FINE JEWELLERY Thursday 7 December 2017



Bonhams

LONDON



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A NEPHRITE AND GEM-SET CUFF, BY VERDURA

AN IMPORTANT DIAMOND RING, BY HARRY WINSTON, NEW YORK, CIRCA 1968

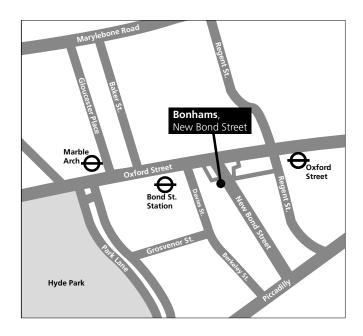
A DIAMOND PANEL BRACELET, CIRCA 1955

AN EMERALD AND
DIAMOND BRACELET,
BROOCH AND EARRING
SUITE, BY REIS & FILHOS,
CIRCA 1920

89 AN 18 CARAT GOLD AND DIAMOND 'SUPER SHELL' NECKLACE, BY GRIMA, 1972

A PAIR OF FANCY-COLOURED DIAMOND, DIAMOND AND CULTURED PEARL EARRINGS, BY CARTIER

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ILLUSTRATIONS

Front cover: Lot 121 and 122 Back cover: Lot 123 Inside front cover: Lot 120 Inside back cover: Lot 119

SALE NUMBER

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CATALOGUE

£20.00

IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.

Please note that irrespective of origin, jadite and rubies (and any jewellery pieces that contain them) may now be imported into the United States.

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A COPPER AND GOLD 'SHAKUDO' BRACELET, **PROBABLY ENGLISH, CIRCA 1860**

The bracelet composed of six circular plaques, each inlaid with copper and gold shakudo-work, depicting floral and foliate scenes, within borders of finely detailed gold decoration, length 18.8cm, cased by Boodle and Dunthorne, Liverpool and Chester

£4,000 - 6,000 US\$5,300 - 8,000

'Shakudo' is an alloy of copper and gold patinated onto a dark blue or black background. It is a Japanese metal-work technique developed from traditional Japanese sword-making, which was often elaborate and highly decorative.

Following the increase in trade with Japan in the second half of the 19th Century, there was a huge surge in demand for Japanese art and design in the West. The 'shakudo' technique was one of a number of influences that western artists adopted after being exposed to fine Japanese works of art being imported into Europe at the time.

A DIAMOND THREE-STONE RING, LATE 19TH CENTURY

The central old brilliant-cut diamond, weighing 2.60 carats, between two similarly-cut diamonds, to an engraved gallery, remaining diamonds approximately 2.00 carats total, ring size O

£10,000 - 15,000 US\$13,000 - 20,000

A GOLD, ENAMEL, OPAL AND DIAMOND HINGED BANGLE, **BY CARLO GIULIANO, CIRCA 1890**

The central cluster of three opal cabochons with old brilliant-cut diamond highlights, on a hinged bangle rendered in diverse motifs of black and white enamel, maker's marks 'CG' in an oval lozenge, inner diameter 6.1cm

£8,000 - 10,000 US\$11,000 - 13,000



A 16TH CENTURY GOLD, ENAMEL AND GEM-SET FEDE AND **GIMMEL RING**

Composed of two conjoined hoops that when assembled form a bezel of two clasped hands, the lower hand cupping a heart or a fruit in its palm, concealed by the upper hand resting over it, the shoulders of the ring designed as elaborate cuffs with traces of white enamel, one set with a mixed-cut ruby, the other with an emerald, on a single gold band that when divided, reveals a hidden inscription, engraved in German and decorated with black enamel, that reads across both hoops, "WAS GOT ZV SAMEN SOL KEIN MINSCHE SCHEDEN 1571", mounted in yellow gold, enamel deficient, ring size S1/2

£8,000 - 10,000 US\$11,000 - 13,000

A gimmel ring (from Latin "gemellus" meaning "twin") is a ring composed of multiple hoops that fit together so perfectly they appear as one complete ring. When the two hoops of this ring are connected, they form a bezel in the shape of two clasped right hands. This device, known as a fede, (from Italian "mani in fede" meaning "hands in trust") has been used in love rings since Roman times. The clasping of right hands, known as "dextrarum iunctio", also symbolises friendship, loyalty and harmony. The interior German inscription, designed to be read across the two hoops, is taken from the Latin phrase used in the marriage service that translates as "what God has joined together may no man put asunder". These rings were intended as betrothal or marriage rings; the conjoined hoops, each with one half of the inscription, is symbolic of the couple united by holy vows. Comparable examples are in the V&A (851-1871) and the British Museum (AF.1096).



A NATURAL PEARL AND DIAMOND PENDANT NECKLACE

The drop-shaped natural pearl, measuring 11.04 - 11.57 x 14.91mm, surmounted by an old brilliant-cut diamond, on a trace-link chain, necklace length (adjustable): 50.5cm to 56.5cm

£10,000 - 15,000 US\$13,000 - 20,000

Accompanied by a report from GCS stating that the pearl is natural, saltwater, with no indications of treatment. Report number 5777-9449, dated 21 March 2017.

A LATE 19TH CENTURY SAPPHIRE AND DIAMOND BROOCH, **CIRCA 1890**

The oval-cut sapphire, weighing 7.88 carats, between a pierced double surround of old brilliant-cut diamonds, mounted in silver and gold, diamonds approximately 6.00 carats total, width 2.8cm, cased by Asprey, Bond Street, London

£15.000 - 20.000 US\$20,000 - 27,000

Accompanied by a report from GCS stating that the sapphire is of Burmese origin, with no indications of heating. Report number 78121-35, dated 3rd October 2017.

Accompanied by a report from AGL stating that the sapphire is of Burmese origin, with no evidence of heat treatment. Report number 8086208, dated 16 March 2017.



A SAPPHIRE AND DIAMOND RING

The octagonal step-cut sapphire, weighing approximately 6.30 carats, set within a surround of old brilliant-cut diamonds, diamonds approximately 1.80 carats, ring size L

£12.000 - 18.000 US\$16,000 - 24,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no evidence of heating. Report number 78124-54, dated 17th October 2017.

A 19TH CENTURY NATURAL PEARL AND DIAMOND **NECKLACE/BROOCH COMBINATION**

The front set with an old brilliant and rose-cut diamond fluttering ribbon bow motif, the principal diamond at the centre, terminating in a detachable natural pearl drop, on a rivière of graduating old brilliant-cut diamonds in box-collet settings, mounted in silver and gold, diamonds approximately 17.70 carats total, may be worn as a simple rivière, the diamond and pearl bow detaches to be worn as a brooch (fitting supplied), the pearl may be worn as a separate pendant, necklace length 44.2cm, length of central bow motif 5.0cm

£12,000 - 15,000 US\$16,000 - 20,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearl is natural, saltwater. Report number 11738, dated 9 September 2015.



A LATE 19TH CENTURY PINK SAPPHIRE RING

The oval cabochon sapphire, in a foiled closed-back setting, within a pierced foliate yellow gold and silver mount, decorated with old brilliant and rose-cut diamonds, ring size M

£10.000 - 15.000 US\$13.000 - 20.000

Accompanied by a copy of a report from Gubelin, stating that the pink sapphire is of Sri Lankan origin, with no indications of heating. Report number 13110092, dated 15 November 2013.

Accompanied by a copy of a report from Service Public Du Controle Des Diamants, Perles Fines, Pierres Precieuses, stating that the pink sapphire is natural and that the foil modifies the colour. Report number 0114167, dated 5 January 1990.

10

A LATE 18TH CENTURY ENAMEL AND DIAMOND BRACELET

Designed as a series of delicate urn motifs, each rendered in royal blue enamel with white enamel dots and a central rose-cut diamond cluster, connected by rose-cut diamond eternal knot links, with a rose-cut diamond ribbon bow clasp, mounted in silver and yellow gold, closedback settings throughout, rubbed and partially struck marks, possibly French, length 18.0cm

£5.000 - 6.000 US\$6,600 - 8,000

A NATURAL PEARL NECKLACE, A DIAMOND CRESCENT **BROOCH AND A GEM-SET PENDANT, CIRCA 1800**

The pearl necklace composed of sixty-four pearls measuring 3.5mm-5.8mm, to a double pearl and yellow gold clasp, the diamond crescent brooch pavé-set with cushion-shaped and old brilliant-cut diamonds of various sizes, mounted in silver and gold, in both open and closedback settings, the lozenge-shaped pendant with central hairwork ground overlaid with a seed pearl coronet and initials "MC", within borders of royal blue enamel and seed pearls, suspended from an old brilliant-cut diamond bale, the reverse with further hairwork and engraved gold and royal blue enamel detail, diamonds in brooch very approximately 4.00-5.00 carats total, necklace length 46,2cm, brooch length 3.5cm, pendant length 6.0cm, later fitted presentation case by J Chaumet, Sr de Morel & Cie, London, 154 New Bond Street, Paris, Place Vendome 12 (3)

£10.000 - 15.000 US\$13.000 - 20.000

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 78127-72, dated 31st October 2017.

Provenance

Mary, 2nd Countess of Chatham; By descent to the current owner.

Mary, Countess of Chatham (1762-1821) was born The Hon. Mary Townshend, daughter of the 1st Baron Sydney and married John Pitt, 2nd Earl of Chatham in 1783.

John Pitt was the son of William Pitt "the Elder" (1st Earl of Chatham) and brother to William Pitt "the Younger". Both of whom served as Prime Minister, Pitt the Younger at the age of just twenty-four.









12 A PAIR OF DIAMOND PENDANT EARRINGS

Each designed as a graduating line of old brilliant-cut diamonds, in collet-settings, diamonds approximately 3.30 carats total, length 2.3cm

£4,000 - 6,000 US\$5,300 - 8,000

A DIAMOND SINGLE-STONE RING, BY HANCOCKS

The cushion-shaped diamond, weighing 2.02 carats, between bevelled shoulders decorated with brilliant-cut diamonds, mounted on platinum, signed Hancocks, London hallmark, ring size L1/2

£18,000 - 25,000 US\$24,000 - 33,000

Accompanied by a report from GIA stating that the diamond is D colour, VS1 clarity. Report number 5161823346, dated 4th December 2014.

