# Bonhams

# A Private Collection of Lalique Glass

Montpelier Street, London | 20 February 2019



# A Private Collection of Lalique Glass

Montpelier Street, London | Wednesday 20 February 2019, at 1pm

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Front cover: Lots 147 &148 Back cover: Lot 210 (detail) Inside front cover: Lot 173 (detail) Inside back cover: Lot 107 (part) Page 5 divider: Lot 199

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The Musée Lalique was lucky to benefit from a loan of a part of John's collection. From the opening in 2011, he trusted us with a loan of hood ornaments and decorative items. He also lent pieces for specific exhibitions. « Lalique and the Art of Travel » was certainly a major event in this partnership as John had managed to collect almost all the car mascots created by René Lalique. He shared his passion with the visitors and the team of the Musée Lalique. I sincerely thank him for his commitment.

### Véronique Brumm Directeur

# The Making of a Collection

To collect is to go on a journey, often to an unknown destination and with the odd cul-de-sac or fork in the road.

The pleasure when collecting the ouevre of René Jules Lalique is there are no wrong turns though certainly one may at times have to navigate through a maze of intrigue and discovery. Trust your instincts in that maze or find a trusted guide and the journey will be an enjoyable one wherever it takes you. Or here, with the sale of this collection, know that I travelled some long and winding roads to procure the very best examples I could find of Lalique's work. Items that piqued my interest in terms of both the complexity of manufacture and beauty of design making them expensive when new and thus some of the rarest today.

I was not always satisfied or desiring of ticking boxes for the sake of the collection but rather I favoured pieces that showcased Lalique's talent for drawing, design and manufacture.

Invariably each item in a collection, however humble, will have a story to tell and thus always have a special place in the heart of the collector. Thus parting with mine, formed over some 20 plus years, is such sweet sorrow. Sorrow for obvious reasons, but sweet as I hope each piece will mark a waypoint for the new owner and continue each story. Certainly Lalique's work will outlive us all if we do our curating jobs well.

When Mark Oliver and I were cataloguing this sale it was notable how often we called something out as contemporary in appearance such was the genius of Lalique given many of these designs are now 100 years old or approaching that milestone. Some of course are still manufactured by the modern Lalique SA company but René Lalique not only conceived these designs but also envisaged how to utilise materials such that an ethereal and lifelike quality was formed that seems almost impossible to recreate today.

Gabriel Mouray who wrote the introduction to the 1932 Lalique et Cie Catalogue, as well as several other period publications on Lalique, put it well when he wrote that '(Lalique) gave life to the "menagerie" which, it appears to me, was quite worthy of a place in the glass-cases of the collectors and on the shelves of cultured amateurs. Lalique reveals himself as a sculptor of animals among the very best. None was able, better than he, to fix in their essential lines the general and typical gait, the familiar and characteristic gestures of those of our inferior brothers towards which he has felt more particularly drawn. Among the winged tributes, let us mention the presence of pigeons and sparrows, plump gluttons, so well reproduced, so lifelike that one would expect them to coo and chirp.' Yes, exactly.

Indeed it was the humble sparrow paperweight you can see illustrated on the inside back cover of this catalogue that was my first ever Lalique purchase. I simply could not resist. With this in mind, I defy anyone to not want to pick up one of his sculptures and enjoy the sensation of feel and the forming of an emotional bond. If you are viewing the sale I would encourage you to use your hands as much as your eyes.

Gustave Geffroy author of the 1922 book 'René Lalique par Gustave Geffroy' wrote of one of the early pieces in this auction, the 'Boite Louveciennes', of how Lalique had given what was a press-moulded piece the appearance of being engraved by hand such was the lightness and accuracy of the image. This rare box in particular exemplifies this and was no doubt one of the reasons it was chosen by the Musée Lalique for their permanent exhibition from its opening in July 2011, along with many other items from the collection.

