japanese, An'yō) after the city in China's Henan Province. The two coins below it are a *Wuzhuqian* 五珠錢 (*Goshusen*), thought to have been first minted in 118 BC, and a *Tai ping baiqian* 太平百錢 (*Taihei hyakusen*), a coin said to date from the third century AD. On other side of the *inrō* is a five-lobed foliate gold charm inscribed *Changming shoufu gui* 長命守富貴 (*Chōmei shofu ki*, 'A long life of wealth and honour'); such charms are mentioned in a Song-dynasty (960–1279) catalogue which states that they were made during the Tang dynasty (618–907) and were scattered on the bridal canopies of newly married couples (see Fang and Thierry 2016, p. 56). This charm overlaps a standard copper coin inscribed *Kaiyuan tongbao* 開元通寶 (*Kaiun tsūhō*), first issued in 621 AD. Of the two remaining coins, one is unidentified and the other, inscribed *Xiaoquan zhiyi* 小泉直一 (*Shōsen chokuichi*), is a type issued in 9–14 AD during Wang Mang's usurpation of the imperial throne.



11 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

INRŌ WITH PLOVERS AND WAVES

青海波塗波千鳥象嵌印籠

IKEDA TAISHIN 池田泰真 (1825–1903)

BOX NETSUKE WITH SHELLS

海松貝殻蒔絵箱根付

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

An *inrō* with four interlocking cases and cover, of rounded rectangular cross-section with straight sides, curved top and base, and applied cord-runners, the ground of black *ishime* and *seigaiha-nuri*, applied on one side with two and on the other side with one stylised *chidori* (wave bird or dotterel) in *shibuichi* with slight gilding, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; stone *ojime*; *hako* (box-shaped) netsuke in the form of a miniature *tebako* (accessory box) with hinged lid, of *umimatsu* decorated in gold and silver *hiramaki-e* and shell with seashells and seaweed, the interior with a silver cord fitting

Signed on the base in *katakiri* characters within a silver-lacquer oval reserve outlined in gold lacquer *Zeshin* 是真; the netsuke signed inside with gold *hiramaki-e* characters *Taishin* 泰真

7.5 × 4.8 × 2 cm (3 × 1 7/8 × 3/4 in.)

Fitted wood storage box (2)

Provenance

The *inrō* Edward Wrangham collection, no. 1840

Exhibited

Nezu Bijutsukan (Nezu Museum), Tokyo,
1 November–16 December 2012

Published

The *inrō* Lazarnick 1982, p. 1274
The *inrō* Bonhams 2010, lot 284
Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 88

£25,000 - 35,000

JPY3,500,000 - 4,900,000

US\$32,000 - 45,000



12 *

SHIBATA ZESHIN 柴田是真 (1807–1891)

**SET OF THREE SAKE CUPS WITH
AUSPICIOUS MOTIFS, AND STAND**

松竹梅鶴亀漆絵三組盃 添え真塗花月台
Meiji era (1868–1912), 1886

Three large turned-wood *sakazuki* (sake cups) of standard form in three sizes, bowl-shaped with short, slightly splayed stands, the lustrous red-lacquered ground decorated in *urushi-e* as follows: the largest cup with the trunk and branch of an ancient pine tree, with a blossoming plum tree in the foreground; the middle-sized cup with two cranes with bamboo by a stream; the smallest with two *minogame* (turtles with a 'tail' of pond weed); the stand of standard *kagetsudai* form in black-lacquered wood, with two vertical cut-out legs supporting an octagonal tray with four long and four short sides holding an octagonal cover cut with three slots

The three *sakazuki* each signed underneath as follows: The largest cup, *Hinoe-inu shunjitsu seihitsu hachiju-ō Zeshin* 丙戌春日誠筆 八十翁 是真 (Brushed with sincerity by Zeshin, aged 80, in spring 1886), with a *kaō* in the form of the character *kin* 巾; the medium-sized cup, *Tairyūkyō Zeshin* 対柳居 是真; the smallest cup, *Zeshin* 是真, with a *kaō* in the form of the character *kin* 巾

The largest 6.8 × 18.1 cm (2⅝ × 7⅛ in.)

The middle 6.1 × 16 cm (2⅜ × 6¼ in.)

The smallest 5.2 × 14 cm (2 × 5½ in.)

The stand 19.8 × 25.5 × 25.5 cm (7¾ × 10 × 10 in.)