14 A DIAMOND LINE BRACELET, SECOND QUARTER OF **20TH CENTURY**

Composed of a series of graduating collet-set old brilliant-cut diamonds, diamonds approximately 8.20 carats total, length 17.6cm

£5,000 - 7,000 US\$6,600 - 9,300



15

A BELLE ÉPOQUE NATURAL PEARL AND DIAMOND FRINGE **NECKLACE, CIRCA 1900**

Designed as a delicate garland of old brilliant and rose-cut diamonds and natural pearls, suspending graduating rose-cut diamond swags, terminating in old brilliant-cut and rose-cut diamond and natural pearl bud motifs, mounted in platinum and yellow gold, diamonds approximately 9.50 carats total, length 37.2cm

£25,000 - 35,000 US\$33,000 - 47,000

Accompanied by a report from GCS stating that the pearls were found to be natural, saltwater, with no indications of treatment. Report number 78123-16, dated 20 October 2017.

16

AN EARLY 20TH CENTURY NATURAL PEARL AND DIAMOND **RING, CIRCA 1910**

The natural pearl, measuring approximately 12.1mm-12.3mm x 9.90, between floral motif shoulders decorated with old brilliant, single and rose-cut diamonds, rubbed maker's marks, French import marks, ring size J½

£10,000 - 15,000 US\$13,000 - 20,000

Accompanied by a report from GCS stating that the pearl is natural, saltwater. Report number 78124-52, dated 17th October 2017.





A RUBY AND DIAMOND BOW BROOCH, CIRCA 1920

The finely pierced bow millegrain-set throughout with old brilliant and single-cut diamonds, the central knot and tie highlighted with calibrécut rubies, French assay marks, diamonds approximately 4.50 carats total, width 8.3cm

£5,000 - 6,000 US\$6.600 - 8.000

18

A SINGLE-ROW NATURAL PEARL NECKLACE, CIRCA 1920

The 115 graduating natural pearls, measuring 3.0mm to 7.8mm, to an old brilliant-cut diamond clasp, diamonds approximately 1.50 carats total, length 56.0cm

£7.000 - 9.000 US\$9,300 - 12,000

Accompanied by a report from Nederlands Edelsteen Laboratorium, stating that the 115 pearls are natural, saltwater. Report number P5319, dated 8 May 2014.

A NATURAL PEARL AND DIAMOND NECKLACE, CIRCA 1900

The front set with four openwork rose-cut diamond paisley motifs connected by three natural pearls, each suspending a natural pearl and rose-cut diamond drop, suspended from a fine trace-link chain, mounted in silver and gold, the outer two drops and chain detachable, one diamond deficient, fitted tooled leather case

£40.000 - 60.000 US\$53,000 - 80,000

Accompanied by a report from SSEF stating that the six pearls are natural, saltwater. Report number 94562, dated 16 August 2017.



20

A PINK SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 1.85 carats, within a pierced double surround of brilliant-cut diamonds, mounted on platinum, London hallmark, ring size L1/2

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pink sapphire is natural, with no evidence of heat treatment. Report number 07875, dated 7 June 2013.



A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.70 carats, within double six-claw setting, ring size P1/2

£15,000 - 20,000 US\$20,000 - 27,000

A PAIR OF DIAMOND PENDENT EARRINGS

Each line of millegrain-set single-cut diamonds suspending a pair of graduating old brilliant-cut diamonds, principal diamonds approximately 1.60, 1.60, 1.25 and 1.10 carats, length 4.0cm

£8,000 - 12,000 US\$11,000 - 16,000

23

AN ART DECO DIAMOND BRACELET, CIRCA 1925

The openwork strap designed as a series of stylised floral and foliate motifs, set at intervals with principal old brilliant-cut diamonds, within a ground of smaller old brilliant and single-cut diamonds, two diamonds deficient, diamonds approximately 18.60 carats, length 20.2cm, cased

£15.000 - 20.000 US\$20,000 - 27,000

A NATURAL PEARL NECKLACE WITH A DIAMOND CLASP

The fifty-five natural pearls, measuring approximately 6.1mm to 8.0mm, to a clasp designed as a lover's knot set with single-cut diamonds, length 46.3cm

£8,000 - 12,000 US\$11,000 - 16,000

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 78126-74, dated 24th October 2017.

AN ART DECO DIAMOND BRACELET, CIRCA 1930

The articulated strap designed as a series of openwork geometric plaques, pierced and set throughout with old brilliant, single and baguette-cut diamonds, connected by similarly-set buckle-shaped links, mounted in platinum, diamonds approximately 16.30 carats total, length 17.5cm

£12,000 - 15,000 US\$16,000 - 20,000





A PAIR OF DIAMOND SINGLE-STONE EARSTUDS

The brilliant-cut diamonds, weighing 2.01 and 2.03 carats, each within a four-claw setting

£22,000 - 28,000 US\$29,000 - 37,000

Accompanied by a report from GIA stating that the diamond weighing 2.01 carats is G colour, VS2 clarity. Report number 13554365, dated 9 August 2004.

Accompanied by a report from GIA stating that the diamond weighing 2.03 carats is G colour VS1 clarity. Report number 13568677, dated 10 August 2004.

A DIAMOND SINGLE-STONE RING

The marguise-cut diamond, weighing 6.53 carats, between baguettecut diamond shoulders, ring size 11/2

£20,000 - 30,000 US\$27,000 - 40,000

Accompanied by a report from IIDGR stating that diamond is E colour, SI2 clarity. Report number 2161807, dated 20th September 2017.

A DIAMOND BRACELET, CIRCA 1960

The articulated bracelet composed of repeating plaques of scroll and buckle design, pavé-set throughout with brilliant-cut diamonds, diamonds approximately 19.00 carats total, length 18.5cm

£12,000 - 15,000 US\$16,000 - 20,000

AN EMERALD AND DIAMOND PENDANT NECKLACE

The step-cut emerald, within a brilliant-cut diamond surround, suspended from a brilliant and baguette-cut diamond surmount, on a ropetwist chain set with brilliant-cut diamond accents, emerald approximately 11.00 carats, diamonds approximately 3.00 carats total, pendant length including surmount 5.0cm, necklace length 44.0cm

£8.000 - 12.000 US\$11,000 - 16,000







30

AN EMERALD AND DIAMOND RING, RETAILED BY CUSI, **CIRCA 1970**

The octagonal step-cut emerald, weighing 3.67 carats, within a surround of brilliant-cut diamonds, diamonds approximately 1.20 carats total, ring size K (sizing band)

£5,000 - 7,000 US\$6,600 - 9,300

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 78126-38, dated 27 October 2017.

Accompanied by an insurance valuation from Cusi Gioiellieri, Milan, dated 23 October 1973.

31

A DIAMOND SPRAY BROOCH, CIRCA 1965

Of stylised foliate design, set throughout with brilliant, baguette and marquise-cut diamonds, diamonds approximately 12.00 carats total, width 4.0cm, cased by Bentley & Skinner, 8 New Bond Street, London, W1

£5,000 - 7,000 US\$6,600 - 9,300



32

A DIAMOND LINE BRACELET

Composed of graduating step-cut diamonds, diamonds approximately 12.20 carats total, length 16.4cm

£7,000 - 10,000 US\$9,300 - 13,000 33

A SAPPHIRE AND DIAMOND BRACELET

Composed of seven oval-cut sapphires on a flexible mesh strap of brilliant-cut diamonds, sapphires approximately 18.50 carats total, diamonds approximately 13.00 carats total, length 19.8cm

£15,000 - 20,000 US\$20,000 - 27,000

Accompanied by a report from Gubelin stating that the sapphires are of Sri Lankan origin, with no indications of heating. Report number 17070032, dated 25th July 2017.





A DIAMOND SINGLE-STONE RING

The old asscher-cut diamond, weighing 4.09 carats, between baguette-cut diamond shoulders, ring size N

£40,000 - 50,000 US\$53,000 - 66,000

Accompanied by a report from GIA stating that the diamond is G colour, VS1 clarity. Report number 1176689158, dated 14 June 2016.

AN ART DECO EMERALD AND DIAMOND RING. BY C.D. PEACOCK, CIRCA 1930

The rectangular step-cut emerald, weighing approximately 3.30 carats, set between elongated baguette-cut diamonds and old trilliant-cut diamond shoulders, the pierced gallery millegrain-set with smaller brilliant and triangular-cut diamonds, mounted in platinum, signed Peacock, emerald approximately 3.30 carats, ring size M1/2

£12,000 - 18,000 US\$16,000 - 24,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin with minor amount of oil in fissures. Report number 78122-43, dated 13th October 2017.

C.D. Peacock, Chicago's very first retail jeweller, was founded by British emigrant Elijah Peacock in 1837. His first clients were the trappers, scouts and sailing captains of the Great Lakes to whom he sold small gold articles, watches and chronometers. For upscale clients, recently moved to the vibrant new city, he stocked items of "old-world elegance". Although the shop was gutted during the Chicago Great Fire of 1871, the business survived because all its valuable merchandise was locked in a fireproof vault. By the 1920s, the thriving firm had numerous stores selling the finest quality jewels, watches and gifts. In 1970, the firm passed out of family ownership although it still trades under the same name today.