It was a pleasure to be involved with the Musée Lalique in Wingen-sur-Moder from prior to the opening and through several exhibitions including 'The Aquatic World of Lalique' in 2014 and 'Lalique and the Art of Travel' in 2016 when all of the car mascots in this sale were exhibited together. Above all it was allowing so many others the opportunity to see and enjoy the collection and to share in my passion and research.

A collection it has been a pleasure to own and that I shall enjoy viewing together again once more at Bonhams before it separates again to destinations anew.

On my journey I made some great friends and met some interesting characters, thanks to them all as their acquaintance added to the pleasure of ownership.

Thank you all also for reading and indulging me here and I hope you enjoy the sale.

John Nemeth February 2019









A 'L'Exposition Des Verres' Invitation, designed circa 1912 pale green glass, mould-blown and frosted; Marcilhac no. Motifs Decoratifs A

6.8cm diameter, moulded 'INVITATION L'EXPOSITION DES VERRES DE R.LALIQUE 24 PLACE VENDÔME PARIS

### £800 - 1,200

The Lalique atelier was situated at 24 Place Vendome, Paris, between 1905 and 1935.



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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Colombes' Pendant, designed in 1920 opalescent glass, mould-blown, frosted, and polished, with blue staining; Marcilhac no.1659 *4cm long, engraved 'R.Lalique'* 

### £250 - 350

### 0

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Chasse Chiens' Plate, designed 1914 clear glass, mould-blown, frosted and polished, with sepia staining, Marcilhac no. 3001 21.4cm diameter, engraved 'R.Lalique France No.3001'

£300 - 500









### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Artichaut' Perfume-Burner, designed in 1927 amber glass, mould-blown, frosted, and polished, with later fittings; Marcilhac no. Brûles-Perfums A 8.5cm high (without fittings), moulded 'R.LALIQUE LAMPE HYGENIQUE BERGER MADE IN FRANCE'

### £300 - 500

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Trois Branches Roitelets' Candelabra, designed in 1931 clear glass, mould-blown, frosted and polished, with detachable metal mount and fitting for electricity supply, Marcilhac no. 2110 15.3cm high (without fitting), stencilled 'R.LALIQUE FRANCE'

### £1,500 - 2,500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Poisson' Menu, designed in 1931 clear glass, mould-blown (partly intaglio), frosted and polished; Marcilhac no.3477 *16cm. long, stencilled 'R.LALIQUE FRANCE'* 

### £1,000 - 1,500

Exhibited at the Musée Lalique, France.

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Pair of 'Libellule' Knife Rests, designed in 1919 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 3602 each 9.5cm long, each engraved 'R.Lalique France No.3602'

### £1,000 - 1,500

Exhibited at the Musée Lalique, France.











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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Alaska' Cendrier, designed in 1931 Alexandrite glass, mould-blown, faceted and polished; Marcilhac no. 973

11.7cm high, stencilied R.LALIQUE

### £1,000 - 1,500

### 9

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Post-War 'Remy Martin' Cendrier clear glass, intaglio mould-blown, frosted and polished 11.3cm diameter, unmarked

£300 - 500

### 0

### RENÉ LALIQUE (FRENCH 1860-1945)

An 'Écureuil' Cendrier, designed in 1931 amber glass, mould-blown, frosted and polished; Marcilhac no. 315 12cm high, stencilled 'R.LALIQUE FRANCE'

### £600 - 900

### 11

### RENÉ LALIQUE (FRENCH, 1860-1945)

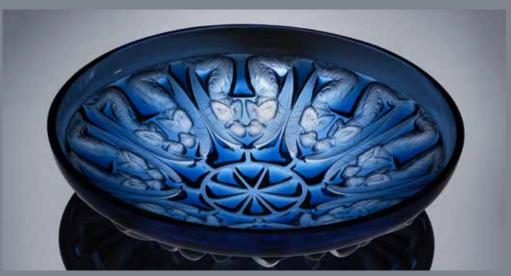
A 'Deux Colombes' Cendrier, designed in 1931 clear glass, moulded, frosted and polished; Marcilhac no. 320 10cm diameter, stencilled 'R.LALIQUE'

