

DECORATIVE ARTS AND CONTEMPORARY CERAMICS

Wednesday 20 June 2018

Knightsbridge, London



Bonhams

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DECORATIVE ARTS AND CONTEMPORARY CERAMICS

Wednesday 20 June 2018 at 1pm
Knightsbridge, London

BONHAMS

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24679

CATALOGUE

£18

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Front cover: Lot 163
Back cover: Lot 78
Inside front cover: Lot 45
Inside back cover: Lot 108
Insert page: Lot 136 (detail)

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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.

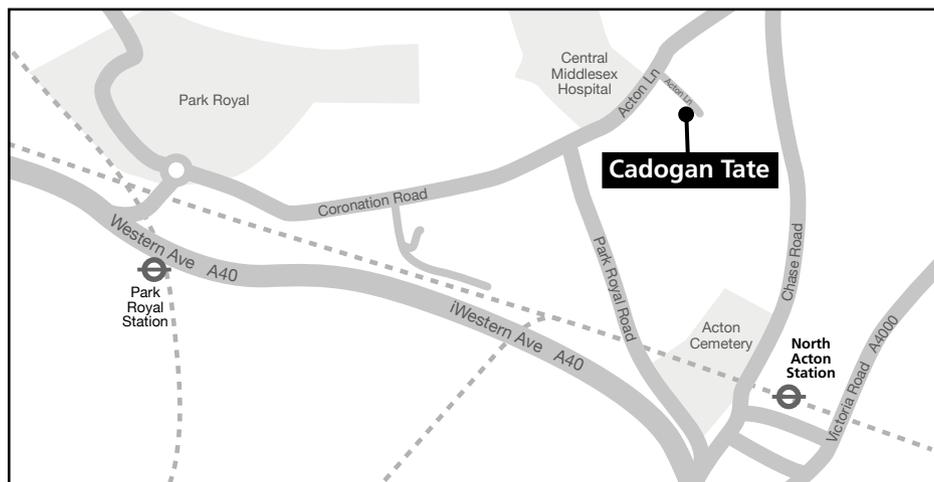


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All electrical equipment in this
sale has either been tested by
a suitably qualified electrician or
has been operationally disabled.
If the intention is to reconnect this
equipment we recommend that
this is carried out by a suitably
qualified electrician.

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be
removed to Cadogan Tate, 241
Acton Lane, London, NW10 7NP
from 9.00am Thursday 21 June
2018

COLLECTION

Sold lots marked TP will be available
for collection from Cadogan Tate
from 12pm Friday 22 June 2018 and
then every working day between
9am-4.30pm. Collections are by
appointment only & a booking email
or phone call are required in advance
to ensure lots are ready at time of
collection.

Photographic id will be required at
time of collection & if a third party is
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the successful buyer is required in
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Photographic id of the third party will
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To arrange a collection time
please send a booking email to:
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time of collection.

All other sold lots will remain in the
Collections room at Bonhams
Knightsbridge for a period of not less
than 14 calendar days from the sale
date Wednesday 20 June 2018
Lots not collected by 5.30pm
Tuesday 3 July 2018 will be
return back to the department
storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

Storage

Storage will be free of charge
for the first 14 calendar days
from & including the sale date
Wednesday 20 June 2018

Charges will apply from 9am
Wednesday 4 July 2018.

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

Handling

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

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

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

† VAT 20% on hammer price
and buyer's premium

* VAT on imported items at a
preferential rate of 5% on hammer
price and the prevailing rate on
buyer's premium

Y These lots are subject to CITES
regulations, please read the
information in the back of
the catalogue.

Ω Import high rate VAT on imported
items at the prevailing rate on
Hammer Price and Buyer's Premium.

Payment

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

Payment in Advance

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

Payment at time of collection by:

cash, cheque with banker's card,
credit, or debit card.





1

1

THEODORE DECK

"Iris et Fritilloures" a Large Faience Pottery Charger, circa 1880 with metal hanging mount to reverse 60.5cm wide, titled to reverse, with 'TH Deck' painted mark and numbered 218.

£2,000 - 3,000

€2,300 - 3,400

2 TP

ROBERT 'MOUSEMAN' THOMPSON

A Coffee Table, second half 20th century oak, adzed surface, two carved legs with wide feet and floor-level stretcher length 91.5cm, height 44.5cm, width 37.5cm; carved mouse signature

£800 - 1,200

€910 - 1,400

3 TP

ROBERT 'MOUSEMAN' THOMPSON

A Trolley, second half 20th century oak, with two levels between four legs/ supports, raised on four globular metal casters height 73cm, length 86cm, width 40cm; carved mouse signature

£1,200 - 1,500

€1,400 - 1,700



2



3



4

4 TP

ROBERT 'MOUSEMAN' THOMPSON

A Large Arts and Crafts Refectory Table with
Two Benches, circa 1940

dark stained oak, the adzed rectangular
surface on two octagonal supports joined
by a lower stretcher, the benches with three
supports

*table - length 366cm, height 74cm, width
75cm; benches - length 366cm, height 45cm,
width 27.5cm; carved mouse signatures (3)*

£5,000 - 7,000

€5,700 - 8,000



5

5 TP

HUGH BIRKETT (1919-2002, ENGLISH)

An Arts and Crafts Style Cabinet on Stand, 1994
 walnut, panelled design, comprising six drawers, four small and two full width, with demi lune handles; a two door cupboard and single door central cupboard with lock, key held in built in compartment of one small drawer; raised on four legs, with curved central bracket, a complimenting carved scallop edge to bracket and handles
height 120.5cm, width 68cm, depth 29cm (including handles), stamped '19 HB 94' to lock

£2,500 - 3,000

€2,800 - 3,400



6

6 TP

HUGH BIRKETT (1919-2002, ENGLISH)

An Arts and Crafts Style Bowfront Display Cabinet on Stand
 hardwood (probably African, possibly bubinga or ovangkol), with two internal glass shelves, each door with four long panes of glass, raised on five legs with lower supporting brackets
height 182.5cm, width 75cm, depth 42cm

£2,000 - 2,500

€2,300 - 2,800



7



7 TP

ARCHIBALD KNOX FOR LIBERTY & CO.

A Pair of Arts and Crafts Garden Planters, early 20th Century terracotta stoneware, of octagonal form, decorated to rim with a stylised band of celtic knots, raised on similarly decorated octagonal plinth bases

diameter 80cm, height 56cm; impressed mark 'DESIGNED AND MANUFACTURED BY LIBERTY & CO.' and reg.d no.422733 (2)

£2,500 - 3,500
 €2,800 - 4,000

Provenance

Bought from Liberty by Mrs Chenevix -Trench, Rowchester House, Greenlaw and positioned either side of the front door. Purchased by the vendor's father at the Rowchester House Sale in the 1950's and have since remained in Berwickshire.

8

ARCHIBALD KNOX FOR LIBERTY & CO

An Arts and Crafts Pewter and Enamel Clock, circa 1905 the body of the clock fashioned in relief with stems of berries, enhanced with blue, green and red enamel

14.2cm high, stamped maker's marks with Model No '0608' to base

£3,000 - 4,000
 €3,400 - 4,600



8



9 TP

AFTER CHARLES SYKES (ENGLISH, 1875-1950)

'The Whisper' a Large-Size Patinated-Bronze Sculpture inscribed in cast to base 'Charles Sykes, No.1, 1910', mounted on a circular pedestal variegated marble base; casting after the original mascot by Charles Sykes
height 65cm

£5,000 - 6,000
€5,700 - 6,800



10

SIR GEORGE JAMES FRAMPTON (ENGLISH, 1860-1928)

'Peter Pan' a Patinated Bronze Study, 1916
standing on naturalistic base the elfin figure of Peter Pan with pan pipe in hand, in a brown and green patination, raised off a variegated marble base
51.5cm high, artist monogram in cast with encircled title 'PP' and dated 1916.

£20,000 - 30,000
€23,000 - 34,000





11



12

11
BROMSGROVE GUILD OF APPLIED ARTS
 'Joan of Arc' a Patinated Bronze Study,
 Twentieth Century
 27.5cm high, unmarked.

£2,000 - 3,000
 €2,300 - 3,400

Provenance
 Commercial manager and former metallurgist
 of The Bromsgrove Guild.
 Thence by descent.

12
BROMSGROVE GUILD OF APPLIED ARTS
 a Patinated Bronze Model of a Putto Riding a
 Dolphin, Twentieth Century
 15.5cm high, unmarked.

£2,000 - 3,000
 €2,300 - 3,400

Provenance
 Commercial manager and former metallurgist
 of The Bromsgrove Guild.
 Thence by descent.

13
BROMSGROVE GUILD OF APPLIED ARTS
 Two Figural Bronze Plaques, twentieth century
 the rectangular plaque mounted on wood and
 titled 'For men Must Work and Woman Must
 Weep' 'The Sooner Tis Over the Sooner to
 Sleep'
 the circular plaque titled 'Bromsgrove Guild
 Worcester England'
 49cm long and 7.5cm diam (2)

£2,000 - 3,000
 €2,300 - 3,400

Provenance
 Commercial manager and former metallurgist
 of The Bromsgrove Guild.
 Thence by descent.



13



14



15

14

EMMANUEL VILLANIS

'Sappho' an Art Nouveau Patinated Bronze Study, circa 1900
56cm high, titled to base with artist signature in cast and stamped foundry mark.

£2,000 - 3,000
€2,300 - 3,400

15

FRITZ CHRIST

'Salome' a Patinated Modernist Bronze Study of the Biblical Figure
Clasping the Head of John the Baptist
raised off a carved marble base with three stylised ram guardians and
incised with hieroglyphics
45.7cm high, signed 'Fritz Christ' in cast.