AN EMERALD AND DIAMOND BRACELET, BROOCH AND **EARRING SUITE, BY REIS & FILHOS, CIRCA 1920**

The intricate openwork strap bracelet composed of highly stylised floral motifs, millegrain-set throughout with old brilliant, single and rosecut diamonds, with a step-cut emerald at the centre, the quatrefoil plaque brooch and pair of quatrefoil pendent earrings of similar design and similarly-set, mounted in platinum, Portuguese marks, bracelet length 18.2cm, brooch length 4.2cm, earring length 4.0cm, earrings and brooch with fitted and tooled leather case by Reis Filhos, Porto

£10,000 - 15,000 US\$13,000 - 20,000

The Portuguese house of Reis & Filhos was founded in 1880 by goldsmith António Alves dos Reis. The jeweller, who manufactured for Portugal's Royal Family, has long since stopped trading but their elaborate Art Nouveau shop facade, in cast iron with a gilded figurehead, is still a feature of Porto's historical shopping district and serves as a reminder of their venerable past.





AN ART DECO EMERALD AND DIAMOND RING, CIRCA 1925

The step-cut emerald, weighing 5.60 carats, within a single-cut diamond surround, and similarly-cut diamond shoulders, French Import marks, ring size P1/2

£7,000 - 10,000 US\$9,300 - 13,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the emerald is natural, with evidence of moderate clarity enhancement. Report number 14915, dated 28th October 2017.

A SAPPHIRE AND DIAMOND BRACELET

The articulated strap formed of three rows of alternating circular-cut sapphires and brilliant-cut diamonds, in a haphazard arrangement, sapphires approximately 18.30 carats total, diamonds approximately 18.60 carats, length 17.5cm

£10,000 - 15,000 US\$13,000 - 20,000





39

A PAIR OF EMERALD AND DIAMOND CLUSTER EARRINGS

The octagonal step-cut emeralds, weighing 1.08 and 1.07 carats, each within a surround of old brilliant-cut diamonds, diamonds approximately 4.00 carats total, length 1.6cm

£5.000 - 7.000 US\$6,600 - 9,300

Accompanied by a report from GCS stating that the emeralds are of Colombian origin, with indications of minor clarity enhancement. Report number 78121-96, dated 18 October 2017.

40

AN EMERALD AND DIAMOND BROOCH, CIRCA 1960

Designed as a stylised flowerhead, the step-cut emerald issuing pavé-set brilliant-cut diamond petals and undulating foliage set with baguette-cut diamonds, emerald approximately 2.90 carats, diamonds approximately 5.20 carats total, length 4.6cm

£8,000 - 10,000 US\$11,000 - 13,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 77116-38, dated 14th August 2017.



41^{Ω}

A DIAMOND SUITE, BY ASPREY, 1975

The articulated openwork collar necklace composed of undulating brilliant-cut diamonds, the bracelet, brooch, ring and pair of earclips en suite, mounted in 18 carat white gold, each signed Asprey London, London hallmark, diamonds approximately 55.00-65.00 carats total, ring size L1/2, lengths: earclips 3.5cm, bracelet 17.0cm, brooch 4.0cm, necklace diameter 18.0cm, fitted Asprey case (5)

£20,000 - 30,000 US\$27,000 - 40,000

A LAVENDER SAPPHIRE AND DIAMOND RING

The lavender cushion-shaped sapphire, weighing 5.57 carats, in a raised setting decorated with pavé-set brilliant-cut diamonds, ring size L1/2

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a report from GRS stating that the sapphire is of Sri Lankan origin, with no indication of thermal treatment. Report number GRS2016-061772, dated 6 August 2016.









A RUBY AND DIAMOND TWO-STONE RING

Obliquely-set with a pear-shaped ruby, weighing 3.02 carats, and a pear-shaped diamond, weighing 1.51 carats, the shoulders channelset with tapered baguette-cut diamonds, ring size M

£10,000 - 15,000 US\$13,000 - 20,000

Accompanied by a report from GCS stating that the ruby is of Thai origin, with no indications of heating. Report number 78126-39, dated 27 October 2017.

A RUBY AND DIAMOND BRACELET

Composed of two rows of old brilliant-cut diamonds, the clasp designed as an oval-cut ruby and old brilliant-cut diamond cluster, diamonds approximately 21.50 carats total, length 16.3cm

£15,000 - 20,000 US\$20,000 - 27,000



A DIAMOND BRACELET WATCH, BY GÜBELIN, CIRCA 1965

The curving S-shaped brilliant-cut diamond cover, opening to reveal a circular dial, with baton hour indicators, on a highly articulated openwork bracelet, composed of two rows of brilliant and baguette and triangularcut diamonds, each side set vice versa, signed Gübelin, maker's mark, diamonds approximately 12.00 carats total, length 18.2cm

£6,000 - 8,000 US\$8,000 - 11,000

A DIAMOND BROOCH, CIRCA 1960

The annular brooch decorated either side with floral motifs, set throughout with brilliant, pear, marquise and tapered-baguette cut diamonds, diamonds approximately 15.20 carats total, length 5.4cm, cased by Kutchinsky

£7,000 - 9,000 US\$9,300 - 12,000







A PAIR OF DIAMOND CHANDELIER EARRINGS

Each articulated fringe composed of graduating clusters of pear-shaped and brilliant-cut diamonds, interspersed by marquise-cut diamond accents, diamonds approximately 13.00 carats total, length 6.2cm

£8,000 - 10,000 US\$11,000 - 13,000

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.01 carats, within a four-claw setting, between baguette-cut diamond shoulders and brilliant-cut diamond gallery, ring size G

£25,000 - 35,000 US\$33,000 - 47,000

Accompanied by a report from IIDGR stating that the diamond weighing 4.01 carats is I colour, VS2 clarity. Report number 010000137009, dated 28 September 2017.

Accompanied by a report from IGI stating that the diamond weighing 4.01 carats is H colour, VS1 clarity. Report number D2D38290, dated 23 January 2007.

49

A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 7.57 carats, within a ten-claw setting, ring size J

£35,000 - 40,000 US\$47,000 - 53,000

50

A MULTI-COLOURED DIAMOND RIVIÈRE

The collar necklace composed of lozenge-shaped links, each set with a brilliant-cut diamond, graduating in size from the centre, diamonds approximately 18.50 carats total, length 41.0cm

£15,000 - 20,000 US\$20,000 - 27,000

For further information about the colour origin of the diamonds please refer to the Jewellery Department.







AN EMERALD AND DIAMOND RING, MID 20TH CENTURY

The step-cut emerald, weighing 4.13 carats, between tapering shoulders highlighted by baguette-cut diamonds, ring size K1/2

£20,000 - 30,000 US\$27,000 - 40,000

Accompanied by a report from SSEF stating that the emerald is of Colombian origin, with minor amount of oil in fissures. Report number 91108, dated 24th March 2017.

It is well known that the finest emeralds in the world come from Colombia; the green fire in the finest, most transparent specimens, is the measure by which all other emeralds in the world are judged. The term "Old Mine" is used to describe top-quality specimens such as this, that display excellent colour chemistry and can only have come from the fabled emerald fields of Colombia.

52

A SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 6.81 carats, between tapered baguette-cut diamond shoulders, ring size J1/2

£8,000 - 12,000 US\$11,000 - 16,000

Accompanied by a report from GCS stating that the sapphire is of Basaltic origin, with no indications of heating. Report number 78125-55, dated 20 October 2017.



A MID 20TH CENTURY SAPPHIRE AND DIAMOND BRACELET

Designed as a highly arculated mesh of repeating old brilliant, brilliant, single, square and baguette-cut diamond geometric motifs, each with a step-cut sapphire at the centre, connected by similarly-set buckleshaped motifs, diamonds approximately 10.00 carats total, maker's mark MK, Austrian assay marks, length 17.0cm

£8,000 - 10,000 US\$11,000 - 13,000 54

A DIAMOND BRACELET, CIRCA 1955

Designed as a series of twelve graduating step-cut diamonds each interspersed by pairs of horizontal baguette-cut diamonds, diamonds approximately 22.00 carats total, length 16.6cm

£40,000 - 60,000 US\$53,000 - 80,000





A PINK SAPPHIRE AND DIAMOND RING, BY CARTIER

The pink sapphire, weighing 4.18 carats, between raised shoulders and a gallery pavé-set with brilliant-cut diamonds, signed Cartier, numbered HLS0345254, diamonds approximately 1.10 carats, ring size M

£6.000 - 8.000 US\$8,000 - 11,000

Accompanied by a report from SSEF stating that the pink sapphire is natural with indications of heating. Report number 89936, dated 24th January 2017.

A RUBELLITE TOURMALINE AND DIAMOND RING, BY MARGHERITA BURGENER

The step-cut rubellite tourmaline, weighing 9.19 carats, within a surround of orbiting rings pavé-set with brilliant-cut diamonds, signed Margherita Burgener, diamonds approximately 3.60 carats total, ring size L

£10,000 - 12,000 US\$13,000 - 16,000

A DIAMOND 'MINI C' BRACELET, BY CARTIER

Composed of a continuous line of 'c'-shaped links each pavé-set with brilliant-cut diamonds, signed Cartier, numbered 915874, French assay marks, diamonds approximately 4.55 carats total, length 18.9cm, maker's pouch

£15,000 - 20,000 US\$20,000 - 27,000

Accompanied by an insurance letter from Cartier.