### £200 - 300





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### 12

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Nemours' Bowl, designed in 1929 clear glass, mould-blown, frosted and polished, with sepia staining and brown enamelling; Marcilhac no. 404 25.8cm diameter, moulded 'R,LALIQUE FRANCE'

### £800 - 1,200

### 13

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Fleur' Bowl, designed in 1912 opalescent glass, mould-blown, frosted, and polished, with grey staining and brown enamelling; Marcilhac no. 3100 11.5cm diameter, moulded 'R.LALIQUE' and stencilled 'R.LALIQUE FRANCE'

£300 - 500

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Anges' Bowl, designed in 1930 blue glass, mould-blown, frosted and polished; Marcilhac no. 410 *37cm diameter, stencilled 'R.LALIQUE FRANCE'* 

### £4,000 - 6,000

Exhibited at the Musée Lalique, France.



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RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Cyprins' Bowl, designed in 1921 opalescent glass, mould-blown and polished, shallow form with inverted rim; Marcilhac no. 379 *34cm diameter, engraved 'R.Lalique'* 

£2,500 - 3,500

### 15



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Martigues' Bowl, designed in 1920 opalescent glass, mould-blown, frosted and polished; Marcilhac no. 577 *36.5cm diameter, moulded 'R.LALIQUE' and* wheel-cut 'FRANCE'

£2,000 - 3,000

Exhibited at the Musée Lalique, France.

### 16



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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Moineaux Moquers' Bowl, designed 1930 clear glass, mould-blown, frosted and polished; Marcilhac no. 412 40cm long, stencilled 'R.LALIQUE FRANCE'

£1,500 - 2,<u>500</u>

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Set of Four 'Surtout Quatre Saisons', Statuettes: Printemps, Été, Automne, and Hiver, designed in 1939 clear glass, mould-blown, frosted and polished; Marcilhac nos. 839, 840, 841 and 842 each 20cm high, each stencilled 'R.LALIQUE FRANCE

£2,500 - 3,500



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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Groupe de Six Moineaux' Decorative Motif, designed in 1933 clear glass, mould-blown, frosted and polished; Marcilhac no. 1218 29.8cm long, stencilled 'R.LALIQUE FRANCE'

£2,000 - 3,000

### 20

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Set of Four Table Ornaments: Printemps, Été, Automne, and Hiver, designed in 1939 clear glass, mould-blown, frosted and polished, one with light sepia staining; Marcilhac no. 10-3467 *tallest 95cm high, each stencilled 'R.LALIQUE'* 

£1,00<u>0 - 1,500</u>











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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Pigeon Gand' Decorative Motif, designed in 1927 clear glass, mould-blown, frosted, and polished; Marcilhac no. 1205 27cm long, stencilled 'R.LALIQUE FRANCE'

### £500 <u>- 700</u>

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A Post-War 'Pigeon Verviers' Decorative Motif, designed in 1932 clear glass, mould-blown, frosted and polished; Marcilhac no. 1206 27.8cm long, engraved 'Lalique France'

### £400 <u>- 600</u>

### 23

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Truite' Decorative Motif, designed in 1933 clear glass, frosted and polished; Marcilhac no. 1215 35.5cm long, stencilled 'R.LALIQUE FRANCE'

### £2,000 - 3,000

Exhibited at the Musée Lalique, France.





A 'Pigeon Vèrviers' Décorative Motif, designed in 1932 clear glass, mould-blown, frosted and polished; Marcilhac no. 1206 29cm long, stencilled 'R.LALIQUE.