The three *sakazuki* with fitted wood storage box with three inscribed paper labels; the stand with fitted lacquered-wood storage box with an inscribed paper label (7)

Provenance

Matsudaira Kakudō 松平確堂 (1814–1891) collection; Kakudō was the son of the shogun Tokugawa Ienari. A set of 'Three red sake cups with cranes, turtles, pine, bamboo, and plum', shown in Tokyo in 1889 (see below) as his property can probably be identified with this lot; see Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 67.

Kuhara Fusanosuke 久原房之助 (1869–1965) collection; Kuhara was a controversial entrepreneur and politician whose former residence is now the Happōen guesthouse and garden in Shiroganedai, Tokyo.

Exhibited

Zeshin-ō kaiga maki-e tenrankai 是真翁絵画蒔絵展覧会 (Exhibition of paintings and lacquer by the venerable Zeshin), Tokyo, 1889 (see above) Nezu Bijutsukan (Nezu Museum), Tokyo, 1 November–16 December 2012

Published

Nezu Bijutsukan (Nezu Museum) 2012, cat. no. 67

£20,000 - 30,000

JPY2,800,000 - 4,200,000

US\$26,000 - 39,000









(interior)





13 *

ARTIST UNKNOWN 作者不詳

**WRITING BOX WITH AUSPICIOUS DESIGNS,
IN THE SHAPE OF A CHILD'S BURIBURI TOY**

松竹亀蒔絵振振形硯箱

Meiji era (1868–1912), late 19th–early 20th century

A *suzuribako* of octagonal section formed as a child's roly-poly *buriburi* toy supported on four bracket feet, comprising box; *innōbuta* (flush-fitting lid); *kakego* (interior tray) with inset panel pierced with openings for the *suzuri* (ink-grinding stone) and *suitekiki* (water-dropper for mixing ink); the exterior with black-lacquer *roiro* ground decorated in gold and *aokin hiramaki-e*, *takamaki-e*, and *kirigane* with pine, bamboo, and a *minogame* (turtle with a 'tail' of pond weed); the interior of both box and lid finished in gold *muranashiji*, the *kakego* and panel finished in gold *nashiji*, the plum-blossom-shaped *suitekiki* of chiselled silver with enamels, the edges all finished in gold lacquer; together with an associated *fude* (writing brush) finished in gold *nashiji* and a piece of *sumi* (solid ink); affixed with a paper inventory label of the Naishōryō 内匠寮, an ancient government office that was revived in 1885 as part of the Imperial Household Department and continued until the postwar reforms

12.2 × 10.8 × 31 cm (4¾ × 4¼ × 12¼ in.)

With inner fitted wood storage box and outer fitted lacquered-wood storage box, the inner box with paper label inscribed *Chiba Taneaki* 千葉胤明 and a red paper label of the Kōtaigōgūshoku 皇太后宮職 (Dowager Empress's Office) collection (10)

Provenance

Chiba Taneaki 千葉胤明 (1864–1953) collection; for further information regarding Chiba, please refer to the Collector's Introduction, pages 4-5.

£15,000 - 20,000

JPY2,100,000 - 2,800,000

US\$19,000 - 26,000

14 *

ARTIST UNKNOWN 作者不詳

PICNIC SET WITH FLORAL MOTIFS

花丸蒔絵提重

Meiji era (1868–1912), late 19th–early 20th century

A *sagejūbako* (portable picnic set) comprising a rectangular frame fitted with a silver handle and with a fitted shelf towards the top, the frame containing a cylindrical four-tiered box and lid and a rectangular two-tiered box and lid supporting a silver sake flask with a cover modelled as a cloth, the upper shelf of the frame supporting a box with cut-away sides containing five rectangular trays and a footed tray with a *sakazuki* (sake cup), the decoration on the exterior of the frame and the boxes executed mainly in gold *hiramaki-e*, *takamaki-e*, and foil on the black-lacquer *roiro* ground and consisting of roundels of different plants including *hagi* (bush clover, *Lespedeza bicolor*), plum, peony, maple, chrysanthemum, and clematis, against a broken geometric ground of lozenge shapes each enclosing a four-petal motif, the interiors of the boxes plain red lacquer, the five trays all covered in fine gold *nashiji* and decorated in gold, *aokin*, and silver *hiramaki-e*, *takamaki-e*, and foil with some details in shell, each tray depicting a different flowering plant: *hagi*, plum, dandelion, peony, and camellia, the footed tray decorated in similar techniques with chrysanthemums and daisies by a stream, the *sakazuki* of standard form decorated with *kiri* (paulownia) branches and leaves in gold and silver *hiramaki-e* against a red-lacquer background, signed inside the footring with gold *hiramaki-e* characters *Koma* 古満, the silver bottle chiselled with similar designs to the exterior of the boxes

Overall: 35 × 47 × 29.7 cm (13¾ × 18½ × 11¾ in.)