£3,000 - 4,000
€3,400 - 4,600

16

VICTOR SAGLIER AND LOUIS MAJORELLE

'Femme Fleur' an Art Nouveau Silvered Metal Figural Table Lamp, circa
1900
cast as a maiden holding sinuous stems that support a vaseline glass
shade
46.5cm high 'V.S' monogram to base

£800 - 1,200
€910 - 1,400



16



17



18



19

17

DAUM

a Large Cameo Glass Vase with Sailing Ships and Trees, circa 1900 with acid-etched design in purple against an internally streaked yellow and red ground
50cm high, signed 'Daum Nancy'

£1,800 - 2,200

€2,000 - 2,500

18

DAUM

a Cameo Glass Vase with Sailing Ships, circa 1905 acid etched against an internal yellow, green, blue and red ground
41.3cm high, signed 'Daum Nancy'

£1,200 - 1,500

€1,400 - 1,700

19

DAUM

a Cameo Glass Vase with Landscape, circa 1905 with acid-etched design on an opalescent textured ground, and having an undulating rim
13cm high, signed 'Daum Nancy' 'S.G'

£1,800 - 2,200

€2,000 - 2,500



20

20

LOUIS MAJORELLE AND DAUM

A Rare Art Nouveau Bronze and Decorative Glass Table Lamp, circa 1910

the domed glass shade internally decorated in mottled tones of pale and dark blue with yellow 'stars', raised off a sinuous gilt-bronze base with tendrils and berries

66cm high, the base engraved 'L. Majorelle Nancy', the shade engraved 'Daum Nancy'

£3,000 - 4,000

€3,400 - 4,600



21

21

ÉMILE GALLÉ

a Cameo Glass Table Lamp with Stems of Leaves and Berries, circa 1900

with acid-etched and polished decoration in tones of brown against a pink-tinged ground

59cm high, signed 'Gallé'

£7,000 - 9,000

€8,000 - 10,000



22

OSWALD SCHIMMELPFENNIG (GERMAN, 1872-1939)

'Spirit of the Night' a Powerful Art Nouveau Gilded Bronze Study of a Winged Female Figure, 1897

she is depicted rising from a crescent moon off a marble plinth base
59cm high, signed and dated in cast.

£5,000 - 7,000

€5,700 - 8,000



(reverse)



23

23

DAISY MAKEIG-JONES FOR WEDGWOOD

'Rainbow' a Rare Fairyland Lustre Vase, circa 1920
the design also known as 'Bifrost', on vase shape 3150
height 20.5cm, printed Wedgwood mark with painted pattern number
'Z5366'

£1,200 - 1,800
€1,400 - 2,000

The inspiration of this design comes from Scandinavian mythology. The Rainbow, or Bifrost, linked the city of the Gods, Asgard, depicted in Makeig-Jones' design in the distance as a white Mediterranean-looking city, to the rest of the world, Midgard.



24

24

DAISY MAKEIG-JONES FOR WEDGWOOD

'Pillar' a Fairyland Lustre Vase, circa 1925
the three panels depicting different scenes of the fairyland world
divided by black lustre and gilt decorated ottoman style pillars and
arches, on vase shape 2409
height 34.5cm, printed Wedgwood mark with painted pattern number
'Z4968'

£4,000 - 6,000
€4,600 - 6,800



25

LOUIS ERNEST BARRIAS (FRENCH, 1841-1905)

'Nature Revealing Herself Before Science' (La Nature Se Devoilant Devant La Science) a Gilt-bronze Figural Sculpture, circa 1900
bare-breasted and cloaked female figure, with dark green patinated scarab brooch

73cm high, signed in cast 'E.Barrias' and 'Susses Fres Ed Paris' to rectangular base

£20,000 - 25,000

€23,000 - 28,000





26

LOUIS ERNEST BARRIAS (FRENCH, 1841-1905)

'Nature Revealing Herself Before Science' (La Nature Se Devoilant Devant La Science), a Gilt-Bronze and Carved Marble Figural Sculpture, circa 1900

the marble features with tinted highlights, raised off a variegated marble base

75cm high, signed in cast 'E.Barrias' with 'Susse Fres Ed Paris' foundry mark

£24,000 - 28,000

€27,000 - 32,000





27

27

LOUIS ERNEST BARRIAS (FRENCH, 1841-1905)

'La Fille De Bou Saada' a Gilded Bronze study of a Seated Young Female, circa 1900
 raised off an onyx plinth
 39cm high (with plinth), signed in cast 'E.Barrias' with 'Susse Freres'
 stamped foundry mark

£8,000 - 10,000
 €9,100 - 11,000



28

28

BRUNO ZACH

'The Carpet Seller' a Rare Gilded and Cold-Painted Bronze Study in the Manner of Bergman, circa 1920
 raised off a rectangular base
 34.5cm high, signed 'Zach' in cast.

£3,500 - 5,000
 €4,000 - 5,700



29

BRUNO ZACH

'Europa and the Bull' a Rare Erotic Patinated Bronze Study, circa 1920 cast as a naked female figure reclining on top of a garlanded bull, it's tail extended to express pleasure, raised off a large onyx base 37.5cm high, signed in cast 'Bruno Zach'

£7,000 - 9,000
€8,000 - 10,000





30

30 *

BRUNO ZACH

'High Kick' an Art Deco Bronze Study, circa 1925
raised off a variegated marble base
47cm high, signed in cast 'Bruno Zach'

£3,000 - 4,000

€3,400 - 4,600

Literature

Please see 'Art Deco Sculpture' by Victor Arwas page 226 for a similar model.

Provenance

Baptista Arts, Chenil Galleries, London, 1992.



31

31 *

BRUNO ZACH

an Art Deco Gilded Bronze Study of a Young Woman in Chemise and Garters, circa 1925
raised off a tall variegated marble plinth
59cm high, signed 'Zach' in cast

£3,500 - 5,000

€4,000 - 5,700

Please see 'Art Deco Sculpture' by Victor Arwas, London 1975 page 224 for a similar model.



32

32 *

FRANZ BERGMAN (ATTRIBUTED)

a Gilded Bronze Study of a Naked female Figure Cased Inside a Sphinx, circa 1920
the sphinx with hinged mechanism revealing a female figure reclining on a cold-painted rug
15cm long.

£1,000 - 1,500
€1,100 - 1,700

33

FRANZ BERGMAN

'Dancer with Serpent' a Gilded Bronze Study with 'Jewel' Embellishment, circa 1920
raised off a stepped marble base
44.5cm high, signed in cast 'Namgreb'

£3,500 - 5,000
€4,000 - 5,700

34

ALMERIC WALTER AND HENRI BERGÉ

a Pâte de Verre Vase with Scarab Beetles, circa 1920
the trumpet-shape vessel with three carved beetles in relief to the base
18cm high, signed 'A.Walter Nancy' and 'H.Berge Sc' (polished chip to rim)

£1,500 - 2,000
€1,700 - 2,300



33



34



35



36



37

35 Y Φ

FERDINAND PREISS

'Tambourine Dancer' a Gilt Bronze and Carved Ivory Figure, circa 1920 the female figure is reclining with the tambourine balanced playfully on one knee, mounted on a variegated marble block height 16.8cm, length 19cm, signed to base 'F.Preiss'

£4,000 - 5,000

€4,600 - 5,700

36 * Y Φ

FERDINAND PREISS

'Judith' a Patinated Bronze and Carved Ivory Study, circa 1920 raised on an octagonal variegated marble base 32.5cm high, engraved 'F.Preiss' to base.

£2,500 - 3,000

€2,800 - 3,400

37 Y Φ

FERDINAND PREISS

'Girl with Rabbits' an Art Deco Carved Ivory Study, circa 1925 with seated Peter Pan-style figure aloft an onyx column 14cm high, engraved to base 'F.Preiss'

£2,500 - 3,000

€2,800 - 3,400



38



39



40



41

38 Y Φ

FERDINAND PREISS

'Boy with Apple' a Carved Ivory Study of a Child, circa 1925 with remnants of original colouring; raised on an octagonal green onyx base
height 17.3cm, signed 'F.Preiss'

£1,000 - 1,500
€1,100 - 1,700

39 Y Φ

FERDINAND PREISS

'Boy with Bow' a Carved Ivory Study, circa 1925 raised on onyx base
19cm high, engraved 'F.Preiss' to base

£1,500 - 2,000
€1,700 - 2,300

40 Y Φ

FERDINAND PREISS

'Girl Feeding Bird' a Carved Ivory Study, 1925 raised off an onyx base
18.5cm high, engraved 'F.Preiss' to base

£1,500 - 2,000
€1,700 - 2,300

41 Y Φ

FERDINAND PREISS

a Carved Ivory Study of a Boy Clasping an Apple, circa 1925 raised off an octagonal onyx base
17cm high, engraved to ivory base 'F.Preiss'

£1,000 - 1,500
€1,100 - 1,700



42



43

42 ^{Y Φ}

Ferdinand Preiss

an Art Deco Carved Ivory Model of a Naked Female Posing with Arms Raised, circa 1925
on faceted onyx base
20cm high, engraved to ivory base 'F.Preiss'

£2,500 - 3,000
€2,800 - 3,400

This model is similar to the Preiss figures of 'Youth' and 'Ecstasy'

43 ^{Y Φ}

Ferdinand Preiss

An Art Deco Carved Ivory Figure of a Dancing Female Nude, circa 1925
wearing a stylish silvered headscarf; raised on a pedestal green onyx base
height 19cm, inscribed to base 'F.Preiss'

£1,200 - 1,500
€1,400 - 1,700

44 ^{Y Φ}

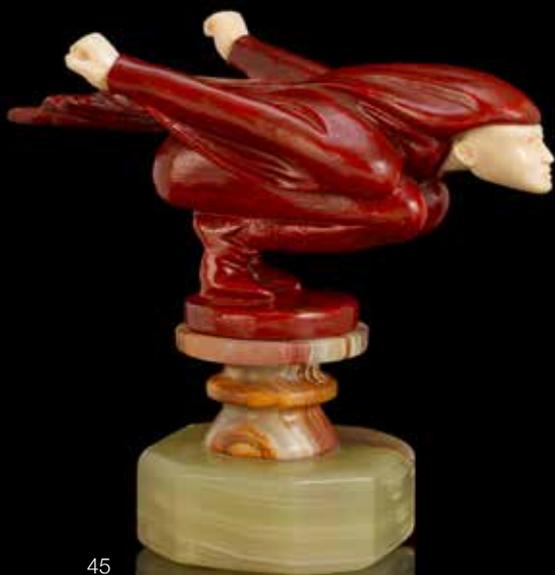
Style of Ferdinand Preiss

an Art Deco Carved Ivory Study of a Seated Female Nude Gazing Into a Pool, circa 1925
mounted on onyx
8.8cm high.