### £500 - 700

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Pigeon Bruges' Décorative Motif, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1204 25cm long, stencilled 'R.LALIQUE FRANCE'

### £500 - 700

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Aubépines' carafe, designed in 1914 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no.3157

£1,200 - 1,800

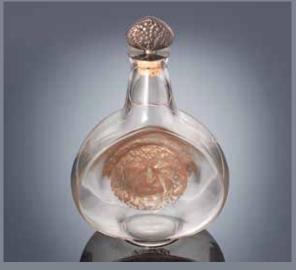
### RENÉ LALIQUE (FRENCH, 1860-1945)

mould-blown, frosted and polished, the stopper with grey staining; Marcilhac no. 3152 31cm high, engraved 'Lalique', '18' to bottle and stopper

£700 - 1,000











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## RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Masques' Carafe, designed in 1913 mould-blown, frosted and polished, with sepia staining, the stopper of silvered metal; Marcilhac no. 3156

### £1,500 - 2,500

Exhibited at the Musée Lalique, France, and is illustrated in Tableware, Musée Lalique, 2017, p.22. It is also illustrated in Zoom Sur Lalique, Denise Bloch and Rachel Quinet, Éditions Association d'idées, Collection Zoom, Nancy, pps.46-47.

### RENÉ LALIQUE (FRENCH, 1860-1945)

mould-blown, frosted and polished, with sepia staining and brown enamelling; Marcilhac no.3155 25cm high, engraved 'Lalique'

£700 - 1,000

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Côtes Plates' Carafe and an Early Coquilles' Carafe, designed 1919 and 1920 both of clear glass, mould-blown, frosted and polished; Marcilhac nos. 3160 and 3163

24.5cm and 34cm high, moulded extended-L 'LALIQUE', the other moulded 'R.LALIQUE' and engraved 'Lalique', '23' to bottle and stopper

£500 - 700





A 'Lézards' Carafe, designed in 1912 clear glass, mould-blown and frosted, with traces of grey staining; Marcilhac no. 3168

### £6,000 - 8,000



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Six Têtes' Carafe, designed in 1914 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 3159 *35.7cm high, moulded extended-L 'LALIQUE' and engraved 'R.Lalique France'* 

### £4,000 - 6,000

Exhibited at the Musée Lalique, France, and is illustrated in Tableware, Musée Lalique, 2017, p.22.





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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Quatre Grenouilles' Glass, designed in 1912 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no 3751 14cm high, engraved 'R.Lalique France'

### £500 - 700

Exhibited at the Musèe Lalique, France.

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Mouettes' Madère Glass, designed in 1938 clear glass, frosted, faceted and polished; Marcilhac no. Services de Verres E 19.5cm high, wheel-cut 'R LALIQUE'

### £1,500 - 2,500

This is a rare example from the non-commercial service designed for the royal visit by King George VI and Queen Elizabeth to France in July 1938. The service can be seen in situ with the royals - in a contemporary photograph - during their visit in the catalogue raisonné René Lalique 1860-1945, Felix Marcilhac, Les Éditions de L'Amateur, 1989, p.152.



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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Mouettes' Bordeaux Glass, designed in 1938 clear glass, mould-blown, frosted, faceted and polished; Marcilhac no. Services de verres E 20.5cm high, wheel-cut 'R LALIQUE'

### £1,500 - 2,500

This is a rare example from the non-commercial service designed for the royal visit by King George VI and Queen Elizabeth to France in July 1938. The service can be seen in situ with the royals - in a contemporary photograph - during their visit in the catalogue raisonné René Lalique 1860-1945, Felix Marcilhac, Les Éditions de L'Amateur, 1989, p.152.

RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Bague Lézards' Glass, designed in 1912 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 3754 *13.3cm high, engraved 'R.Lalique'* 

£500 - 700

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Louveciennes' Box and Cover, designed in 1910

clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 5 8.8cm diameter, engraved 'R.Lalique France' and moulded 'LALIQUE DEPOSE'

### £5,000 - 7,000

Exhibited at the Musée Lalique, France, and is illustrated in Poet of Glass, Musée Lalique, p.21, 2017.



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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Faune et Figures' Box and Cover, designed in 1910 clear glass, mould-blown, frosted and polished, with black enamel and sepia staining; Marcilhac no. 18 6.3cm square, moulded 'R.LALIQUE' and engraved 'Finnigans Bond St. w.'