With fitted lacquered-wood storage box inscribed outside *Hanamaru maki-e on sagejū* 花丸蒔絵 御提重 (Picnic set with floral motifs) (19)

£5,000 - 6,000

JPY700,000 - 840,000

US\$6,400 - 7,700







15 *

IIZUKA TŌYŌ 飯塚桃葉

INRŌ WITH GOOSE AND MANDARIN DUCK

鴨鵝蒨繪印籠

Edo period (1615–1868), late 18th century

An *inrō* with three interlocking cases and cover, of lenticular cross-section with straight sides, rounded top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated in gold, silver, and coloured *togidashi maki-e* and gold *kinpun* with a mandarin duck swimming in water on one side and a goose landing on water on the other side, each side with *omodaka* (three-leaf arrowhead, *Sagittaria trifolia*) plants, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; coloured enamel *ojime*; carved and lacquered wood netsuke in the form of a mandarin duck, signed *Kajikawa* 梶川; signed on the base in gold *hiramaki-e* characters *Kanshōsai* 觀松齋, with a *kaō*

7.4 × 6.5 × 2.4 cm (2⅞ × 2½ × 1 in.)

Fitted wood storage box (2)

Provenance

William F. du Pont collection; purchased at Christie's New York, 1996

Published

Christie's 1996, lot 66

£20,000 - 30,000

JPY2,800,000 - 4,200,000

US\$26,000 - 39,000

The *kaō* on this *inrō* belongs to Group A in the analysis of Iizuka-school signatures published by the great German lacquer scholar Beatrix von Ragué in a celebrated article written in 1964. As such, it can be dated with some confidence to a master, perhaps Iizuka Tōyō himself, working in the latter part of the eighteenth century whose work was of high quality and notable in particular for its restrained and elegant use of the *togidashi maki-e* technique (von Rague 1964, pp. 172, 177 and fig. 2; Wrangham 1995, pp. 312–313). For further discussion of Iizuka-family *kaō*, see also Kress 2010, pp. 136–137.



16 *

ŌMURA GYOKUZAN 大村玉山 (DIED CIRCA 1830)
INRŌ WITH BRUSHWOOD RAFTS

芝舟蒔絵印籠

Edo period (1615–1868), circa 1815–1830

An *inrō* with three interlocking cases and cover, of slightly rounded rectangular cross-section with straight sides, rounded top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated on each side in gold and coloured *hiramaki-e* and *takamaki-e*, shell, and *tetsusabi-nuri* with a raft laden with bundles of brushwood and tossed on stylized waves, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; signed on the base in inlaid shell characters within a rectangular cartouche *Jitokusai Gyokuzan* 自得齋玉山, with a *kaō*

9.2 × 6.6 × 2.4 cm (3 $\frac{3}{8}$ × 2 $\frac{5}{8}$ × 1 in.)

Fitted wood storage box (2)

£3,000 - 5,000

JPY420,000 - 700,000

US\$3,900 - 6,400

A pupil of Koma Koryū and Koma Kansai I (d. 1792), Ōmura Gyokuzan, who also styled himself Tachibana Gyokuzan, Kangyōsai, and Jitokusai (as on this lot), is thought to have been active during the Bunka and Bunsei eras (1804–1830). Born to a samurai family of the Tanabe fief in Tango Province, he served at the Makino family *yashiki* (daimyo mansion) in Edo but also appears to have worked for the great shogunal bureaucrat Matsudaira Sadanobu (1759–1829); see Takao, *Maki-e hakubutsukan*, *Takao Yō no hōmu pēji*. On this *inrō*, the bold use of shell and the stylized waves show the unmistakable influence of the great Edo samurai painter Sakai Hōitsu (1761–1828) who revived the style of Ogata Kōrin (1658–1716), beginning around the centenary of the latter's death.