£1,400 - 1,800
€1,600 - 2,000



44



45

45 * Y Φ

FERDINAND PREISS

'Raging Jester' a Rare Art Deco Cold-Painted Bronze and Carved Ivory figural Car Mascot, circa 1925

Model number 1094, mounted on an onyx base
21cm long, engraved to body 'F.Preiss'

£6,000 - 8,000
€6,800 - 9,100

Literature

In his book 'Ferdinand Preiss Art Deco Sculptor' (2005), Alberto Shayo comments 'Preiss's only attempt at making one (car mascot) was the 'Raging Jester', a streamlined muscular figure energetically daring the headwinds' He illustrates a similar model on page 187 of the book.



46

46 * Y Φ

FERDINAND PREISS

'The Bat Dancer' an Art Deco Patinated Bronze and Carved Ivory Model, circa 1925

with silvered and gilded patina heightened with cold-painting, raised off a stepped rectangular onyx base
23.3cm high, engraved 'F.Preiss' to base

£6,000 - 8,000
€6,800 - 9,100

For a similar model, please see Alberto Shayo 'Ferdinand Preiss Art Deco Sculptor' 2005 page 177.



47

47 TP

DECOUX

an Impressive Art Deco Large Size Study of Two Panthers, circa 1925
 one panther depicted cleaning itself, the companion panther striding
 behind, on monumental variegated marble base
 89cm long, incised 'Decoux' to base.

£5,500 - 6,500
 €6,300 - 7,400

48

FREDERIC FOCHT

a Patinated Bronze Bust Depicting the Aviator Jean Mermoz, circa
 1925
 raised off a black marble base
 36cm high, signed in cast, with stamped 'Chardon' foundry mark

£2,000 - 2,500
 €2,300 - 2,800



48



49

PROF OTTO POERTZEL

'The Snake Dancer' an Art Deco Silvered, Ebonised and Gilded Bronze
Study, circa 1925
raised off a variegated marble base with entwined bronze serpent
mount
53.5cm high, engraved to base 'Prof Poertzel'

£9,000 - 12,000
€10,000 - 14,000





50



51



52

50 Y Φ

LOUIS SOSSON

a Carved Ivory and Gilded Bronze Study of a Female Dancer, circa 1925
raised off a marble base
35.5cm high, engraved to base 'L.Sosson'

£2,500 - 3,500

€2,800 - 4,000

51 Y Φ

LEONIE BOEHM-HENNES

a Carved Ivory and Wood Sculpture of a Female Adjusting Her Sandal, circa 1920
raised off a faceted wooden base
34.5cm high, incised to body 'Boehm-Hennes'

£1,200 - 1,500

€1,400 - 1,700

52 Y Φ

FUGÈRE

A Patinated Bronze and Carved Ivory Figure of a Dancer with Castanets, circa 1925
mounted on onyx base with table lamp attachment
figure 32.5cm high, signed in cast

£1,200 - 1,500

€1,400 - 1,700

53



53 Y Φ

A. GILBERT

'On Parade' an Art deco Patinated Bronze and Carved Ivory Model of a Female in Clown Costume, circa 1925 with gilded highlights
21.5cm high, signed 'A. Gilbert' in cast.

£2,000 - 3,000
€2,300 - 3,400

54



54 Y Φ

SCHMIDT-CASSEL

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

£4,500 - 5,000
€5,100 - 5,700



55

55 YΦ

PAUL PHILIPPE

'The Tambourine Player' an Art Deco Carved Ivory, Gilded and Cold-Painted Bronze Model circa 1925
on stepped plinth off a variegated marble base
35.5cm high, signed in cast 'Philippe Ru.M'

£5,000 - 7,000
€5,700 - 8,000



56

56 YΦ

PAUL PHILIPPE

A Silvered Bronze and Carved Ivory Model of a Ballet Dancer, circa 1925
raised off a black marble plinth
27.5cm high, signed in cast

£2,500 - 3,000
€2,800 - 3,400



57



58

57 YΦ

PAUL PHILIPPE

'The Respectful Splits' an Art Deco Gilded Bronze and Carved Ivory Figure, circa 1925

raised off a faceted variegated marble base
height 21.8cm, length 27.5cm, signed in cast

£3,000 - 4,000
€3,400 - 4,600

58 YΦ

PAUL PHILIPPE

'Russian Dancer' a Large Size Art Deco Carved Ivory and Gilded-Bronze Model, circa 1925

raised off a pale rose-coloured marble base
58.5cm high

£12,000 - 15,000
€14,000 - 17,000



59



60



61

59

GOLDSCHIEDER

a Glazed Art Deco Pottery Study of a Bare-Breasted Female with Peacock, 1927

in tones of grey, brown and white

40cm high, marked 'Goldscheider' numbered 4483 12 35, with artist signature to reverse (restored to hand)

£1,500 - 2,000

€1,700 - 2,300

60 Y Φ

JOE DESCOMPS

an Art Deco Carved Ivory Study of a Naked Female Clasping Floral Blooms, circa 1925

raised off a variegated marble base

26.5cm high, engraved to ivory 'J.Descomps'

£1,000 - 1,500

€1,100 - 1,700

61 Y Φ

CONTINENTAL

An Art Deco Silver and Ivory Swizzle Stick Set, circa 1925

the stand supporting twelve metal tipped swizzle sticks

stand 20.5cm high, stamped '.925' mark to base

£1,200 - 1,500

€1,400 - 1,700



62

62

LUCILLE SEVIN FOR ETLING

an Art Deco Opalescent Glass Model of a Naked Female with Cloak, circa 1925

mounted on detachable stepped chrome base
23cm high (with mount), moulded 'Etling France' signature.

£1,500 - 2,000
€1,700 - 2,300



63

63 *YΦ

LUCILLE SEVIN

'Whispers' an Art Deco Patinated and Carved Ivory Group, circa 1925

raised off a stepped and variegated marble base

38cm high, engraved 'Etling Paris' to base

£4,000 - 5,000
€4,600 - 5,700

Literature

For a similar example in bronze please see H.Berman 'Bronzes 1890-1930', Abage Encyclopedia, published by Abage, Vol 3, 1972, page 515.



64



65



66

64 Y Φ

JOSEF LORENZL (ATTRIBUTED)

'Hoop Girl' an Art Deco Silvered Bronze and Carved Ivory Study, circa 1925 with enamelled detailing to the costume by Crejo, raised on an onyx base
20.5cm high, signed 'Crejo'

£1,000 - 1,500
€1,100 - 1,700

65 Y Φ

HANS KECK

an Art Deco Cold-Painted Bronze and Carved Ivory Study of an Oriental Dancer, circa 1925 on circular base raised off three seated elephant supports
30cm high, signed in cast 'Keck Fec'

£2,000 - 3,000
€2,300 - 3,400

66 Y Φ

DEMETRE CHIPARUS

a Patinated Bronze and carved Ivory Study of a Child with Accordion, circa 1920 raised off a stepped marble base
23cm high, engraved to base 'D.H Chiparus'

£1,500 - 2,000
€1,700 - 2,300



67

67 *ΥΦ

DEMETRE CHIPARUS

'Innocence' an Art Deco Gilded Bronze and Carved Ivory Study, circa 1925
raised off a marble base
25cm high, engraved 'D. Chiparus' to base

£5,000 - 7,000
€5,700 - 8,000



68

68 ΥΦ

DEMETRE CHIPARUS

'Pierrot' an Art Deco Silvered Bronze and Carved Ivory Study, circa 1925
42cm high, signed 'D.H Chiparus' in cast

£7,000 - 9,000
€8,000 - 10,000



69 * Y Φ

DEMETRE CHIPARUS

'Tender Promises' an Art Deco Patinated Bronze and Carved Ivory Group, circa 1925
modelled as a costumed pair of young lovers in tender confrontation,
they kneel on a variegated stepped marble base
27.7cm high x 50cm long, engraved to base 'Chiparus'

£12,000 - 15,000

€14,000 - 17,000

For a similar model please see 'Chiparus Master of Art Deco' by
Alberto Shayo 2016 page 92.



70 *ΥΦ

DEMETRE CHIPARUS

'Oriental Dancer' an Art Deco Patinated Bronze and Carved Ivory

Figure, circa 1925

raised off an elaborate marble and onyx base

31cm high, engraved to base 'Chiparus'

£15,000 - 20,000

€17,000 - 23,000



71



72

71

DEMETRE CHIPARUS

'Cleopatra' an Art Deco Gilded Bronze Model, circa 1925
raised off a variegated marble base and a yellow marble base with
metal title plaque
30cm high x 48cm long, signed in cast 'D.H Chiparus'

£7,000 - 9,000

€8,000 - 10,000

72

DEMETRE CHIPARUS

'Dancer of Olynthus' an Art Deco Gilded and Silvered Bronze Model,
circa 1925
heightened in tones of pale blue, raised off a stepped and variegated
marble base
36.5cm high, engraved to base 'Chiparus'

£5,000 - 6,000

€5,700 - 6,800



73

DEMETRE CHIPARUS

'Egyptian Dancer' an Impressive Art Deco Gilt-Bronze and Silvered Model, circa 1925 raised off a tall variegated marble base with inset egyptian-style figural plaque
72.5cm high, engraved to base 'D.H Chiparus' and signed in cast to the plaque

£10,000 - 15,000
€11,000 - 17,000



74

74

DEMETRE CHIPARUS

'The Eternal Story' a Large Art Deco Patinated Spelter and Ivorine Group, circa 1925 modelled as two costumed lovers reclining on a variegated marble base
39cm high x 70cm long, engraved to base 'D.H Chiparus'

£2,000 - 2,500
€2,300 - 2,800

For a similar model see 'Chiparus Master of Art Deco' by Alberto Shayo, 2016 page 96.