A DIAMOND-SET CHOKER NECKLACE, BY CARTIER

Composed of five rows of circular beads highlighted at intervals with brilliant-cut diamonds, signed Cartier, numbered 624925, diamonds approximately 6.00 carats total, length of shortest row 34.2cm

£6.000 - 8.000 US\$8,000 - 11,000



A TOPAZ AND DIAMOND RING

The oval-cut topaz set within a surround of marquise, brilliant and tapered baguette-cut diamonds, diamonds approximately 3.00 carats total, ring size L

£6,000 - 8,000 US\$8,000 - 11,000

59A

AN ONYX AND DIAMOND 'KEY TO MY HEART' PENDANT **NECKLACE AND RING, BY CARTIER, CIRCA 1970**

The chain suspending a large pendant designed as a key, decorated with vari-cut onyx and brilliant-cut diamonds, accompanied by a similarly decorated bombé ring, pendant and ring signed Cartier, pendant numbered P1326, necklace length 45.7cm, pendant length 9.0cm, ring size D, Cartier case and ring box (2)

£6,000 - 8,000 US\$8,000 - 11,000 60

A DIAMOND, SAPPHIRE, EMERALD AND ONYX 'PANTHÈRE' **BROOCH, BY CARTIER**

Designed as a prowling panther, the body pavé-set with brilliant-cut diamonds and cabochon sapphire 'spots', the eyes with pear-shaped emeralds and the nose with a buff-top onyx, signed Cartier, numbered 617942, maker's marks, French assay marks, width 5.6cm, Cartier case

£10,000 - 15,000 US\$13,000 - 20,000

A 'HIMALIA' DIAMOND SUITE, BY CARTIER, CIRCA 2005

The necklace, bracelet, earrings and ring composed of brilliant-cut diamond-set circlet links, diamonds approximately 16.00 carats total, signed Cartier, maker's marks, numbered, French assay marks, necklace length 39.2cm, bracelet length 19.0cm, earring length 5.0cm, ring size O, maker's cases (4), boxes (4) and pouch (1) (4)

£15.000 - 25.000 US\$20,000 - 33,000

Accompanied by the original bill of sale from Cartier for the earrings, dated 24 November 2005.









62^{Ω} A PAIR OF CHRYSOPRASE AND TIGER'S EYE EARCLIPS, BY VAN CLEEF & ARPELS, CIRCA 1970

Each textured hoop studded with tiger's eye and chrysoprase cabochons, signed VCA, numbered B3028, French assay marks, length 3.5cm

£4,000 - 6,000 US\$5,300 - 8,000

A PAIR OF FLUTED EARCLIPS AND RING SUITE, BY VAN CLEEF & ARPELS, CIRCA 1970

The ring of bombé fluted design, one half polished, the other inlaid with a carved wooden finish, the pair of earclips en suite, signed VCA, maker's marks, French assay mark, ring size J1/2, earclip length 2.7cm

£3,000 - 4,000 US\$4,000 - 5,300



A PAIR OF RUBY ETERNITY RINGS, BY CARTIER

Each set with fourteen oval-cut rubies, each signed Cartier, numbered, ring size L

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the rubies are of Burmese origin, with evidence of heat treatment. Report number 14605, dated 12 August 2017.

65

A DIAMOND-SET 'GRAINS DE CAFÉ' NECKLACE, BY CARTIER, PARIS, CIRCA 1955

The front designed as a layered fringe of textured 'coffee beans', highlighted by brilliant-cut diamonds, on a fancy-link rope collar, diamonds approximately 1.30 carats total, signed Cartier Paris, numbered 3106, maker's mark, French assay marks, length 36.3cm

£6,000 - 8,000 US\$8,000 - 11,000

For a similar example see Dalon, Laure and Salomé, Laurent, "Cartier: Le style et l'histoire", RMN, Paris 2013, page 358, no 548, a platinum, gold and diamond 'Grains de café' necklace by Cartier, Paris, 1955, in the Collection Palais princier de Monaco, inv. 011206.







TWO GEM-SET TURTLE BROOCHES, BY SEAMAN SCHEPPS

Each carved wood shell studded throughout with collet-set cabochon sapphires, the head, legs and tail decorated with textured detail, the head further highlighted by an oval-cut citrine and cabochon emerald eyes, both signed Seaman Schepps and numbered, maker's marks, lengths: 8.3cm, 5.5cm

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a copy of the original purchase receipt from Embassy Jewellers, St Moritz, dated 23rd June 1994.

A SAPPHIRE RING, BY ALEXANDER LAUT

The oval-cut sapphire, weighing 9.79 carats, within a brushed and matt finish, signed Laut, numbered 7665, ring size M

£10,000 - 15,000 US\$13,000 - 20,000

Accompanied by a report from GRS stating that the sapphire is of Sri Lankan origin, with no indication of thermal treatment. Report number GRS2016-070673, dated 27 September 2016.

A DIAMOND SINGLE-STONE RING

The round brilliant-cut diamond, weighing 6.91 carats, ring size 11/2

£25,000 - 30,000 US\$33,000 - 40,000

Accompanied by a report from IIDGR stating that the diamond is M colour, VS2 clarity. Report number 1833138, dated 20th September 2017.

A CHALCEDONY AND DIAMOND NECKLACE, BY MARGHERITA BURGENER

Composed of 28 chalcedony beads, interspersed at intervals with brilliant-cut diamond links, with a similarly-cut diamond clasp, diamonds approximately 4.00 carats total, signed Margherita Burgener, length 51.4cm

£8,000 - 10,000 US\$11,000 - 13,000





AN ART DECO SAPPHIRE AND DIAMOND BRACELET, **CIRCA 1930**

The central bow formed of a hexagonal sapphire and similarly-shaped plaque set with old brilliant-cut diamonds and rose-cut diamond accents, on a highly articulated strap, one half set with graduating step-cut sapphires, the other half set with pairs of old brilliant and single-cut diamonds, the gallery with floral engraving, diamonds approximately 3.50 carats total, length 18.3cm, cased

£12.000 - 18.000 US\$16,000 - 24,000

AN ART DECO DIAMOND BRACELET, CIRCA 1930

Designed as a series of pavé-set old brilliant-cut diamond buckleshaped links, diamonds approximately 24.00 carats total, length 18.7cm

£20.000 - 30.000 US\$27,000 - 40,000

A PAIR OF GOLD AND DIAMOND BROOCHES, BY RAYMOND C. YARD, CIRCA 1940

Each semi-circular brooch designed as an undulating ribbon issuing seven articulated drops pavé-set with single-cut diamonds, mounted in yellow gold, two diamonds deficient, signed Yard, length 4.5cm (2)

£4,000 - 6,000 US\$5,300 - 8,000

73

A YELLOW SAPPHIRE AND DIAMOND RING

The rectangular step-cut sapphire, weighing 20.60 carats, within an openwork gallery and shoulders set with brilliant-cut diamonds, ring size M1/2

£15,000 - 20,000 US\$20,000 - 27,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the yellow sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 12197, dated 8 January 2016.











A LATE 19TH CENTURY NATURAL PEARL AND DIAMOND RING

The natural pearl, measuring 12.1mm-12.8mm x 10.0mm, within a cartouche surround of old brilliant-cut diamonds, diamonds approximately 1.50 carats total, ring size N1/2

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearl is natural, saltwater. Report number 14916, dated 28th October 2017.

75^{Y R}

A CORALLIUM RUBRUM AND DIAMOND BROOCH, CIRCA 1975

The stylised foliate surmount pavé-set with brilliant-cut diamonds, suspending two large corallium rubrum drops, diamonds approximately 9.00 carats total, corallium rubrum length approximately 3.0cm each, brooch length 10.8cm

£5,000 - 6,000 US\$6,600 - 8,000

76

A PAIR OF DIAMOND EARSTUDS

The brilliant-cut diamonds, weighing 3.40 and 3.31 carats, each within a four-claw setting

£30,000 - 40,000 US\$40,000 - 53,000

A GOLD AND DIAMOND COLLAR NECKLACE, **BY BOUCHERON, 1987**

The front designed as three articulated rows of brilliant-cut diamonds, connected by baguette-cut diamond ribbon motifs, continuing to the back as a double-row of brilliant-cut diamonds, mounted in 18 carat yellow gold, diamonds approximately 20.95 carat total, signed Boucheron, workshop mark DLd, London hallmark, length 34.5cm, fitted maker's case

£12,000 - 18,000 US\$16,000 - 24,000



78 A DIAMOND CLUSTER RING

The oval mixed-cut diamond, weighing 4.02 carats, within a cluster of brilliant-cut diamonds, ring size J1/2

£15,000 - 20,000 US\$20,000 - 27,000





 79^{Ω}

A DIAMOND SINGLE-STONE PENDANT NECKLACE

The pear-shaped diamond, weighing 4.94 carats, suspended from a chain-link necklace, necklace length 50.9cm

£60,000 - 70,000 US\$80,000 - 93,000

Accompanied by a report from GIA stating that the diamond is D colour, WS1, Potential. Report number 5181760478, dated 26th September 2017.

Accompanied by a report from GIA stating that the diamond is D colour, WS1, Potential. Report number 21401165, dated 18th July 2007.



A SAPPHIRE AND DIAMOND RING, BY ALEXANDER LAUT

The cushion-shaped sapphire, weighing 22.51 carats, within a surround of pear-shaped, brilliant and marquise-cut diamonds, the gallery pavé-set with brilliant-cut diamonds, signed Laut, diamonds approximately 2.67 carats total, ring size $L\frac{1}{2}$

£50,000 - 70,000 US\$66,000 - 93,000

Accompanied by a report from SSEF stating that the sapphire is of Madagascan origin, with no indications of heating. Report number 96171, dated 26 October 2017.

Accompanied by a report from GRS stating that the sapphire is of Sri Lankan origin, with no indication of thermal treatment. Report number GRS2015-050285, dated 15th May 2015.



81 AN OPAL AND DIAMOND PENDANT, BY GRIMA, 1974

The boulder opal held by pavé-set brilliant-cut diamonds fronds and surmount, suspended on a later torc of matte finish, signed Grima, pendant length 4.4cm, Grima pouch

£3,500 - 4,500 US\$4,700 - 6,000 82

A JASPER AND OPAL BROOCH, BY GRIMA, 1995

The furling Australian jasper 'leaf', of tiger-stripe appearance, within a polished frame with brushed sides, set at the centre with a marquiseshaped Australian opal within a textured frame, signed Grima, length 9.8cm, Grima case

£3,000 - 4,000 US\$4,000 - 5,300



A GEODE AND CULTURED PEARL OBJET D'ART, BY GRIMA, CIRCA 1990

The duck, two ducklings and nest of eggs formed of baroque cultured pearls, the ducklings fishing through a hole in the frozen lake formed of a polished geode slice, *signed Grima*, *length 15.6cm*

£2,500 - 3,000 US\$3,300 - 4,000

A similar objet d'art, made in 1990, can be seen in the limited edition book, Grima, by Johann Willsberger, 1991.