17 *

SHIOMI MASAKAGE 塩見政陰
INRŌ WITH POEM SCROLL

和歌掛軸蒔絵印籠

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

An *inrō* with five interlocking cases and cover, of oval cross-section with straight sides, rounded top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated in gold and coloured *togidashi maki-e* and gold *kinpun* with an elaborately mounted hanging scroll brushed with two poems, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; green stone *ojime*; signed on one side in red seal-style characters *Shiomi Masakage* 鹽見政陰

9.3 × 5 × 3 cm (3 $\frac{3}{8}$ × 2 × 1 $\frac{1}{8}$ in.)

Fitted wood storage box (2)

£3,000 - 5,000

JPY420,000 - 700,000

US\$3,900 - 6,400



16



17







18 *

KOMA KORYŪ 古満巨柳

INRŌ WITH COURTIERS AND OX-CART

公家牛車蒔絵印籠

Edo period (1615–1868), 19th century

An *inrō* with six interlocking cases and cover, of rounded rectangular cross-section with straight sides, flat top and base, and applied cord-runners, the *roiro* black-lacquer ground decorated in gold, silver, and coloured *togidashi maki-e* and *hiramaki-e* and gold *kirigane* with a *gissha* (ox-cart), courtier, and attendants, on one side two younger and an older courtier with an attendant guiding the oxcart forward in an orderly manner, on the reverse five rowdy attendants, three of them pushing the cart and two others in dispute, all framed by trees and rocks, the top and base gold *kinpun*, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; carved and coloured lacquer *ojime*; lacquered wood foliate *manjū* netsuke; signed in gold *hiramaki-e* on the base *Koma Koryū saku* 古満巨柳作 (Made by Koma Koryū)

7.6 × 5.2 × 2.2 cm (3 × 2 × 7/8 in.)

Fitted wood storage box (2)

£10,000 - 15,000

JPY1,400,000 - 2,100,000

US\$13,000 - 19,000



19 *

ARTIST UNKNOWN 作者不詳

SHEATH INRŌ WITH BUDDHIST PAINTINGS

仏画蒔絵鞘印籠

Meiji era (1868–1912), late 19th century–early 20th century

An *inrō* with four interlocking cases and cover within an openwork sheath, of rounded rectangular cross-section with straight sides, flat top and base, and applied cord-runners, the *roiro* black-lacquer and gold *kinpun* ground of the cases and cover decorated in gold, silver, and coloured *togidashi maki-e* on one side with Aizen Myōō holding a *vajra* thunderbolt and bell and on the other with Nyorin Kannon holding a sword and wish-granting jewel, the frame decorated in gold and *aokin hiramaki-e*, *takamaki-e*, gold *kirigane*, and shell with chrysanthemum and peony flowers and tendrils, the cord-runners with bold gold *nashiji*, the interior with gold *kinpun*; carved wood *ojime* with a demon mask on one side and a serene Buddha mask on the other; added signature on the base in red seal-style characters *Shiomi Shōsei* 塩見証誠

8.3 × 5.2 × 2.3 cm (3¼ × 2 × ⅞ in.)

Fitted wood storage box (2)

£3,500 - 4,500

JPY490,000 - 630,000

US\$4,500 - 5,800

The signature *Shiomi Shōsei* is not listed in Wrangham 1995 or any other reference resource.





20 *

KAJIKAWA BUNRYŪSAI 梶川文龍齋
INRŌ WITH STRIPE DESIGN 縞模様蒔絵印籠
Edo period (1615–1868), 19th century

An *inrō* with four interlocking cases and cover, of lenticular cross-section with straight sides, flat top and base, and integrated cord-runners, the *roiro* black-lacquer ground decorated in gold and red *hiramaki-e* and shell with nine bands of decoration separated by raised gold-lacquer ridges, the decoration consisting of stylised pines, waves, and clouds; bamboo; geometric and floral ornament; variant forms of the characters *fuku* 福 (good fortune) and *kotobuki* 壽 (longevity), the base with similar ornament, the top with roundels of different ornament, the compartments and risers gold *nashiji*, the shoulders and rims gold *fundame*; *shakudō* and copper *ojime* applied with three gilt *kiri* (paulownia) crests; gilt metal *hako* netsuke chiselled with flowers and insects against a *nanako* ground; signed on one side with gold *hiramaki-e* characters *Kankō Kajikawa Bunryūsai* 官工梶川文龍齋 (Kajikawa Bunryūsai, official artist); red seal *Tei* 定

7.4 × 5.6 × 1.9 cm (2⅞ × 2¼ × ¾ in.)