75

75

DEMETRE CHIPARUS

an Art Deco Textured and Patinated Model of a Prowling Panther, circa 1925 on large variegated marble base
74cm long, engraved to base 'D.H Chiparus'

£1,800 - 2,200
€2,000 - 2,500



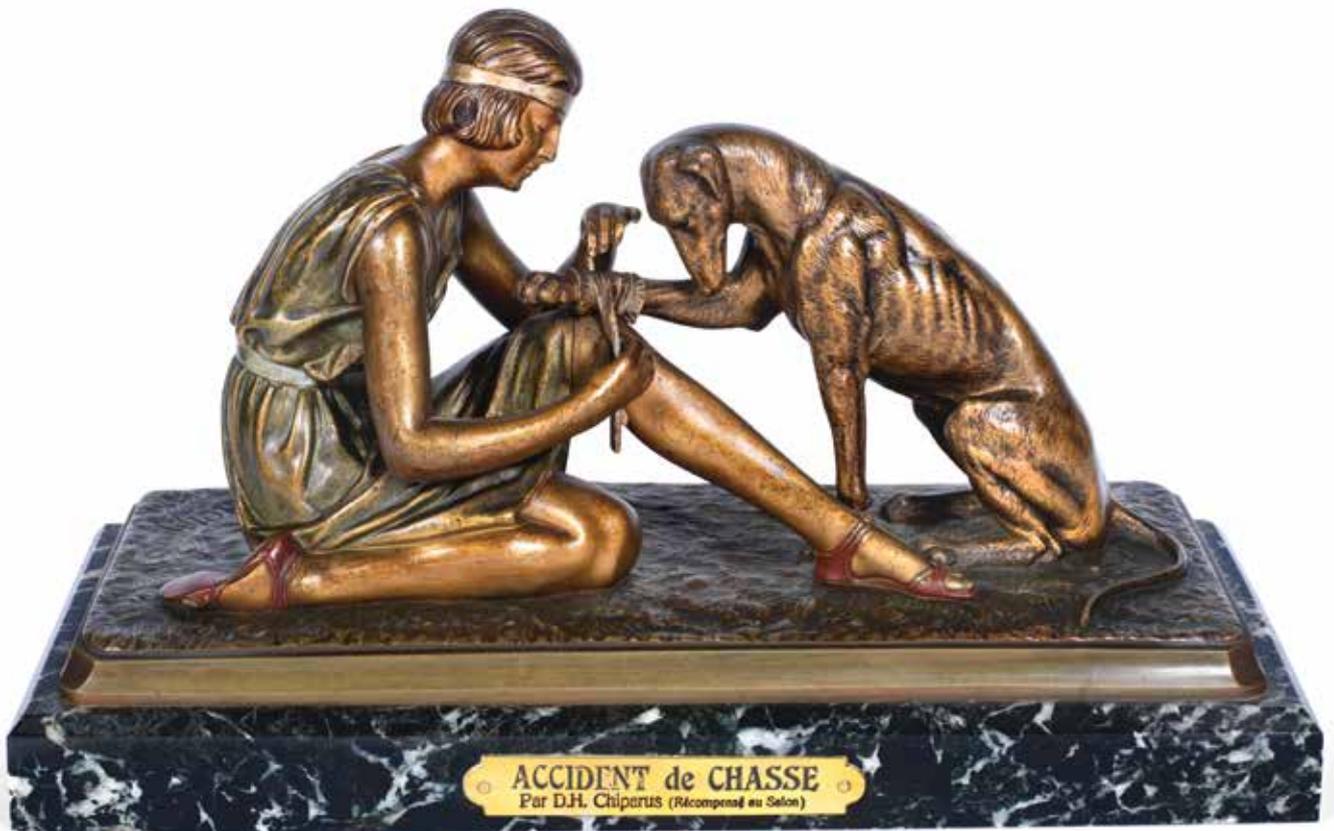
76

76

DEMETRE CHIPARUS

'Friends' an Art Deco Patinated Metal and Ivorine Study, circa 1925 raised on oval marble base
44cm high x 67cm long, engraved 'D.H Chiparus' to base

£1,500 - 2,000
€1,700 - 2,300



77

DEMETRE CHIPARUS

'Accident de Chasse' an Art Deco Gilded and Cold-Painted Bronze Study, circa 1925

raised off a variegated marble base

25.5cm high x 43cm long, signed in cast 'D.H. Chiparus'

£4,500 - 5,000

€5,100 - 5,700





78 *YΦ

DEMETRE CHIPARUS

'Thais' a Rare Art Deco Patinated Bronze and Carved Ivory Model of an Exotic Dancer, circa 1925
 she is depicted posing on one knee with arms outstretched, dressed in pleated costume with draped sleeves, her figure hugging bodice enhanced with raised ornamentation, her neck encrusted with layers of necklace in a silver patination, raised off an elaborate marble base
 55cm high x 64cm long, engraved to marble 'D.H Chiparus'

£80,000 - 120,000
 €91,000 - 140,000

The inspiration for Thais came from an opera of the same name, which in turn was inspired by a book written by Anatoli France.

For a similar model please see 'Chiparus Master of Art Deco' (Alberto Shayo 2016) page 126. Mr Shayo comments; 'Only four examples of this model are known'





79

79

GEORGES LAVROFF

'Tigre Tipi' an Art Deco Glazed Ceramic Model of a Crouching Tiger, circa 1925
58.5cm long, artist signature to base

£3,500 - 4,000
€4,000 - 4,600

80

PRIMAVERA

an Art Deco Glazed Ceramic Model of a Panther, circa 1925
59cm long.

£3,000 - 3,500
€3,400 - 4,000

Literature

Please see 'Les Craqueles' page 237 for a similar example.



80



81 * TP

JEAN DUNAND (SWISS, 1877-1942)

An Art Deco Lacquered Wood Low Table, circa 1925
 decorated with goldfish and sea plants; underside numbered '836'
 height 33cm (13 in.); length 72.3cm (72.3 in.); width 53.3cm (21 in.),
 signed in laquer 'JEAN DUNAND'

£8,000 - 12,000
 €9,100 - 14,000

Provenance

Bonhams, '20th Century Decorative Arts', 10th June 2014, New York
 (lot 134)





82



83

82

PIERRE LE FAGUAYS

'Dancer with Thyrsus' an Art Deco Gilded and Patinated Bronze Study, circa 1925
 raised off a stepped variegated marble base
 56.5cm high, engraved 'Le Faguays' to base

£4,000 - 5,000

€4,600 - 5,700

83

CL.J.R COLINET

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

£3,800 - 4,200

€4,300 - 4,800

Literature

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



85

84 ^{Y Φ}

PIERRE LE FAGUAYS

an Impressive Art Deco Gilded Bronze and Carved Ivory Study of a Bare-Breasted Female with Amphora, circa 1925 raised off a variegated marble base
38cm high, incised to base 'Le Faguays' and 'Etling Paris'

£2,500 - 3,500
€2,800 - 4,000

85 ^{Ω TP}

SÛE ET MARE

An Art Deco Writing Table, circa 1930 burr walnut, with red leather insert to table top, one drawer, with curved side panels and gently curved legs with carved scroll feet
height 74.5cm, length 106cm, depth 66cm

£8,000 - 12,000
€9,100 - 14,000



86



87



88

86

RAYMOND SUBES

an Art Deco Wrought Iron Wall Mirror, circa 1925 of shaped rectangular outline with twin side supports and having a bevelled glass mirror
88.5cm long, stamped 'R.Subes'

£1,500 - 2,000

€1,700 - 2,300

87

RAYMOND SUBES

a Pair of Art Deco Wrought Iron Bookends Fashioned as Stylised Sailing Ships, circa 1925
22cm high, each stamped 'R.Subes' (2)

£1,200 - 1,500

€1,400 - 1,700

88

RAYMOND SUBES AND DAUM

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

£2,000 - 3,000

€2,300 - 3,400



89

89

EDGAR BRANDT

a Pair of Art Deco Wrought Iron Bookends with Seated Gazelles Amid Foliage, circa 1925
17cm high, each stamped to base 'E.Brandt' (2)

£4,500 - 5,500
 €5,100 - 6,300

90 TP

EDGAR BRANDT AND DAUM

a Stylish Art Deco Wrought Iron Floor Lamp with Acid-Etched Glass Shade, circa 1925
 raised off four extended legs, with scroll embellishment, the cupped glass shade with textured finish
183cm high, stamped 'E.Brandt' and 'Daum Nancy'

£5,000 - 7,000
 €5,700 - 8,000



90



91



92



93

91

ZADOUNAÏSKY

a Stylish Art Deco Silvered Bronze and Wrought Iron Sculpture
 Modelled as a Leaping Antelope, circa 1925
 in two-dimensional form off a rectangular base
 66cm long, stamped 'Zadounaisky'

£1,200 - 1,500
 €1,400 - 1,700

92 *

RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tourbillons' Vase, pre 1945
 amber glass, frosted and polished design of scrolling stylised thorns;
 Marcilhac no.973; design introduced in 1926
 height 26.7cm, engraved 'R.Lalique, France, No.973'

£8,000 - 12,000
 €9,100 - 14,000

Provenance

From a Private Collection, California, USA.
 Acquired from the Primavera Gallery in New York in the mid 1970s.



94

93 TP

STYLE OF MARION DORN

a Contemporary Rug in the Art Deco Style, twenty-first century
with geometric design
214cm x 183cm

£1,000 - 1,200
€1,100 - 1,400

94

J.LORMIER

'Sundancer' a Large Art Deco Cold-Painted Bronze Study of an Exotic
Female Dancer, circa 1925
on marble base inset with onyx
47cm high x 64cm high, signed in cast.