### £2,000 - 3,000

Exhibited at the Musée Lalique, France, and is illustrated in Poet of Glass, Musée Lalique, p.38, 2017.





RENÉ LALIQUE (FRENCH, 1860-1945) A 'Dinard' Box and Cover, designed in 1927 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 78 12.5cm long, engraved and moulded 'R.LALIQUE'

£1,500 - 1,800



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Cheveux de Venus' Box and Cover, designed in 1910 clear glass, frosted and polished, with grey staining; Marcilhac no. 63 *7cm diameter, engraved 'R.Lalique France* 

£800 - 1,200



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Quatre Scarabees' Box and Cover, designed in 1911 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 15 8.7cm diameter, moulded 'R.LALIQUE'

£500 - 800







the cover of mould-blown and frosted clear glass, celluloid box;

Marcilhac no. 59 8.5cm diameter, glass moulded 'R.LALIQUE', celluloid impressed 'LALIQUE'

### £500 - 800

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Isabelle' Box and Cover, designed in 1924 clear glass, mould-blown and frosted, with sepia staining; Marcilhac no. 64

£300 - 500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Marguerites' Box and Cover, designed in 1920 clear glass, mould-blown and frosted; Marcilhac no. 69

### £200 - 300

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Compiègne' Box and Cover, designed in 1924 the cover of mould-blown and frosted clear glass, celluloid box; Marcilhac no. 58 8.5cm diameter, celluloid impressed 'LALIQUE'

£400 - 600













A 'Chantilly' Box and Cover, designed in 1924 clear glass, mould-blown, frosted and polished; Marcilhac no. 62 8.5cm high, moulded 'R.LALIQUE'

### £300 - 500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Guirlande de Graines' Box and Cover, designed in 1920 clear glass, mould-blown and frosted, with grey staining, Marcilhac no.28 10.2cm diameter, moulded with VDA eye mask trademark

### £300 - 500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Pigeons' Box and Cover, designed in 1919 clear glass, mould-blown and frosted; Marcilhac no. 34 7cm diameter, moulded 'R.LALIQUE'

£700 - 1,000

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Trois Paons' Box and Cover, designed in 1919 clear glass, mould-blown and frosted; Marcilhac no. 30 *7.2cm diameter, moulded 'R.LALIQUE'* 

£700 - 1,000





A 'Ambre' Scent Bottle and Stopper for D'Orsay, designed in 1911 moulded, frosted, and polished, with sepia staining

### £3,000 - 5,000

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Styx' Scent Bottle and Stopper for Coty, designed in 1911 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no.

12.3cm high, intaglio 'LALIQUE', the bottle and stopper engraved '26'

£800 - 1,200

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Rare 'Moraima' Scent Bottle and Stopper for GAL, designed in 1926 clear glass, mould-blown, frosted and polished; Marcilhac no.GAL-1 8cm diameter, bottle moulded 'R.LALIQUE', stopper 'GAL MADRID', both engraved '137'

£3,000 - 5,000





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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Lentilles' Scent Bottle and Stopper, designed in 1912 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 485

85 8cm diameter, engraved 'R.Lalique', the bottle and stopper engraved '168'

### £700 - 900

This item is illustrated in Perfume Bottles, Musée Lalique, 2017, p.31.

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Fragonard' Scent Bottle and Stopper for Fragonard, designed in 1911 clear glass, mould-blown, frosted and polished; Marcilhac no. Fragonard-1 13.8cm high, moulded 'R.LALIQUE FRANCE', the bottle and stopper engraved '498'