Fitted wood storage box (2)

Provenance

Walter Lionel Behrens collection
Lieutenant Colonel J. B. Gaskell collection
R. A. Pfungst collection
G. G. Davies collection
Demaree and Dorothy Best collection
Charles A. Greenfield collection

Exhibited

Japan House Gallery, New York, 22 September–12 November 1972
The Metropolitan Museum of Art, New York, 4 September–19 October 1980

Published

Glendining and Co. 1914, no. 30, plate XVI
Glendining and Co. 1919, no. 473
Stern 1972, cat. no. 141
Pekarik 1980, cat. no. 100 (fig.113)
Eskenazi 1990, cat. no. 100

Similar Examples

Strange 1924–1925, cat. no. 1476 (plate XXV)
Boyer 1970, cat. no. 142 (plate 41)

£20,000 - 30,000

JPY2,800,000 - 4,200,000

US\$26,000 - 39,000



BOX INSCRIPTIONS, CERTIFICATES AND IMAGES OF REVERSE





6



6



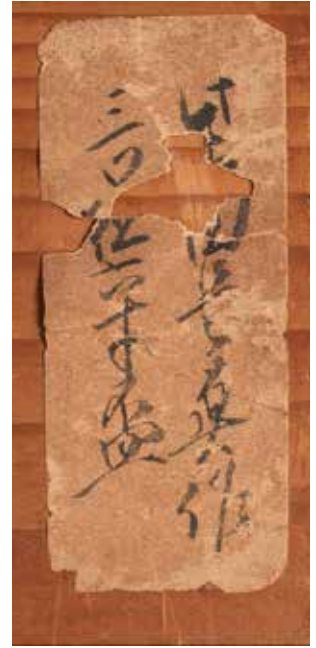
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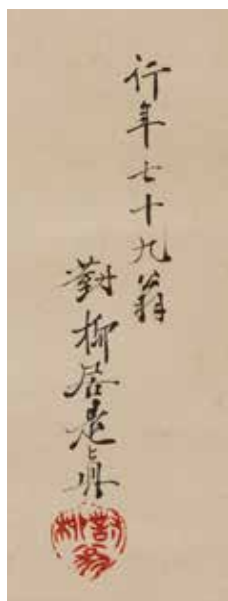


14

SIGNATURES AND SEALS



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4



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19



20

GLOSSARY OF JAPANESE TERMS AND LACQUER TECHNIQUES

aokin 青金

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

chadō-nuri 茶銅塗

brownish variant of *seidō-nuri*

fundame 粉溜

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

hiramaki-e 平蒔絵

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

hirame 平目

small flattish flakes of gold

inrō 印籠

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

ishime-nuri 石目塗

lacquer finish imitating a granular stone surface

jikusaki 軸先

fittings at either end of the roller at the base of a mounted hanging scroll

kaō 花押

artist's cursive monogram

katakiri 片切

type of engraving imitating brush-strokes by varying the width of the groove

kebori 毛彫

engraving with thin lines of even width

kinpun 金粉

fine gold powder

kirigane 切金

small squares of gold or silver foil

kuromaki-e 黒蒔絵

black-on-black *maki-e*

maki-e 蒔絵

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

manjū netsuke 饅頭根付
flattish, disc-shaped netsuke

muranashiji 叢梨地 or 叢梨子地
nashiji applied so that some areas are much denser than others

nashiji 梨地 or 梨子地
irregularly-shaped flakes of gold suspended in clear or yellowish lacquer

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

roiro-nuri 蠟色塗
clear lacquer blackened by adding a small quantity of iron and highly polished

seidō-nuri 青銅塗
dark-green lacquer finish imitating antique bronze

seigaiha-nuri 青海波
maki-e technique resembling the waves of the sea

subori 素彫
method of using a knife to cut into the surface membrane of hardened lacquer

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

tetsusabi-nuri 鉄錆塗
lacquer finish imitating rusted iron

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

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

umimatsu 海松
a type of fossilized coral

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Takao Yō 高尾曜

Maki-e hakubutsukan, Takao Yō no hōmu pēji 蒔絵博物館、高尾曜のホームページ (*Maki-e* Museum, Takao Yō's Home Page); Ōmura Gyokuzan 大村玉山, <http://makie-museum.com/mgyokuzan.html>, accessed 19 July 2017; *Shibata Zeshin seitan nihyakunen ten kōshiki saito* 柴田是真生誕二百年展公式サイト (Shibata Zeshin 200th Anniversary Exhibition Official Website), <http://makie-museum.com/zeshinsakuhin.html>, accessed 18 July 2017