£7,000 - 9,000
€8,000 - 10,000



95



96



97



95

JOSEF LORENZL

an Art Deco Silvered Bronze Model of a Dancing Girl, circa 1925
raised off an onyx base
37.4cm high, signed in cast 'Lorenzl'

£1,000 - 1,200

€1,100 - 1,400

96

MARCEL BOURAINE

'The Fan Dancer' an Art Deco Patinated Bronze Study, circa 1925
raised off a black marble base
39cm high, incised 'Bouraine' to base

£1,800 - 2,200

€2,000 - 2,500

97 Y Φ

MARCEL BOURAINE

a Pair of Art Deco Silvered Bronze and Carved Ivory Bookends
Modelled as Pelicans, circa 1925

each seated on a stepped variegated marble base
25.5cm high, incised artist signature to bases, the birds stamped '285'
and '286' (2)

£3,000 - 4,000

€3,400 - 4,600



98

98

MARCEL BOURAINE

'Pentheseia, Queen of the Amazons' a Rare Art Deco Silvered Bronze Study, circa 1925
80cm long, signed in cast with 'Cire Perdue' stamp and 'Susse Freres Editions Paris' foundry mark

£3,800 - 4,200
€4,300 - 4,800

99

GEORG JENSEN

Three Graduated Stemmed Silver Bowls, post 1945
the large and medium size with leaf and grape embellishment, both numbered 197, the smaller bowl with leaves and berries, numbered 180
15.5cm, 11.3cm and 11.3cm high, each with stamped maker's marks and 'Sterling Denmark' (3)

£2,500 - 3,500
€2,800 - 4,000



99



100

100

LIMOUSIN

an Art Deco Silvered Bronze and Cold-Painted Study of an Athletic Couple, circa 1925
 raised off a large variegated marble base
 45cm high x 33cm high, engraved signature to marble base.

£3,800 - 4,200
 €4,300 - 4,800



101

101 *

AMEDEO GENNARELLI

'The Carrier Pigeon' a Stylish Art Deco Silvered Bronze Study, circa 1925
 the seated female figure raised off a tall black marble plinth
 56.5cm high, engraved to base 'Gennarelli'

£4,000 - 5,000
 €4,600 - 5,700



102

102

GERMAINE OURY

an Art Deco Silvered Bronze Study of a Naked Female with Attentive Goat, circa 1925
on marble base
33cm high x 50cm long, signed in cast.

£3,500 - 4,000
€4,000 - 4,600

103

WMF

An Impressive Plated Metal and Glass Centrepiece with Panther, circa 1900
the creature stands aloft a central podium with lion head embellishment, flanked by twin detachable cut-glass trays
36cm high x 75cm long, stamped maker's marks.

£1,200 - 1,500
€1,400 - 1,700



103



104 *

ARMAND PETERSEN

a Patinated Bronze Study of a Hippopotimus, circa 1930

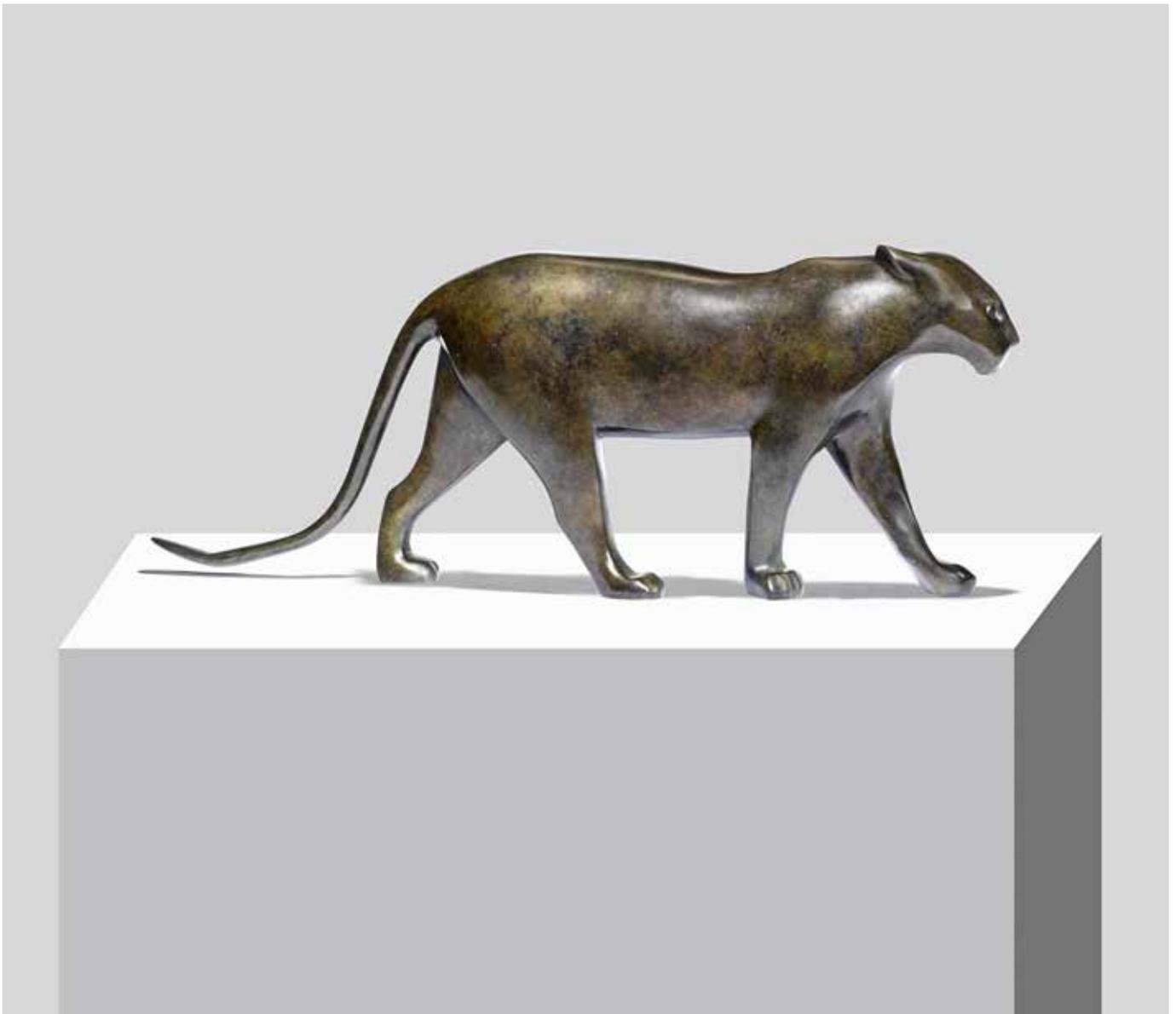
raised off a rectangular base

24cm high x 48cm long, stamped 'Petersen' to base with *cire Perdue*

'Bisceglia' foundry mark

£12,000 - 18,000

€14,000 - 20,000



105 *

FRANÇOIS POMPON

'Panthere Noire' an Art Deco Style Patinated Bronze Model, Post 1970
cast in a small edition after the 1925 original
21cm high x 59cm long, signed 'Pompon' in cast with *cire Perdue*
'Valsuani' foundry stamp

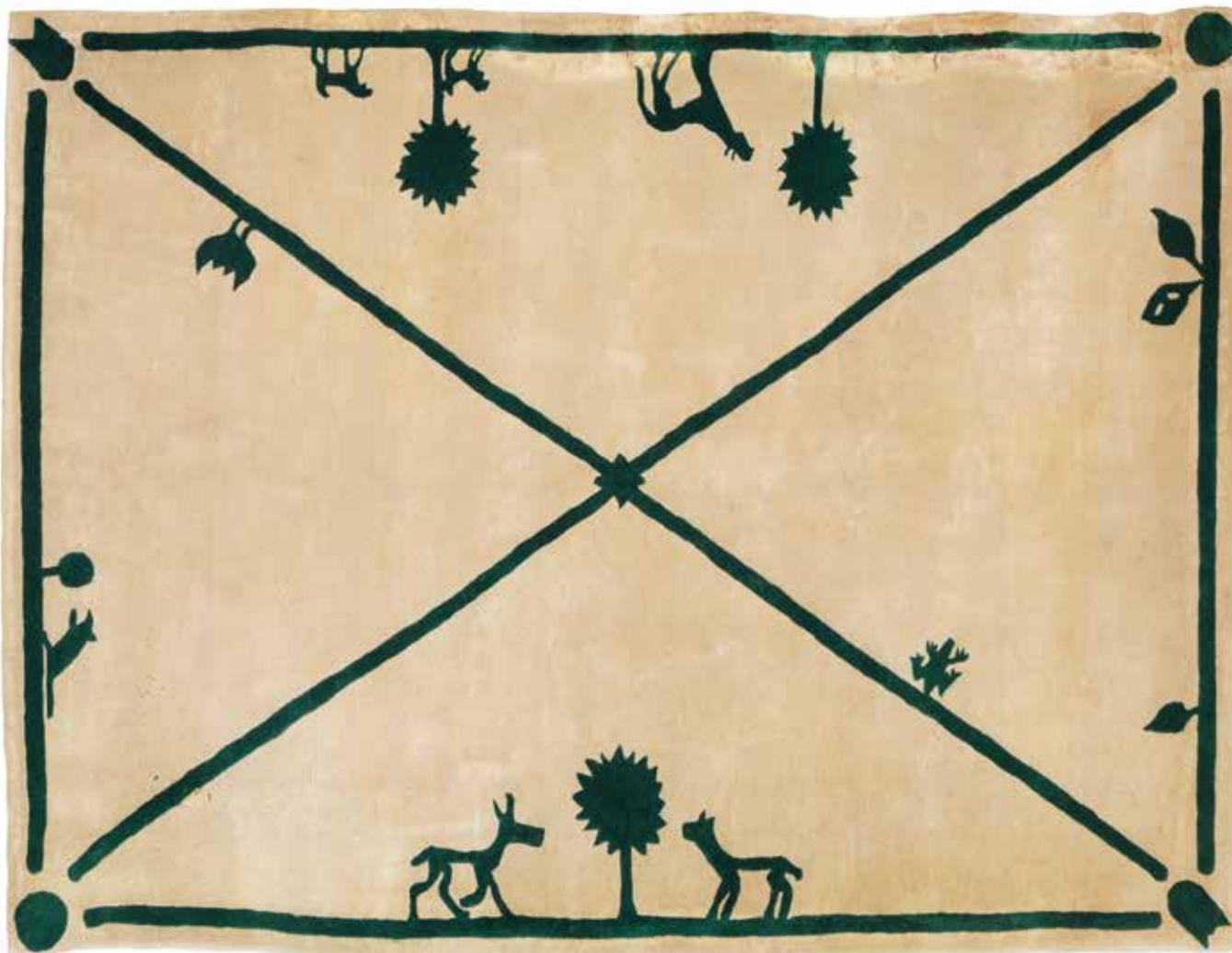
£12,000 - 18,000

€14,000 - 20,000

Literature

Catherine Chevillot/Liliane Colas/Anne Pinget, 'Pompon 1855-1933',
Gallimard/Electa/RMN, 1994, p47