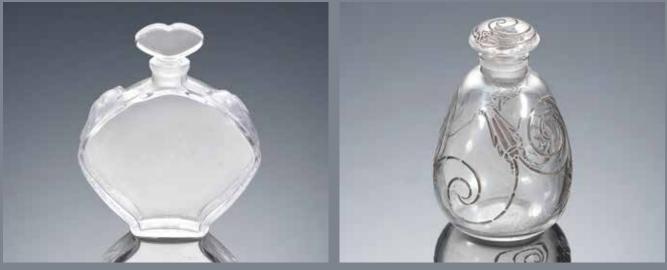
### £400 - 600

### RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Lunaria' Scent Bottle and Stopper, designed in 1912 clear glass, mould-blown, frosted and polished; Marcilhac no. 482 8cm diameter, engraved 'Lalique'

£2,000 - 2,500





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### 56 RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Quatre Soleils' Scent Bottle and Stopper, designed in 1912 clear glass, mould-blown, frosted, and sepia

clear glass, mould-blown, frosted, and sepia stained, with foil inclusions giving illusion of bottle being illuminated from within 8cm diameter, engraved 'R.LALIQUE', '328a' to bottle and stopper

### £5,000 - 7,000

This is illustrated in Perfume Bottles, Musée Lalique, 2017, p.31.

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Niobe' Scent Bottle and Stopper for Violet, designed in 1919 clear glass, mould-blown, frosted and polished; Marcilhac no. Violet-1 11cm high, intaglio 'RL', the stopper and bottle engraved '172'

£1,000 - 1,500

### 08 <u>RENÉ LA</u>LIQUE (FRENCH, 1860-1945)

An Early 'Capricornes' Scent Bottle and Stopper, designed in 1912 clear glass, mould-blown, frosted and polished, with grey staining: Marcilhac no. 484 8cm high, engraved 'Lalique', '18' to bottle and stopper

£1,500 - 2,500

### RENÉ LALIQUE (FRENCH, 1860-1945) A 'Côte D'Azur' Statuette, designed in 1929 clear glass, mould-blown, frosted and polished 16.5cm high, moulded inscription 'WL CÔTE D'AZUR PULLMAN EXPRESS 9 DECEMBRE 1929 PLM' and intaglio 'R LALIQUE'

### £5,000 - 7,000

This statuette, modelled after the famed 'Vitesse' glass car mascot also by Lalique, was created to commemorate the inaugural Paris Gare de Lyon to Ventimiglia journey of the Côte D'Azur Pullman Express, operated by the French rail companies, Compagnie Internationale des Wagons-Lits and Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée, and was presented to passengers of the train.

See Plate 87, Car Mascots, An Enthusiasts Guide, by Giuseppe Sirignano and David Sulzberger.

Exhibited at the Musée Lalique, France.

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.

CONTE D'AZUR

0015





A 'Figurine Avec Guirlande De Fruits' Statuette, designed in 1913 clear glass, mould-blown and frosted, with sepia staining; Marcilhac no. 825 21cm high, wheel-engraved 'R.LALIQUE'

### £2,000 - 3,000

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Sainte Thérèse De L'Enfant Jésus' Statuette, designed in 1935 clear glass, mould-blown, frosted and polished, mounted in an ebonised wood base; Marcilhac no. 1221 *37cm high, stencilled 'R.LALIQUE FRANCE'* 

### £1,000 - 1,500

### RENÉ LALIQUE (FRENCH, 1860-1945)

clear glass, mould-blown, frosted and polished, with traces of grey staining; Marcilhac no. 831 10.5cm high, very faintly moulded 'R.LALIQUE' and engraved 'R.Lalique'

### £2,000 - 3,000

Exhibited at the Musee Lalique, France.







An Early Post-War 'Floreal' Statuette and a 'Pasteur' Plaque, designed in 1942 and 1922 the statuette of clear glass, mould-blown, frosted and polished, mounted on a square black vitrolite base; Marcilhac no.1184 the plaque of clear glass, mould-blown, frosted, and in original pesentation box; Marcilhac no. Motif Décoratifs B statuette 8.5cm high, stencilled 'LALIQUE FRANCE'; plaque 10cm diameter, moulded 'R.LALIQUE' and 'LOUIS PASTEUR 1822 . 1922'