A CITRINE AND DIAMOND RING, BY GRIMA, 1965

The large oval-cut citrine within a mount of 'textured wire' and single-cut diamond highlights, mounted in 18 carat yellow gold, signed Grima, maker's mark HJCo, London hallmark, ring size R

£4,000 - 6,000 US\$5,300 - 8,000

AN AMETHYST AND DIAMOND RING, BY GRIMA, 1969

The cabochon amethyst within an engraved 18 carat gold mount with brilliant-cut diamond highlights, signed Grima, HJCo maker's mark, London hallmark, ring size R

£4,000 - 6,000 US\$5,300 - 8,000 86

AN AMETHYST AND DIAMOND BROOCH, BY GRIMA, 2002

The horizontal lozenge formed of merged opposing triangles, with raised textured sides, highlighted by brilliant-cut diamonds, the central triangle set with a triangular-cut amethyst, amethyst approximately 8.70 carats, signed Grima, width 8.3cm, Grima case

£3.000 - 4.000 US\$4,000 - 5,300

A 'DENDRITE' AND GOLD COLLAR NECKLACE, BY GRIMA, 1994

The triangular cabochon dendritic lodolite quartz, secured by textured wire claws and pointed surmount, with brilliant-cut diamonds highlights, on a textured torc, signed Grima, pendant length 7.9cm, Grima pouch

£6,000 - 8,000 US\$8,000 - 11,000





A GEM-SET 'SUPER SHELL' OBJET D'ART, BY GRIMA, **CIRCA 1972**

The red sea urchin decorated at the top with a circular cabochon pink tourmaline within a surround of 'textured wire' and brilliant-cut diamonds, on a 'textured wire' pedestal, length 22.5cm, height 11.5cm, fitted maker's box

£5,000 - 7,000 US\$6,600 - 9,300



AN 18 CARAT GOLD AND DIAMOND 'SUPER SHELL' **NECKLACE, BY GRIMA, 1972**

The "Pacific textile", also known as "cloth of gold", cone shell, wrapped in textured yellow gold with brilliant-cut diamond detail, suspended from a gold torque, signed Grima, maker's mark AGLtd, London hallmarks, pendant length 6.0cm, Grima pouch

£10,000 - 15,000 US\$13,000 - 20,000

Exhibited: 'Grima Retrospective', May 1991 (London: Goldsmiths' Hall; No 47 in the catalogue).





A DIAMOND-SET 'KEY' BROOCH/PENDANT, BY GRIMA, **CIRCA 2002**

The textured openwork 'key', held by a brushed 'ribbon' with brilliantcut diamond highlights, signed Grima, length 9.3cm, Grima case

£4,000 - 6,000 US\$5,300 - 8,000

Andrew Grima collected antique keys. He copied one of the keys from his collection to make this brooch. This is a unique one-off piece.

A COLOUR-CHANGE SAPPHIRE AND DIAMOND RING, **BY GRIMA, 1977**

The cushion-shaped sapphire, weighing 13.33 carats, within a surround of brilliant-cut diamond 'rods', diamonds approximately 0.75 carat total, signed Grima, AG Ltd maker's mark, London hallmark, ring size M, maker's box

£5,000 - 7,000 US\$6,600 - 9,300

Accompanied by a report from GCS stating that the colour change sapphire is of Sri Lankan origin, with no indications of heat treatment. Report number 5777-8900, dated 20th February 2017.

A GOLD, DIAMOND AND TOURMALINE 'STICKS AND STONES' **NECKLACE, BY GRIMA, 1973**

The elongated pendant set with a tourmaline crystal (repaired), terminating in a watermelon tourmaline 'slice', polished on one side, mounted in 18 carat textured yellow gold, with brilliant-cut diamond detail, suspended from a yellow gold torque, signed Grima, maker's mark AGLtd, London hallmark, pendant length 13.0cm, Grima pouch

£4,000 - 6,000 US\$5,300 - 8,000

Exhibited: 'Grima Retrospective', May 1991 (London: Goldsmiths' Hall); No 51 in the catalogue.





A GOLD, SAPPHIRE AND DIAMOND RING, 1987

The cushion-shaped sapphire framed by a raised surround of brilliantcut diamonds, to a textured gallery and hoop, mounted in 18 carat yellow gold, diamonds approx. 0.30ct total, maker's mark BL, London hallmark, ring size M

£25,000 - 35,000 US\$33,000 - 47,000

Accompanied by a report from SSEF stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 95867, dated 3 October 2017.

94

A LEAF NECKLACE AND EARCLIP SUITE, GREEK, CIRCA 1970

The sculptural necklace designed as an articulated cascade of overlapping textured fronds, the pair of earcips of similar design, length of necklace from clasp to drop 39.1cm, earclip length 4.7cm, cased (2)

SHILL WILLIAM

£7,000 - 9,000 US\$9,300 - 12,000







A SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 3.89 carats, between baguette-cut diamond shoulders, ring size

£60,000 - 80,000 US\$80,000 - 110,000

Accompanied by a report from SSEF stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 96275, dated 30th October 2017.

Accompanied by a report from Gubelin stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 0912066, dated 10 December 2009.



A PEAR-SHAPED DIAMOND PENDANT NECKLACE

The pear-shaped diamond, weighing 5.34 carats, surmounted by a brilliant-cut diamond, on a box-link chain, pendant length 2.3cm, necklace length (adjustable) 40.0cm to 44.5cm

£70,000 - 90,000 US\$93,000 - 120,000

Accompanied by a report from GIA stating that the diamond weighing 5.34 carats is G colour, WS2 clarity. Report number 6183816424, dated 18 October 2017.

Accompanied by a report from HRD stating the diamond is G colour, WS2 clarity. Report number 20003269601, dated 9 June 2000.

A PEAR-SHAPED DIAMOND RING

The pear-shaped diamond, weighing 11.18 carats, between brilliantcut diamond shoulders, remaining diamonds approximately 1.30 carats total, ring size N

£40,000 - 50,000 US\$53,000 - 66,000

Accompanied by a report from GCS stating that the diamond weighing 11.18 carats is S-Z colour, VS2 clarity. Report number 78124-15, dated 20 October 2017.





A FANCY-COLOURED DIAMOND RING, BY HANCOCKS

The fancy mixed-cut diamond, of yellow tint, weighing 1.68 carats, between trilliant-cut diamond shoulders, on a mount with engraved detail, signed Hancocks, ring size L

£15,000 - 20,000 US\$20,000 - 27,000

Accompanied by a report from GIA stating that the diamond is Fancy Vivid Yellow, SI2 clarity. Report number 2125387114, dated 16 July 2010.

99

A PAIR OF DIAMOND EARSTUDS

Each brilliant-cut diamond in a four-claw setting, diamonds 2.10 carats total

£5,000 - 6,000 US\$6,600 - 8,000





A FANCY-COLOURED DIAMOND BROOCH

The step-cut diamond set horizontally on a curved line of brilliantcut diamonds, between marquise-cut diamonds, of various tints, diamonds approximately 5.50 carats total, width 4.3cm

£8,000 - 10,000 US\$11,000 - 13,000

Accompanied by a report from GIA stating that the diamond weighing 0.33 carat is Light Blue, natural colour, SI1 clarity. Report number 5181819013, dated 25 October 2017.

Accompanied by a report from GIA stating that the diamond weighing 0.32 carat is Fancy Light Gray-Blue, natural colour, VS1 clarity. Report number 6183818829, dated 25 October 2017.

Accompanied by a report from GIA stating that the diamond weighing 0.35 carat is Fancy Gray-Blue, natural colour, VS1 clarity. Report number 5182818841, dated 25 October 2017.

Accompanied by a report from GIA stating that the diamond weighing 0.43 carat is Light Blue, natural colour, WS1 clarity. Report number 2185819005, dated 25 October 2017.

Accompanied by a report from GIA stating that the diamond weighing 0.29 carat is Fancy Light Green, undetermined origin, VS2 clarity. Report number 1182818984, dated 31 October 2017.

Accompanied by a report from GIA stating that the diamond weighing 0.28 carat is Fancy Light Green, undetermined origin, VS1 clarity. Report number 2185818997, dated 18 October 2017.

Accompanied by a report from GCS stating that five stones have been tested and found to be Faint to Fancy Intense, natural colour. Report number 77120-12, dated 15 November 2017.

101

A COLOURED DIAMOND, DIAMOND AND RUBY BUTTERFLY **BROOCH**

Pavé-set throughout with brilliant, old brilliant and single-cut diamonds of various tints, including brown, yellow and near-colourless, with old pear-shaped diamond antennae and circular-cut ruby eyes, diamonds not tested for natural colour, diamonds approximately 25.00 carats total, width 8.8cm

£15,000 - 20,000 US\$20,000 - 27,000





103 (illustrated unmounted)



AN EMERALD AND DIAMOND RING, BY ALEXANDER LAUT

The oval cabochon emerald, weighing 15.39 carats, within a surround of brilliant and baguette-cut diamonds, signed Laut, ring size K

£6,000 - 8,000 US\$8,000 - 11,000

Accompanied by a report from GCS stating that the emerald is of Zambian origin, with a significant amount of oil in fissures. Report number 78123-37, dated 13 October 2017.

103

AN EMERALD RING

The cut-cornered step-cut emerald, weighing 10.27 carats, within a claw setting

£15,000 - 20,000 US\$20,000 - 27,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin with indications of moderate clarity enhancement. Report number 78128-00, dated 30th October 2017.