We would like to thank Madame Liliane Colas for her assistance in
cataloguing this piece.



106 TP

DIEGO GIACOMETTI (SWISS, 1902-1985)

'La Promenade Des Amis' a Carpet, designed in 1984
hand woven wool, green stylised decoration against an oatmeal
ground
229cm by 172cm, stitched label to reverse 'Diego Giacometti'

£9,000 - 12,000
€10,000 - 14,000



107

107

HAGENAUER

a Modernist Brass Study of a Spanish Mandolin Player, circa 1925
raised off a circular base
24.8cm high, stamped to base 'Hagenauer Wien'

£2,000 - 3,000
€2,300 - 3,400



108

108

FRANZ HAGENAUER

a Modernist Hammered Brass Study of a Female Torso, circa 1925
raised off a rectangular base
58cm high, stamped to base 'Franz Hagenauer Wien' 'Made in Austria'

£5,000 - 7,000
€5,700 - 8,000



109



110

109

VENINI

a Glass Bottle and Stopper with Vertical Banding, circa 1940
banded in smoky-grey and white
45.5cm high, etched to base 'Venini Murano Italia'

£800 - 1,000

€910 - 1,100

110 AR

JOHN PIPER (BRITISH, 1903-1992)

Three Pottery Tiles, 1982

each a square, two decorated with sun-like masks, the third with a
stylised profile and sunflower entitled 'Girl with a Sunflower'
16cm by 16cm, painted artist's signature and date to reverse (3)

£1,200 - 1,500

€1,400 - 1,700



111

111 AR

KATE MALONE (BRITISH, 1959-)

'Juicy Heart Sliced Fruit of Your Dreams', circa 1998
 earthenware, a sculptural vessel, coil built with double wall in a circular form with large heart-shaped well, glazed in green, blue, yellow and orange
diam 40.5cm, height 15.5cm

£800 - 1,000
 €910 - 1,100

Literature

Kate Malone and Lesley Jackson's 'A Book of Pots', A&C Black Publishers, London, 2003, page 86



(side view)

112 AR

KATE MALONE (BRITISH, 1959-)

'Triple Heart Peapod' circa 1998
 earthenware, a sculptural vessel, coil built with double wall of bulbous form with three heart-shaped wells, applied hand-built spiral handle, glazed in purple, orange, yellow and turquoise
length 69cm, height 13.8cm

£700 - 900
 €800 - 1,000

Literature

Kate Malone and Lesley Jackson's 'A Book of Pots', A&C Black Publishers, London, 2003, page 86



112



(reverse)



113



114

113 AR

EWEN HENDERSON (BRITISH, 1934-2000)

A Vase Form, circa 1980

stoneware, of ovoid form, a rough textured bisque body covered with a patchy frothy thick glaze with tones of white, blue, green and grey
height 41cm

£1,500 - 2,000

€1,700 - 2,300

Provenance

ex Liliana Epstein collection

114 AR

EWEN HENDERSON (BRITISH, 1934-2000)

A Sculptural Vessel, circa 1985

mixed laminated clays, dry volcanic surface with mottled cream, bright light green, bright light blue and brown colours, the conjoined pieces of the body with undulations, sharp points, tears and ridges
height 50cm

£2,000 - 3,000

€2,300 - 3,400

115 AR

GARETH MASON (BRITISH, 1965-)

A Vase, circa 2010

porcelain, high-fired, the ovoid body in a celadon glaze with highlights of red flambé, a distorting applied metallic crust to one side, gold and silver coloured rough nuggets embedded throughout the body of the vase

height 29cm, impressed artist's seal

£500 - 700

€570 - 800



115



116

NICHOLA THEAKSTON (BRITISH, 1967-)

A Unique Sculpture of a Silverback Gorilla, 2018
hand built and modelled in terracotta paperclay with applied slips, in
matt glaze tones of pale blue, dark grey, terracotta and orange
length 74cm, height 48.5cm, incised artist's signature

£5,000 - 7,000
€5,700 - 8,000





117



118

117 AR

WILLIAM STAITE-MURRAY (BRITISH, 1881-1962)

A Vase, circa 1925
stoneware, of baluster form, decorated with a stylised fish
height 34.8cm, impressed artist's seal

£1,500 - 2,000
€1,700 - 2,300

118 AR

WILLIAM STAITE-MURRAY (BRITISH, 1881-1962)

A Vase, circa 1930
stoneware, ovoid form in an oatmeal glaze, decorated with a stylised
flower
height 23.7cm, impressed artist's seal

£1,000 - 1,500
€1,100 - 1,700



119

119 AR TP

WILLIAM STAITE-MURRAY (BRITISH, 1881-1962)

A Large Exhibition Vase, circa 1955
stoneware, of elongated baluster form with a gently ridged surface, in a
pale cream and grey glaze, with some mottled brown streaks
height 83cm, impressed artist's seal

£1,500 - 2,000
€1,700 - 2,300

Exhibitions

Bradford Art Gallery, 1959



120

120 AR

BERNARD LEACH (BRITISH, 1887-1979)

A Bottle Vase, circa 1952
 stoneware, the pale green/cream glaze to the body decorated with six
 pairs of leaping fish in a grey glaze
 height 35cm, impressed artist's seal with *St. Ives Pottery* mark

£5,000 - 8,000
 €5,700 - 9,100

Provenance

Comes with original receipt of purchase from the Red Rose Guild of
 Craftsman c/o The Whitworth Art Gallery, Manchester.

121 AR

JOANNA CONSTANTINIDES (BRITISH, 1927-2000)

Two Vessels; circa 1975 and 1990
 stoneware; one of tall tapering form with a brown speckled iridescent
 lustre glaze; the other of ovoid form with a gently pinched neck,
 textured surface with matt white glaze graduated into a rich terracotta,
 with mottled brown highlights
 heights 40cm and 30cm; both with impressed artist's seal (2)

£700 - 900
 €800 - 1,000

Provenance

Peter Dingley Gallery, Stratford upon Avon, UK (40cm vase)
 Ombersley Gallery, Worcestershire, UK (30cm vase)



121



122



123



124

122 AR

IAN GODFREY (BRITISH, 1942-1992)

A Hanging Bowl, circa 1975
stoneware, the incised geometric patterned bowl filled with modelled houses, birds and stylised creatures, covered in a creamy/grey matt glaze, a bird in bisque suspended to swing back and forth, four evenly spaced holds for hanging thread
diam 26cm, height 13.5cm (no hanging thread included)

£700 - 900
€800 - 1,000

123 AR

IAN GODFREY (BRITISH, 1942-1992)

Five Stoneware Pieces, circa 1970
comprising a box and cover, decorated with pyramids and two creatures, a teapot covered with modelled birds, two horses and a bowl with loop handle and central modelled stylised creature
box - 8cm by 5cm by 5.5cm; teapot - 9cm; horses - 10cm by 8.8cm and 7.8cm by 6cm; bowl - diam 15cm (inc. handle), height 6.2cm (5)

£500 - 700
€570 - 800

124 AR

JOHN MALTBY (BRITISH, 1936-)

A Footed Vase and a Box and Cover, circa 1980
both stoneware; the compressed ovoid vase raised on a cylindrical foot and painted with stylised flowers; the box of circular form with four rectangular feet, decorated to the cover with a stylised forested scene
vase - height 14.8cm with painted 'Maltby' signature; box - diam 9.5cm with artist's seal (2)

£1,000 - 1,500
€1,100 - 1,700

Provenance

Peter Dingley Gallery, Stratford upon Avon, UK (box and cover)

FROM THE PRIVATE COLLECTION OF SIR NEVILLE AND LADY MARRINER



125

125 AR

RICHARD BATTERHAM (BRITISH, 1936-)

Two Vases and a Jug, circa 1985

stoneware, in pale green glazes, the large and small vase of the same cut-sided design

vases - 36cm and 19cm; jug - 26.5cm (3)

£1,000 - 1,500

€1,100 - 1,700

126 AR

RICHARD BATTERHAM (BRITISH, 1936-)

A Large Footed Bowl and Jar with Cover, circa 1985

stoneware, in pale green glazes, the bowl decorated with wide patterned band of impressed arrow heads, the jar with ridged bands to the body and applied loop handle

bowl - diam 47cm and height 18.8cm; jar - height 34cm (2)

£600 - 800

€680 - 910



126

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



127

127 AR TP

RICHARD BATTERHAM (BRITISH, 1936-)

A Large Exhibition-Size Vase, circa 1985
stoneware, in pale green glaze, with cut-sided linear pattern
height 79cm

£700 - 900
€800 - 1,000

128 AR

CLIVE BOWEN (BRITISH, 1943-)

A Slipware Charger
stoneware, the brown gloss glaze decorated in yellow with swirling
patterned rim and to the centre with a large stylised fish
diam 57cm

£300 - 500
€340 - 570



128



129

129 AR

RUPERT SPIRA (BRITISH, 1960-)

An Early Charger, circa 1978
stoneware, of circular form, painted with olive green stylised foliate
branches, on a cream ground
diam 39cm, impressed RS monogram

£500 - 700
€570 - 800



130

130 AR

JENNIFER LEE (BRITISH, 1956-)

A Vase, circa 2012
stoneware, of ovoid form, a matt cream glaze with a pale shadowed spiraled speckled band
height 23.5cm

£3,000 - 5,000
€3,400 - 5,700

Exhibited

Jennifer Lee is the Loewe Craft Prize Winner for 2018. The Loewe Craft Prize Exhibition is on at the Design Museum in London from 4 May – 17 June 2018, as part of the London Craft Week programme.