Tōkyō Kokuritsu Bunkazai Kenkyūjo 東京国立文化財研究所 (Tokyo National Research Institution of Cultural Properties)

1996 *Naikoku kangyō hakurankai bijutsuhin shuppin mokuroku* 内国勲業博覧会美術品出品目録 (Catalogs of objects exhibited at the National Industrial Expositions). Tokyo: Chūōkōron Bijutsu Shuppan 中央公論美術出版

Tōkyō Kokuritsu Hakubutsukan 東京国立博物館 (Tokyo National Museum)

2004 *Bankoku hakurankai no bijutsu: Seiki no saiten: 2005nen Nihon Kokusai Hakurankai kaisai kinenten: Pari, Uin, Shikago Banpaku ni miru tōzai no meihin* 万国博覧会の美術: 世紀の祭典: 2005年日本国際博覧会開催記念展: パリウィーンシカゴ万博に見る東西の名品 (Arts of East and West from World Expositions: Commemorating the 2005 World Exposition, Aichi, Japan: 1855–1900, Paris, Vienna and Chicago), exhibition catalogue, Tokyo: NHK Promotions

von Ragué, Beatrix

1964 'Materialien zu Iizuka Tōyō, seinem Werk und seiner Schule (Materials on Iizuka Tōyō, His Works and His Pupils)', *Oriens Extremus*, vol. 11, no. 2 (1964), pp. 163–235

Wrangham, E. A.

1995 *The Index of Inrō Artists* 印籠大事典. Harehope, Northumberland

Yasumura Toshinobu 安村敏信

2009 *Shibata Zeshin no urushi-e* 柴田是真の漆絵 (Edo Chic, Meiji Technique: The Art of Shibata Zeshin, Featuring the Edson Collection), exhibition catalogue, Tokyo: Nihon Keizai Shinbunsha 日本経済新聞社

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description* of a *Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable 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

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 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*).

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

8. VAT

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

The following symbols, 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 *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- #### 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- #### 6 RESPONSIBILITY FOR THE LOT
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
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U.S.A
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
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African, Oceanic & Pre-Columbian Art

U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
+1 917 206 1699

Antiquities

Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
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U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
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Art Nouveau & Decorative Art & Design

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U.S.A
+1 212 644 9059

Australian Art

Merryn Schriever
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Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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Matthew Haley
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U.S.A
Catherine Williamson
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U.S.A.
Suzy Pai
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British Ceramics

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California & American Paintings

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Chinese & Asian Art

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U.S.A
Dessa Goddard
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AUSTRALIA
Yvett Klein
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Clocks

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Jonathan Snellenburg
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Coins & Medals

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U.S.A
Paul Song
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Contemporary Art

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U.S.A
Jeremy Goldsmith
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Entertainment Memorabilia

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U.S.A
Catherine Williamson
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European Ceramics

UK
Sebastian Kuhn
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U.S.A
+1 415 503 3326

Furniture

UK
Thomas Moore
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U.S.A
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

UK
Michael Lake
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Greek Art

Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
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U.S.A
Mark Rasmussen
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Islamic & Indian Art

Oliver White
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Japanese Art

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Suzannah Yip
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U.S.A
Jeff Olson
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Jewellery

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Jean Ghika
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Susan Abeles
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HONG KONG
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Marine Art

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U.S.A
Gregg Dietrich
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Mechanical Music

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name @bonhams.com eg. charles.obrien@bonhams.com

Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

Tahmina Ghaffar
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Modern Design

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Motor Cars

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EUROPE
Philip Kantor
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Automobilia

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Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Ingmars Lindbergs
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Natural History

U.S.A
Claudia Florian
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Old Master Pictures

UK
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U.S.A
Mark Fisher
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Orientalist Art

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Photography

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Prints and Multiples

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Russian Art

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U.S.A
Yelena Harbick
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Scientific Instruments

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Jonathan Snellenburg
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Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

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Ellis Finch
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U.S.A
Aileen Ward
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South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
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Urban Art

Gareth Williams
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Watches & Wristwatches

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U.S.A.
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Whisky

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HONG KONG
Daniel Lam
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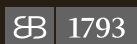
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