A DIAMOND BRACELET, CIRCA 1950

The highly articulated strap composed of a central row of graduating baguette-cut diamonds, between courses of brilliant-cut diamonds, connected at the front by two opposing brilliant-cut diamond crescents, diamonds approximately 26.40 carats total, length 17.5cm, cased by Garrard & Co Ltd, 112 Regent Street, London, W1

£18,000 - 25,000 US\$24,000 - 33,000





A RUBY AND DIAMOND CLIP/BROOCH, CIRCA 1955

The large scrolling clip, set throughout with cabochon rubies, with brilliant, single and baguette-cut diamond highlights, diamonds approximately 7.90 carats total, length 6.7cm

£7,000 - 10,000 US\$9,300 - 13,000 106

A RUBY AND DIAMOND PLAQUE BROOCH, CIRCA 1935

The openwork plaque of Persian inspiration, set throughout with old brilliant, single and baguette-cut diamonds, with a central cluster of oval ruby cabochons, diamonds approximately 7.50 carats total, French marks on pin, numbered, length 6.5cm

£7,000 - 10,000 US\$9,300 - 13,000



A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 2.55 carats, within an eightclaw setting, ring size M

£7,000 - 10,000 US\$9,300 - 13,000 108

A DIAMOND BRACELET, CIRCA 1955

The central pierced and openwork bow motif set with a principal brilliant-cut diamond and smaller brilliant, single and baguette-cut diamonds, on a tiered articulated strap of brilliant and single-cut diamonds, principal diamond approximately 1.75 carats, remaining diamonds approximately 21.60 carats total, length (adjustable) 18-19.3cm

£15,000 - 20,000 US\$20,000 - 27,000





AN AQUAMARINE AND DIAMOND CLIP/BROOCH. BY TRABERT & HOEFFER-MAUBOUSSIN, CIRCA 1940

Of architectural inspiration, designed as a pylon or monumental gateway, pavé-set with old brilliant, brilliant, single and baguette-cut diamonds, with a large step-cut aquamarine at the centre, mounted in platinum and white gold, diamonds approximately 7.85 carats total, signed Trabert & Hoeffer Mauboussin, length 4.50cm

£14,000 - 18,000 US\$19,000 - 24,000

This brooch is an excellent example of Trabert & Hoeffer-Mauboussin's "high style" jewellery of the 1930s and 1940s. Sculptural platinum jewels set with huge, top-quality coloured gems and diamonds, combined "the authenticity of Paris with the sparkling originality associated with the name Trabert & Hoeffer" and were worn in glittering profusion by socialites and Hollywood royalty both on and off screen. Claudette Colbert, Marlene Dietrich, Mary Pickford, Greta Garbo and Paulette Goddard were among the stars from the Golden Age of Hollywood who wore and owned pieces by THM. This relatively brief 17-year collaboration, between American firm Trabert & Hoffer and French house Mauboussin, resulted in some of the most spectacular jewels made in 20th century America.

A PAIR OF DIAMOND SCROLL EARCLIPS, CIRCA 1955

Each central brilliant-cut diamond cluster framed by a scroll of brilliant and baguette-cut diamonds, diamonds approximately 15.40 carats total, French import marks, length 2.90cm

£8,000 - 10,000 US\$11,000 - 13,000

A SINGLE-STRAND NATURAL GREY PEARL NECKLACE, **CIRCA 1915**

The fifty-one natural pearls, measuring approximately 4.75mm to 11.90mm, of grey tints, graduating in size from the centre, with a barrel clasp pavé-set with rose-cut diamonds, length 41.5cm

£50,000 - 70,000 US\$66,000 - 93,000

Accompanied by a report from SSEF stating that the pearls are natural, salwater, with no indications of artificial colour modification. Report number 96172, dated 23rd October 2017.

Pearls have been admired by mankind from the dawn of time. They are referenced in the Talmud, the Bible and the Koran. The Phoenicians first traded them. The ancient civilisations of India, Persia, Ceylon, China, Greece and Rome revered them.

By the turn of the 20th century, thousands of pearling vessels, each carrying as many as 20 divers, worked the oyster beds along the Arabian Gulf. These were the days before available and affordable cultured pearls, when pearls of large size and good shape were a rare commodity due the dangers and limitations involved in fishing them. A pearl diver was lucky to find one or two large pearls in his lifetime.

From 1900 until about 1930, the pearl industry was worth millions and the world's greatest jewellers were famous for selling exceptional natural pearl necklaces in what are now considered legendary transactions. To assemble a necklace that was matched in terms of colour, lustre, size and shape could take decades. Jewellers often had their own pearl representatives stationed in India with a waiting list of rich clients that included European aristocrats and royalty, American billionaires and Indian maharajas, all desiring the ultimate status symbol: an exceptional natural pearl necklace. The necklace offered here is rare opportunity to own a natural pearl jewel from this extraordinary period of history.





A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 6.90 carats, within a six-claw setting, ring size L1/2

£70,000 - 90,000 US\$93.000 - 120.000

Accompanied by a report from GIA stating that the diamond is H colour, VS2 clarity. Report number 6187816415, dated 18 October 2017.

Accompanied by a report from HRD stating that the diamonds is H colour, VS2 clarity. Report number 991483401, dated 18th October 1999.

AN ART DECO SAPPHIRE AND DIAMOND BRACELET, **BY CARTIER, CIRCA 1925**

The articulated strap designed as a series of openwork figure-ofeight motifs, set with square-cut sapphires, baguette and brilliant-cut diamonds, with a concealed clasp, mounted in platinum, signed Cartier Made in France, numbered 6955, maker's mark, diamonds approximately 6.50 carats total, length approximately 17.5cm

£20,000 - 30,000 US\$27,000 - 40,000

AN ART DECO AQUAMARINE AND DIAMOND DOUBLE-CLIP **BROOCH, CIRCA 1930**

Each openwork clip of geometric design, set with oval, step, and mitre-shaped aquamarines, with old brilliant-cut diamond accents, width 4.9cm

£4,000 - 6,000 US\$5,300 - 8,000

115

AN ART DECO SAPPHIRE AND DIAMOND BRACELET, **CIRCA 1925**

Designed as a series of alternating single-cut diamond and calibrécut sapphire zigzag motifs, millegrain detail throughout, one sapphire deficient, diamonds approximately 3.40 carats total, length 18.3cm

£6,000 - 8,000 US\$8,000 - 11,000









A NEPHRITE AND GEM-SET CUFF, BY VERDURA

The wide nephrite cuff highlighted by a Maltese cross decorated with an oval cabochon ruby between cobochon pear-shaped amethysts, circular-cut citrines and half pearls, signed Verdura, maker's mark, inner diameter 5.0cm

£10,000 - 15,000 US\$13,000 - 20,000





A BLACK JADE AND GEM-SET CUFF AND EARCLIP SUITE, **BY VERDURA**

The wide black jade cuff applied with cabochon emeralds and sapphires, half pearls and brilliant-cut diamonds, the pair of earrings en suite, signed Verdura, maker's mark, inner diameter 5.1cm

£12,000 - 15,000 US\$16,000 - 20,000



A DIAMOND PANEL BRACELET, CIRCA 1955

The wide articulated buckle-shaped strap with openwork detail, set throughout with old brilliant, brilliant and baguette-cut diamonds in a repeating geometric design, principal old brilliant-cut diamonds approximately 2.90, 2.60, 2.45, 1.25 and 1.25 carats, remaining diamonds approximately 45.00 carats total, bracelet has been shortened, signed Leighton, length 17.0cm

£80,000 - 100,000 US\$110,000 - 130,000





119 (actual size)

119

A PAIR OF FANCY-COLOURED DIAMOND, DIAMOND AND **CULTURED PEARL EARRINGS, BY CARTIER**

The fancy intense purplish pink cushion-shaped diamonds, weighing 1.01 and 1.01 carats, each suspending a detachable drop-shaped cultured pearl and brilliant-cut diamond, mounted in 18ct white gold, signed Cartier, numbered, maker's mark, London hallmark, length 2.3cm, Cartier pouch

£100.000 - 120.000 US\$130,000 - 160,000

Accompanied by a report from GIA stating that the diamond weighing 1.01 carats is Fancy Intense Purplish Pink, natural colour. Report number 12158640, dated 2 August 2002.

Accompanied by a report from GIA stating that the diamond weighing 1.01 carats is Fancy Intense Purplish Pink, natural colour. Report number 12252169, dated 2 October 2002.

Accompanied by a valuation for insurance from Cartier, dated 18 June 2012.

Accompanied by a purchase receipt from Cartier, dated 7 February 2012.





120 (actual size)

120

A DIAMOND SINGLE-STONE RING

The old pear-shaped diamond, weighing 6.53 carats, between tapered baguette-cut diamond shoulders, ring size H

£120,000 - 150,000 US\$160,000 - 200,000

Accompanied by a report from GIA stating that the diamond is G colour, VVS2 clarity. Report number 5182262120, dated 28th 2017.









Above

William Mc Hardy, general manager of the Premier Mine in 1905, holding the Cullinan diamond, the largest ever found. On the left of the picture is Sir Thomas Cullinan and on the right 'Daddy' Wells, surface manager, who found the stone.

Left

A sketch showing the part of the premier mine where the Cullinan diamond was found. It appeared in an article by G. F. Kunz in the Century Magazine in 1909.

hese five fancy-vivid yellow diamonds have been owned by the Cullinan Family since 1940 when they were acquired by R. V. Cullinan, son of the famous South African diamond magnate Sir Thomas Cullinan.

Sir Thomas Cullinan was an influential building contractor who, in 1903, bought a farm east of Pretoria with the anticipation of discovering a pocket of diamond-bearing ground. Cullinan started the Premier Mine on his land and two years later, in 1905, a rough diamond was found nine metres down and protruding from the sidewall of the pit measuring an enormous 3,106.75 carats. The Cullinan Diamond was established as the greatest diamond ever found. The iewel was named after the mine's owner and sold to the South African government who presented it to King Edward VII. This, the largest diamond the world has ever known, was cut into nine major stones and approximately 96 smaller diamonds. Today the Premier Mine has been renamed the Cullinan Mine as has the nearby town, Cullinan, in recognition of their former owner.