131

131 AR

GABRIELE KOCH (GERMAN, 1948-)

A Vase
earthenware, of ovoid form, with wide sloping inverted rim, smoke-fired and burnished, in tones of brown and yellow
height 27cm, incised 'Gabriele Koch'

£500 - 700
€570 - 800

132 AR

GABRIELE KOCH (GERMAN, 1948-)

A Large Shallow Bowl
earthenware, of circular form, with wide rim and small central well, smoke-fired and burnished, in tones of brown and orange/terracotta
diam 48cm, incised 'Gabriele Koch'

£800 - 1,200
€910 - 1,400



132



133



134



135

133 AR

ASHRAF HANNA (EGYPTIAN, BRITISH 1967-)

A Monochrome Vase, circa 2005

raku-fired, of ovoid form, the black body with textured surface, to the shoulder a white band with black vertical striped decoration
height 16.8cm, incised artist's monogram

£500 - 600

€570 - 680

134 AR

NICHOLAS HOMOKY (HUNGARIAN, 1950-)

A Banded Bowl, circa 1994

porcelain, inlaid and painted with slip, creating monochrome bands in varying width
diam 24.5cm, height 17.5cm, with artist's seal

£700 - 900

€800 - 1,000

Literature

John Fowles (foreword), 'Nicholas Homoky', Anthony Hepworth/Marston House, UK, 1997, plate. 11

135 AR

RUPERT SPIRA (BRITISH, 1960-)

A Vase and a Jar and Cover, circa 1995

stoneware, red glaze; the vase of ovoid form; the jar of cylindrical form with tear-shaped finial to circular lid
vase - height 13.8cm; jar - height 22cm; both with artist's RS monogram (2)

£700 - 900

€800 - 1,000



136



137

136 AR

JOHN WARD (BRITISH, 1938-)

A Geometric Pattern Vase, circa 1990
stoneware, of rounded form with an angled collar, matt black and white
glaze alternating tapering panels over a softly textured surface
height 23.5cm, impressed artist's seal

£3,000 - 5,000
€3,400 - 5,700

137 AR

JOHN WARD (BRITISH, 1938-)

A Bowl, circa 1980
stoneware, of wide rim form with a deep inset circular well, decorated
with a green mottled glaze over a softly textured surface
diam 26cm, height 8.8cm, impressed artist's seal

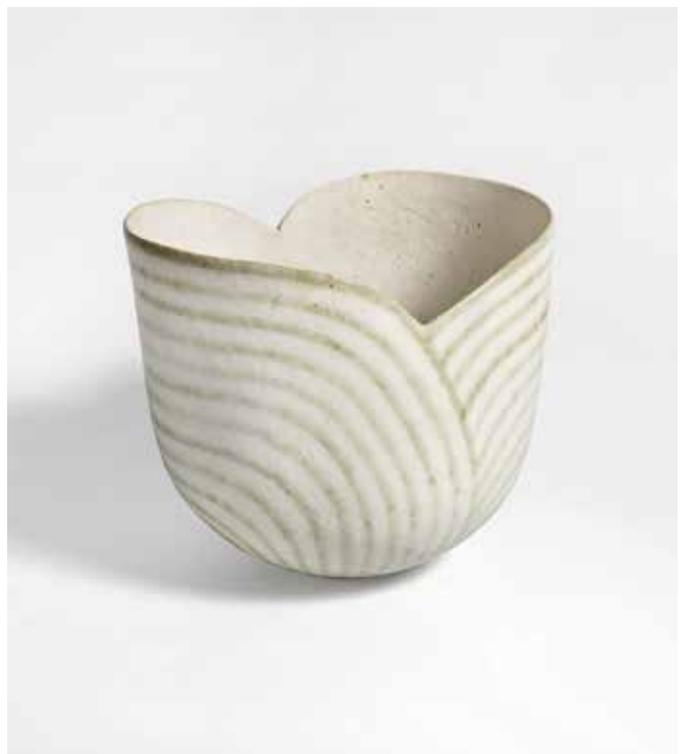
£1,000 - 1,500
€1,100 - 1,700

138 AR

JOHN WARD (BRITISH, 1938-)

A Vase, circa 1980
stoneware, of organic bud form, decorated with slim bands of pale
green on mottled white over a softly textured surface
height 18cm, impressed artist's seal

£1,500 - 1,800
€1,700 - 2,000



138

OTHER PROPERTIES



139



140



141

139 AR

JOHN WARD (BRITISH, 1938-)

A Vase, circa 1994

stoneware, of oval form with mottled brown glaze body, a wide band of blue glaze to the organic undulating rim, the interior a mix of the tones of blue and brown

height 22cm, impressed artist's seal

£800 - 1,000

€910 - 1,100

Provenance

Ombersley Gallery, Worcestershire, UK

140 AR

JOHN WARD (BRITISH, 1938-)

A Vase, circa 1995

stoneware, of ovoid form with a small ridge feature running around the lower third of the body, the allover black glaze against a textured surface

height 14.6cm, impressed artist's seal

£500 - 700

€570 - 800

Provenance

Ombersley Gallery, Worcestershire, UK

141 AR

JOHN WARD (BRITISH, 1938-)

A Vase, circa 1990

stoneware, of compressed circular form with gently tapering straight neck, with defining glazed stripes along the vases slim edges, the background cream glaze over a gently textured surface with olive and jade green mottled highlights

height 36cm, impressed artist's seal

£1,000 - 1,500

€1,100 - 1,700



142

142 AR

JOHN WARD (BRITISH, 1938-)

A Geometric Pattern Vase, circa 1994
stoneware, the gently leaning ovoid form with v-shape cut rim, matt black and white alternating panels of glaze over a softly textured surface
height 15.8cm, impressed artist's mark

£2,000 - 3,000
€2,300 - 3,400

Provenance

Ombersley Gallery, Worcestershire, UK



(reverse)

143 AR

JOHN WARD (BRITISH, 1938-)

Two Vases, circa 1990
both stoneware; one of ovoid form with cream and pale duck egg blue/green glaze; the other with squared sides and a mottled pale green, cream and brown glaze
heights 11cm and 13.5cm, with impressed artist's seals (2)

£1,000 - 1,500
€1,100 - 1,700

Provenance

Peter Dingley Gallery, Stratford upon Avon, UK



143



144 AR

MAGDALENE ODUNDO, OBE (KENYAN/BRITISH, 1950-)

A Sculptural Vessel, 1984

terracotta, hand-built burnished and carbonised surface, the bulbous body with neck leading into an organic, angled, trumpet mouth with wide inverted lip, incised and raised peaking shaping lines, the mixed-colour finish depicts soft orange cloud-forms against black
height 31.5cm, incised 'Odundo' and '84'

£20,000 - 25,000

€23,000 - 28,000

Exhibited

Examples of Odundo's work can be found in museums across the world; including The British Museum and the V&A, London; and The Metropolitan Museum of Art, New York.



145 AR

HANS COPER (GERMAN, 1920-1981)

A Footed Cup, circa 1974
stoneware, raised on a cylindrical foot, the cup with four pinched
sections, porcelain slip over a textured surface, glaze in tones of
cream, brown and pale blue/grey
height 14.3cm, impressed artist's seal

£10,000 - 15,000

€11,000 - 17,000

Provenance

Peter Dingley Gallery, Stratford upon Avon, UK



146

146 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Small Jug, circa 1980

stoneware, manganese glaze with white interior, with small looping handle

17cm high, impressed artist's seal

£600 - 800

€680 - 910

147 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Bowl, circa 1960

stoneware, of compressed ovoid form, in oatmeal glaze with manganese rim

diam 15.5cm, height 7cm, impressed artist's seal

£800 - 1,000

€910 - 1,100

148 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Bowl and Beaker, circa 1960

stoneware, in oatmeal glazes with manganese rims

bowl - height 7cm, diam 13.5cm; beaker - height 6cm, diam 6.8cm; both with impressed artist's seals

£1,500 - 2,000

€1,700 - 2,300



147



148



149

149 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Footed Bowl, circa 1975
 porcelain, of wide conical form, with strong golden manganese glaze to the external, some golden tone to the internal manganese glaze and terracotta band detail to the central well
diam 22.5cm, height 9.2cm, impressed artist's seal (damage)

£800 - 1,200
 €910 - 1,400



150

150 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Bottle Vase, circa 1975
 porcelain, with flared lip, vertical linear sgraffito design to shoulder/neck and lip, alternating manganese and matt terracotta glazes highlighted by three blue glazed lines
height 24cm, impressed artist's seal

£7,000 - 9,000
 €8,000 - 10,000



151

151 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Hanging Vase, circa 1960

stoneware, the light biscuit matt unglazed surface to the exterior has a few gentle black speckles and sweeping lines, the interior glazed, with a curved cane handle with metal loop fixings

height 15cm (excluding cane handle), impressed artist's seal (damage to cane handle)

£5,000 - 7,000

€5,700 - 8,000

Provenance

Given by Lucie Rie to the current owner's Great Aunt, they were childhood friends from Austria, they remained good friends their whole lives.