The Cullinan family later diversified their business operations but kept strong ties with the diamond industry. The present owner's father-in-law, R.V. Cullinan, second son of Sir Thomas Cullinan, asked a close friend of his, General Pierre De Villiers, a director of De Beers, to buy him some diamonds on his next visit to Kimberley. On the train, back from the De Beers mine at Kimberley, while sitting in the dining carriage with some of the other directors, Sir Ernest Oppenheimer asked General De Villiers "What have you got this time?" The General retrieved a packet from his pocket and proudly showed Sir Ernest, who replied "I can do better than that" and showed the General a set of yellow diamonds. A deal was struck. The diamonds were then purchased by the General, who kept half and the other half were given to R.V. Cullinan. These are the diamonds offered here.

The fancy vellow colour in diamonds is caused by the presence of nitrogen atoms within their crystal structure. One in approximately 16,500 carats of all diamonds mined is of fancy yellow colour. Fancy Vivid Yellow diamonds are some of the rarest, the best examples prized for their extraordinary vibrant tone and sun-like hue.

These two lots present a rare opportunity to acquire a set of Fancy Vivid Yellow diamonds, exceptionally well-matched in colour and with provenance that is steeped in the history of diamonds itself.

FROM THE CULLINAN FAMILY

 $_{121}^{\Omega}$ A PAIR OF FANCY-COLOURED DIAMOND AND DIAMOND EARCLIPS

 $_{\rm 122^{\Omega}}$ A FANCY-COLOURED DIAMOND AND DIAMOND BROOCH





121 (actual size, illustrated unmounted)

121^Ω

A PAIR OF FANCY-COLOURED DIAMOND AND DIAMOND **EARCLIPS**

The brilliant-cut Fancy Vivid Yellow diamonds, weighing 2.08 and 1.93 carats, each within a stylised spray setting, with brilliant-cut diamond highlights, remaining diamonds approximately 1.50 carats total, length 2.6cm

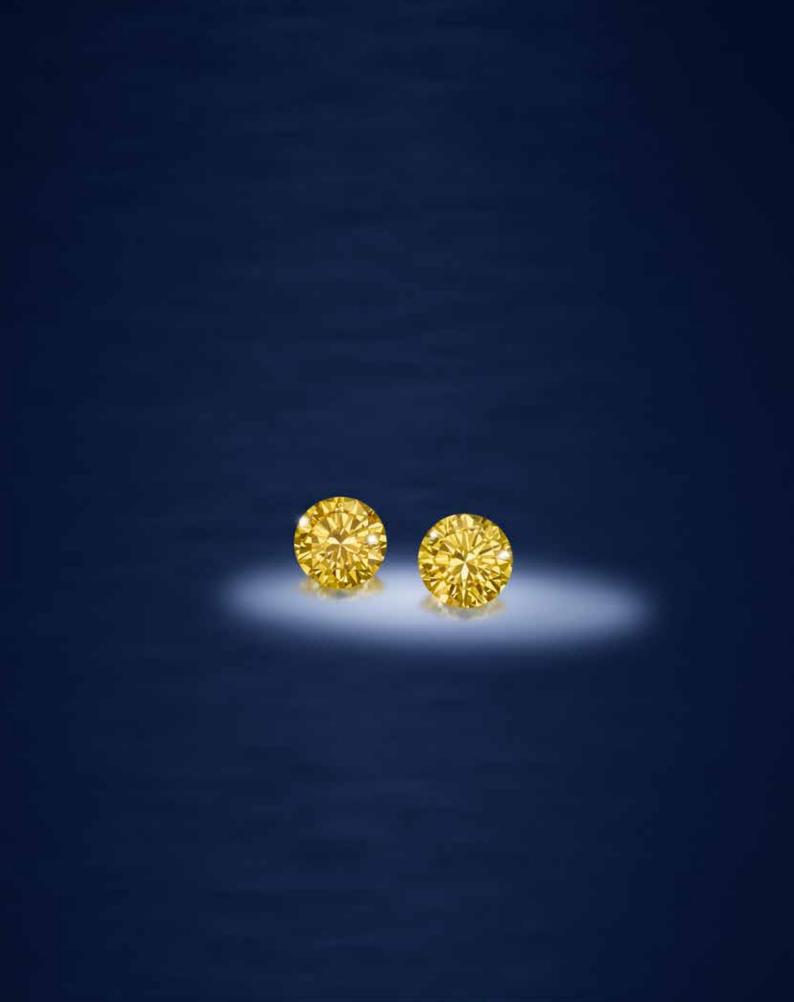
£50,000 - 80,000 US\$66,000 - 110,000

Accompanied by a report from GIA stating that the diamond weighing 2.08 carats is Fancy Vivid Yellow, natural colour, SI1 clarity. Report number 5182293875, dated 17 April 2017.

Accompanied by a report from GIA stating that the diamond weighing 1.93 carats is Fancy Vivid Yellow, natural colour, VVS1 clarity. Report number 2185293772, dated 17 April 2017.

Provenance

The Cullinan Family





122 (actual size, illustrated unmounted)

122^{Ω}

A FANCY-COLOURED DIAMOND AND DIAMOND BROOCH

The three Fancy Vivid Yellow step-cut diamonds, weighing 5.29, 3.11 and 2.37 carats, set within a foliate spray, with brilliant and single-cut diamond highlights, remaining diamonds approxiamately 3.10 carats total, width 6.0cm

£200,000 - 300,000 US\$270,000 - 400,000

Accompanied by a report from GIA stating that the diamond weighing 5.29 carats is Fancy Vivid Yellow, natural colour, VS1 clarity. Report number 6187293461, dated 10 April 2017.

Accompanied by a report from GIA stating that the diamond weighing 3.11 carats is Fancy Vivid Yellow, natural colour, VVS2 clarity. Report number 5182293968, dated 10 April 2017.

Accompanied by a report from GIA stating that the diamond weighing 2.37 carats is Fancy Vivid Yellow, natural colour, VVS1 clarity. Report number 6187293932, dated 10 April 2017.

Provenance

The Cullinan Family





123 (actual size)

AN IMPORTANT DIAMOND RING, BY HARRY WINSTON, **NEW YORK, CIRCA 1968**

The marquise-cut diamond, weighing 7.73 carats, between tapered baguette-cut diamond shoulders, signed Winston, ring size L, cased by Harry Winston

£180,000 - 250,000 US\$240,000 - 330,000

Accompanied by a report from GIA stating that the diamond weighing 7.73 carats is F colour, WS1 clarity. Report number 5182766884, dated 26 September 2017.

Accompanied by a report from IGI stating that the diamond weighing 7.73 carats is F colour, WS2 clarity. Report number 40641, dated 27 May 2016.

Accompanied by a Retail Replacement Valuation from Harry Winston, New York. Reference number 37791/2/B, dated 14 August 2017.

Please note that part of the proceeds of the sale of this lot will be donated to the Women's Cancer Center at the European Institute of Oncology in Milan, Italy.



INDEX

| Maker | Lot No |
|------------------------------|--|
| | |
| Alexander Laut | 67, 80, 102 |
| Boucheron | 77 |
| Carlo Giuliano | 3 |
| Cartier | 55, 57, 58, 59A, 60, 61, 64, 65, 113, 119 |
| C.D. Peacock | 35 |
| Cusi | 30 |
| Grima | 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92 |
| Gubelin | 45 |
| Hancocks | 13, 98 |
| Harry Winston | 123 |
| Margherita Burgener | 56, 69 |
| Raymond C. Yard | 72 |
| Reis & Filhos | 36 |
| Seaman Schepps | 66 |
| Trabert & Hoeffer-Mauboussin | 109 |
| Van Cleef & Arpels | 62, 63 |

Diamond Grading

Colour

| GIA | СІВЈО | UK TRADITIONAL | |
|--------|----------------------------|------------------|--|
| D | Exceptional White + | Finest White | |
| E | Exceptional White | Finest White | |
| F | Rare White + | Fine White | |
| G | Rare White | Fine White | |
| Н | White | White | |
| I | Slightly Tinted White | Commercial White | |
| J | Slightly Tinted White | Top Silver Cape | |
| K | Tinted White Top Silver Ca | | |
| L | Tinted White | Silver Cape | |
| M to N | Tinted Colour | Light Cape | |
| O to R | Tinted Colour | Cape | |
| R to Z | Tinted Colour | Dark Cape | |

Clarity

| IF | Internally Flawless | No inclusions and only insignificant surface blemishes when viewed under 10X magnification |
|-----------|------------------------------|--|
| VVS1-VVS2 | Very, Very Slightly Included | Minute inclusions that are incredibly difficult to see under 10X magnification, generally only visible from the back of the stone and may be removed easily by repolishing |
| VS1-VS2 | Very Slightly Included | Minor inclusions that range from difficult (VS1) to slightly easier (VS2) to see under 10X magnification |
| SI1-2 | Slightly Included | Noticeable inclusions that are easy (SI1) or very easy (SI2) to see under 10X magnification |
| I1-3 | Obvious Inclusions | Obvious inclusions that are easily visible under 10X magnification and in some cases may even be seen without magnification |

CERTIFIED STONE INDEX

CERTIFIED DIAMOND INDEX

| Carat | Cut | Colour | Clarity | Fluorescence | Laboratory Report | Lot No. |
|-------|-------------|-----------|-----------|--------------|-------------------|---------|
| 2.02 | Cushion | D | VS1 | None | GIA | 13 |
| 2.01 | Brilliant | G | VS2 | None | GIA | 26 |
| 2.03 | Brilliant | G | VS1 | Faint | GIA | 26 |
| 6.53 | Marquise | E | SI2 | Faint | IIDGR | 27 |
| 4.09 | Old asscher | G | VS1 | Medium Blue | GIA | 34 |
| 4.01 | Brilliant | I/H | VS2 / VS1 | Strong | IIDGR / IGI | 48 |
| 6.91 | Brilliant | M | VS2 | Negligible | IIDGR | 68 |
| 4.94 | Pear | D | WS1 | None | GIA | 79 |
| 5.34 | Pear | G | WS2 | None | GIA | 96 |
| 11.18 | Pear | S-Z range | VS2 | Medium | GCS | 97 |
| 6.90 | Brilliant | Н | VS2 | None | GIA | 112 |
| 6.53 | Old pear | G | WS2 | None | GIA | 120 |
| 7.73 | Marquise | F | WS1 / WS2 | Faint | GIA / IGI | 123 |

CERTIFIED FANCY COLOURED DIAMOND INDEX

| Carat | Cut | Colour | Clarity | Fluorescence | Laboratory Report | Lot No. |
|-------|-----------|-----------------------------|---------|--------------|-------------------|---------|
| 1.68 | Mixed cut | Fancy Vivid Yellow | SI2 | Medium Blue | GIA | 98 |
| 0.44 | Brilliant | Light Blue | VVS2 | n/a | GCS | 100 |
| 0.43 | Brilliant | Light Blue | WS1 | None | GIA | 100 |
| 1.62 | Step | Fancy Yellowish Brown | VS1 | n/a | GCS | 100 |
| 0.33 | Brilliant | Fancy Bluish Gray | VS2 | n/a | GCS | 100 |
| 0.33 | Brilliant | Light Blue | SI1 | None | GIA | 100 |
| 0.30 | Brilliant | Light Green | VS2 | n/a | GCS | 100 |
| 0.29 | Brilliant | Fancy Light Green | VS1 | None | GIA | 100 |
| 0.44 | Brilliant | Fancy Light Brown | SI1 | n/a | GCS | 100 |
| 0.35 | Marquise | Fancy Grey-Blue | VS1 | None | GIA | 100 |
| 0.32 | Marquise | Fancy Light Grey-Blue | VS1 | None | GIA | 100 |
| 0.28 | Brilliant | Fancy Light Green | VS1 | None | GIA | 100 |
| 1.01 | Brilliant | Fancy Intense Purplish Pink | n/a | n/a | GIA | 119 |
| 1.01 | Brilliant | Fancy Intense Purplish Pink | n/a | n/a | GIA | 119 |
| 2.08 | Brilliant | Fancy Vivid Yellow | SI1 | None | GIA | 121 |
| 1.93 | Brilliant | Fancy Vivid Yellow | VVS1 | None | GIA | 121 |
| 5.29 | Step | Fancy Vivid Yellow | VS1 | Faint | GIA | 122 |
| 3.11 | Step | Fancy Viivid Yellow | VVS2 | Faint | GIA | 122 |
| 2.37 | Step | Fancy Vivid Yellow | VVS1 | Faint | GIA | 122 |

CERTIFIED EMERALD INDEX

| Carat | Cut | Origin | Treatment | Laboratory Report | Lot No. |
|-------------|-----------|----------|------------------------------|-------------------|---------|
| 4.14 | Octagonal | Colombia | Minor oil | SSEF | 1 |
| 3.67 | Octagonal | Colombia | Moderate clarity enhancement | GCS | 30 |
| 3.3 approx | Step | Colombia | Minor oil | GCS | 35 |
| 5.60 | Emerald | N/A | Moderate clarity enhancement | Gem & Pearl Lab | 37 |
| 1.08 | Octagonal | Colombia | Negligible | GCS | 39 |
| 1.07 | Octagonal | Colombia | Minor clarity enhancement | GCS | 39 |
| 2.9 approx. | Octagonal | Colombia | Minor clarity enhancement | GCS | 40 |
| 15.40 | Cabochon | Zambia | Significant oil | GCS | 102 |
| 10.28 | Octagonal | Colombia | Moderate clarity enhancement | GCS | 103 |

CERTIFIED SAPPHIRE INDEX

| Carat | Cut | Origin | Treatment | Laboratory Report | Lot No. |
|-------------|-------------------------|------------|------------------------------------|-------------------|---------|
| 7.88 | Cushion | Burma | None | GCS / AGL | 6 |
| 6.30 approx | Octagonal | Sri Lanka | None | GCS | 7 |
| N/A | Cabochon | Sri Lanka | Indications of colour modification | Gübelin | 9 |
| 1.85 | Square cushion | N/A | None | Gem & Pearl Lab | 20 |
| 18.58 | Oval modified brilliant | Sri Lanka | None | Gübelin | 33 |
| 5.57 | Cushion | Sri Lanka | None | GRS | 42 |
| 6.81 | Cushion | Basaltic | None | GCS | 52 |
| 4.19 | Antique cushion | N/A | Indications of heating | SSEF | 55 |
| 9.79 | Oval modified brilliant | Sri Lanka | None | GRS | 67 |
| 20.60 | Emerald | Sri Lanka | None | Gem & Pearl Lab | 73 |
| 22.52 | Antique cushion | Madagascar | None | SSEF / GRS | 80 |
| 5.29 | Antique cushion | Kashmir | None | SSEF | 93 |
| 3.89 | Oval modified brilliant | Kashmir | None | SSEF / Gübelin | 95 |
| 13.33 | Cushion | Sri Lanka | None | GCS | 91 |

CERTIFIED RUBY INDEX

| Carat | Cut | Origin | Treatment | Laboratory Report | Lot No. |
|-------|------------|----------|------------------------|-------------------|---------|
| 3.02 | Pear | Thailand | None | GCS | 43 |
| N/A | Oval mixed | Burma | Indications of heating | Gem & Pearl Lab | 64 |

CERTIFIED PEARL INDEX

| No. of Natural Pearls | Shape | Dimensions | Colour | Laboratory Report | Lot No. |
|-----------------------|-------------------------|--|---|-----------------------------|---------|
| 1 | Drop | 11.04-11.57x14.91mm | Cream | GCS | 5 |
| 1 | Oval | 9.1-10.2mm in width 15-16mm in length | | Gem & Pearl Lab | 8 |
| 64 | Various | 3.5 to 5.8mm approx | Cream | GCS | 11 |
| 13 | Various | 3.7 to 8.6mm approx | Cream | GCS | 15 |
| 1 | Roundish | 12.1-12.3 x 9.9mm approx | Cream | GCS | 16 |
| 115 | Round and button shaped | 3.0 to 7.8mm approx | White to Cream | Nederlands Edelsteen Lab | 18 |
| 6 | Various | 10.65-12.00 x 14.45mm approx 12.10-12.48 x 12.02mm 8.80-11.00 x 17.45mm approx 8.90-10.95 x 17.60mm approx 8.84-8.92 x 8.57mm 8.89-9.27mm | Slightly grey to slightly brownish grey, partly with rose and green overtones | SSEF | 19 |
| 55 | Various | 6.1 to 8.0mm approx | Cream | GCS | 24 |
| 1 | Button shaped | 12.1-12.8 x 10.0mm | | Gem & Pearl Lab | 74 |
| 51 | Various | 4.75 to 11.90mm approx | Slightly grey to grey, brown to greyish browr and brownish grey, partly with rose and green overtones | SSEF | 111 |

RARE JEWELS AND JADEITE

Sunday 26 November 2017 Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Admiralty, Hong Kong

A FINE COLOMBIAN EMERALD AND DIAMOND NECKLACE, BY HARRY WINSTON

HK\$1,900,000 - 2,500,000 US\$240,000 - 320,000 £180,000 - 240,000

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FINE JEWELRY

Monday 4 December 2017 New York

A MAGNIFICENT DIAMOND RIVIÈRE NECKLACE, HARRY WINSTON, 1964 \$1,200,000 - 1,500,000

Formerly owned by Ms Zsa Zsa Gabor

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BONHAMS RESTAURANT WINTER WINE DINNERS 2017

New Bond Street, London

DOMAINE TOLLOT-BEAUT WITH NATHALIE TOLLOT-BEAUT

Tuesday 21 November

Domaine Tollot-Beaut is a 50 acre domaine, based in Chorey-lès-Beaune, which began estate bottling in 1921. Best known for their vineyard holding in Chorey itself, they also produce Savigny, Beaune, Aloxe-Corton, Corton and Corton-Charlemagne. The estate is run today by Nathalie Tollot Beaut who will host the dinner this evening.

£175

CHÂTEAU BRANAIRE-DUCRU WITH FRANCOIS-XAVIER MAROTEAUX

Tuesday 5 December

Château Branaire-Ducru is a 120 acre estate with vineyards scattered across the commune of St Julien and designated a Fourth Growth in the 1855 Classification of the wines of Bordeaux. The qualit of the wine has increased dramatically over the last twenty years, directly as a result of the hard work of Patrick Maroteaux and his son, Francois-Xavier, who will host the dinner.

£195

TICKET PRICE INCLUDES

7pm start with Champagne and canapes, a 5 course meal to include paired wines, coffee, service and petit fours.

Pre Paid in advance, tables of 2-4 only.

ENQUIRIES

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RESTAURANT

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

Any person who damages a ${\it Lot}$ 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.

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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.

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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.

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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 I of, to combine two or more I ofs, to withdraw any Lot from a Sale and, before the Sale has been closed. to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidding 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

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 I ots 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 *Bonhans* 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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer's Premium which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account

Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver'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 '\$58' 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 decrees, 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.
- O 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;
- except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Saller 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
- 8.2 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 ourcose. 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.

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.

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.

COLLECTION OF THE LOT

7

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

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot:
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract:
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment:
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale:
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise.
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

- If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice*to *Bidders* or otherwise notified to you, store the *Lot*in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 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

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 [AF], 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.
- 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.

- 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 Ω3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot

- Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

- "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
- "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"
- "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 ${\it Lot}$ 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 ${\it Lot}$.
- "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

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Antique Arms & Armour

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Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

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European Sculptures & Works of Art UK

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Golf Sporting Memorabilia Kevin Mcgimpsey +44 131 240 2296

Irish Art Penny Day

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

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Islamic & Indian Art Oliver White +44 20 7468 8303

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Japanese Art UK

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