152 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Dog Bowl, circa 1975

stoneware, of simple circular form with vertical sides, in an all over mottled green and brown glaze

diam 15.4cm, height 5.2cm, impressed artist's seal

£1,000 - 1,500

€1,100 - 1,700

Provenance

Given by Lucie Rie to the current owner's Grandfather Dr Theodor H Frankel in his later years. Rie made it for his dog Tina.

153 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Shallow Dish, circa 1940

with all over gray/green glaze mottled and speckled with brown

diam 24.3cm, impressed artist's L.R. monogram (repair by Lucie Rie to underside of rim)

£800 - 1,000

€910 - 1,100

Provenance

Bonhams' 'Dame Lucie Rie; Sale of a Lifetime', lot 37, 17 April 1997. Comes with Certificate of Provenance signed by Cyril Frankel.

Exhibited

'Lucie Rie Retrospective' Sainsbury Centre for Visual Arts, 1981; and the Victoria and Albert Museum, 1982. Crafts Council catalogue no. 59.



152



153



154 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

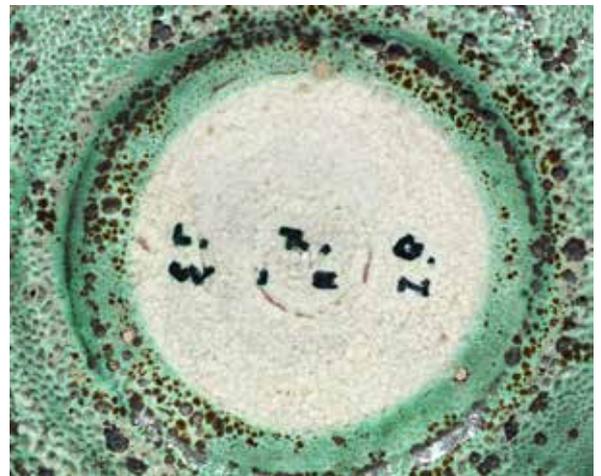
An Early Vienna-Period Vase, circa 1935 earthenware, of cylindrical form with curved and gently inverted rim, thick glaze in tones of green with speckled finish, irregular unglazed areas towards the rim revealing the terracotta ground height 17.2cm, painted 'L.R.G. Wien'

£30,000 - 50,000

€34,000 - 57,000

Provenance

Given by Lucie Rie to the current owner's Grandfather Dr Theodor H Frankel.





155



156



157

155 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Bowl, circa 1978
stoneware, faint knitted pattern bands to interior and exterior
beneath matt bands of glaze in tones of white, purple and grey, with
manganese rim
diam 14.5cm, height 5.2cm, impressed artist's seal

£3,500 - 5,000

€4,000 - 5,700

Provenance

Bonhams' 'Dame Lucie Rie; Sale of a Lifetime', lot 115, 17 April 1997.
Comes with Certificate of Provenance signed by Cyril Frankel.

156 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Vase, circa 1960
stoneware, cream glaze with iron speckle, the gently tapered cylindrical
body with deep spiral fluting
17cm high, impressed artist's seal

£2,500 - 3,000

€2,800 - 3,400

157 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Miniature Bowl, circa 1960
porcelain, of wide conical and footed form, in an all over uranium
yellow glaze
diam 11.3cm, height 4.4cm, impressed artist's seal

£2,500 - 3,500

€2,800 - 4,000



158

158 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Bottle Vase, circa 1970
stoneware, with flared lip, in a mottled pale grey and pale blue glaze,
heavily sgraffito to body with tightly spaced vertical linear pattern
height 21cm, impressed artist's seal

£6,000 - 8,000
€6,800 - 9,100

Provenance

Peter Dingley Gallery, Stratford upon Avon, UK



159

159 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Vase, circa 1980
stoneware, with flared lip and fluted diagonal linear design, pitted blue/
grey glaze
height 26cm, impressed artist's seal

£10,000 - 15,000
€11,000 - 17,000



160 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Flaring Footed Bowl, circa 1978
porcelain, matte white glaze over concentric inlaid purple lines
repeated inside and out
diam 19.5cm, height 9cm, impressed artist's seal (small hairline)

£6,000 - 8,000

€6,800 - 9,100

Literature

Tony Birks' 'Lucie Rie', Marston House, 2004 - the front cover depicts this bowl with blue lines.



161 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Small Footed Bowl, circa 1978

of high sided form raised on a slender circular foot, the pink glaze with horizontal sgraffito linear design, two-tone green internal band complimenting a turquoise external band, with wide manganese band to foot and bronzed manganese band to rim
height 8.3cm, diam 12cm, impressed artist's seal (firing flaw to rim)

£10,000 - 15,000

€11,000 - 17,000



162 ^{AR}

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Footed Bowl, circa 1980

porcelain, incised sgraffito linear design in manganese against a cream glaze, highlighted with pale green bands, with manganese foot and golden manganese rim

height 8.5cm, diam 17.8cm, impressed artist's seal

£15,000 - 20,000

€17,000 - 23,000

Provenance

Purchased from Markswood Gallery, 10th Dec 1980



163 AR

DAME LUCIE RIE (BRITISH, AUSTRIAN 1902-1995)

A Footed Bowl, circa 1975

porcelain, of wide conical form raised on a slender circular foot, the pink glaze with inlaid vertical linear design, jade green internal and external band, wide golden manganese bands to the rim and foot diam 17.7cm, height 8.8cm, impressed artist's seal

£25,000 - 30,000

€28,000 - 34,000

**MODERN BRITISH
& IRISH ART**

Tuesday 10 July 2018
Knightsbridge, London

**John Bratby R.A.
(British, 1928-1992)**

Sophia Brown in Blue Dress

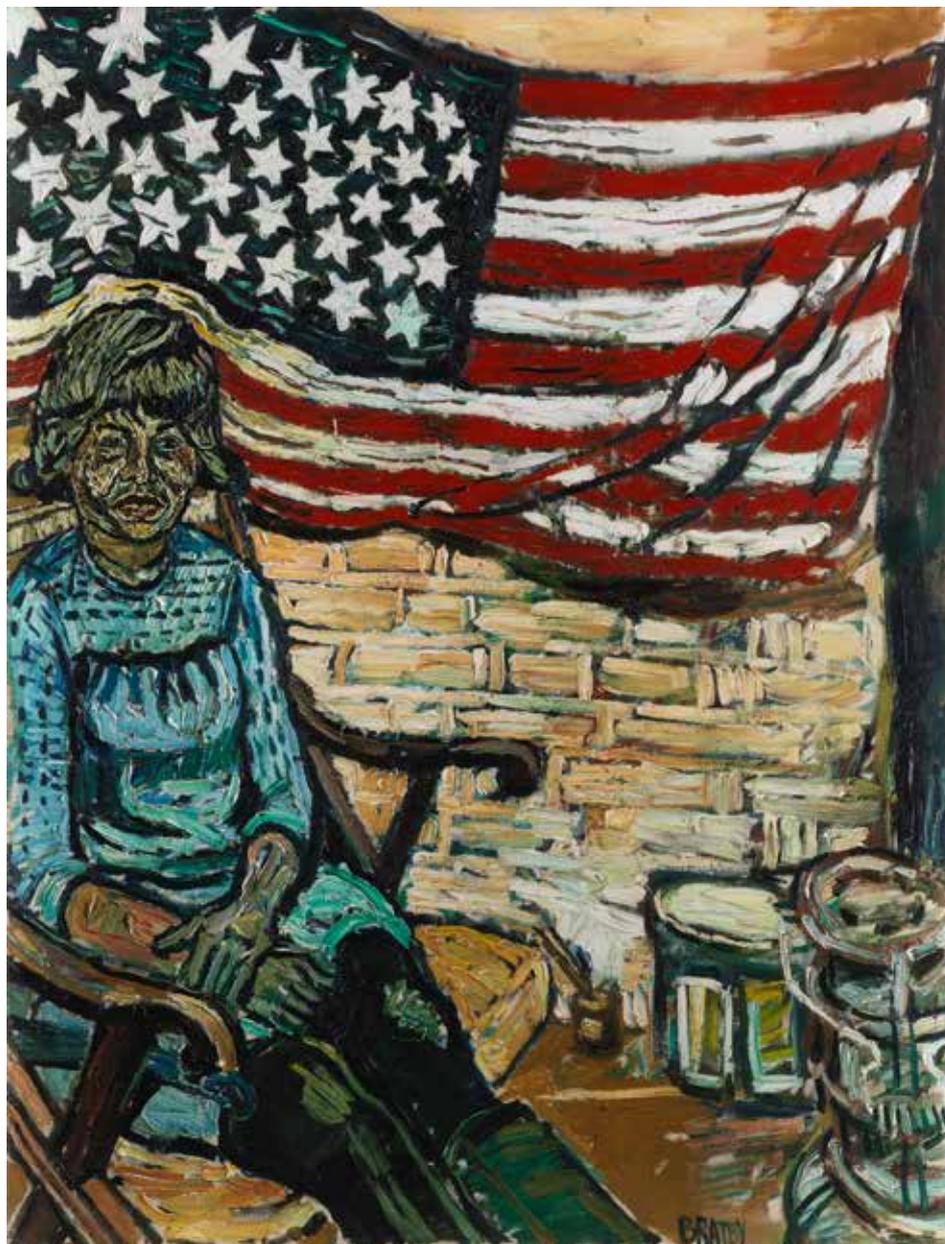
oil on canvas

£5,000 - 7,000 *

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Knightsbridge, London

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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 *Lot* will be held liable for the loss caused.

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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 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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4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

Olt is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

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

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

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and				
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		
				11	GOVERNING LAW
					All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

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

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

4 COLLECTION OF THE LOT

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

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

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

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

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams's* 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's* 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's* 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 "indemnity" is construed accordingly.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

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