£250 - 350

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'La Madone a L'Enfant' Figure, designed in 1938 clear glass, mould-blown, frosted and polished, Marcilhac no. 1227 19.5cm high, stencilled 'R.LALIQUE FRANCE'

£800 - 1,200

RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Statuette Drapée' seal, designed in 1912 clear glass, mould-blown, frosted, and polished, with light green staining; Marcilhac no. 181

£1,000 - 1,500

A 'Naïade' Car Mascot, designed in 1920 clear glass, mould-blown, frosted and polished, with sepia staining;

### £1,500 - 2,500





### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Naïade' Car Mascot, designed in 1920 opalescent glass, mould-blown, frosted and polished; Marcilhac no. 832

FRANCE No.831'

### £3,000 - 5,000

Aquatique World of Lalique, a Connaissance Des Arts Special Issue in collaboration with Musée Lalique, Société Française de Promotion Artistique, 2014, p.19.



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Sirène' Car Mascot, designed in 1920 clear glass, mould-blown, frosted and polished, with blue staining,

### £2,000 - 3,000

Exhibited at the Musée Lalique, France, and is illustrated in The Aquatique World of Lalique, a Connaissance Des Arts Special Issue in collaboration with Musée Lalique, Société Française de Promotion Artistique, 2014, p.19.





### 69-73

### 69

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Poisson' Seal, designed in 1913 opalescent glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 182 *4.8cm high, intaglio 'LALIQUE' and engraved 'France'* 

### £100 - 150

### 70

RENÉ LALIQUE (FRENCH, 1860-1945)

blue glass, moulded, frosted and polished, Marcilhac no.182 4.8cm high, intaglio 'LALIQUE' and engraved 'France'

### £100 <u>- 150</u>

### 71

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Poisson' Seal, designed in 1913 green glass, mould-blown, frosted and polished; Marcilhac no. 182 4.8cm high, intaglio 'LALIQUE' and engraved 'France'

### £100 <u>- 150</u>

### 72

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Poisson' Seal, designed in 1913 teal glass, mould-blown, frosted and polished; Marcilhac no. 182 *4.9cm high, intaglio 'LALIQUE' and engraved 'France'* 

### £10<u>0 - 150</u>

### 73

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Poisson' Seal, designed in 1913 grey glass, mould-blown, frosted and polished; Marcilhac no. 182 4.8cm high, intaglio 'LALIQUE' and engraved 'France'

£100 - 150









A 'Renard' Seal, designed in 1926 clear glass, mould-blown and polished, Marcilhac no. 217

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Pelican' Seal, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 222 7.3cm high, engraved 'R.Lalique'

### £700 - 1,000

Exhibited at the Musée Lalique, France.



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Trois Papillons' Seal, designed in 1919 clear glass, intaglio mould-blown, frosted and polished, with light grey staining; Marcilhac no.197 6.5cm high, engraved 'R.Lalique' and 'France'

### £700 - 1,000

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Alaska' and a 'Naïade seal, designed in 1931 and 1930 one is opalescent glass, mould-blown and polished; Marcilhac no. 236; the other of clear glass, moulded-blown, frosted and polished; Marcilhac no. 221 *7cm and 9cm high, both engraved 'R.Lalique'* 

£500 - 700





A 'Sauterelle' Seal, designed in 1913 electric blue glass, mould-blown, frosted and polished; Marcilhac no. 183

£500 - 700

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Chamois' Seal, designed in 1931 mould-blown and polished; Marcilhac no. 226 4.8cm high, stencilled 'R.LALIQUE FRANCE'

£500 - 800



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Soucis' Seal, designed in 1931 amber glass, mould-blown, frosted and polished; Marcilhac no. 235 8.5cm high, engraved 'R.Lalique France'

£300 - 500









An Early 'Victoire' Seal, designed in 1920 clear glass, mould-blown, frosted, and polished, with light grey staining, and engraved monogram to underside of base; Marcilhac

### £600 - 800

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Mouche' Seal, designed in 1912 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 180

### £700 - 1,000

This was previously in the collection of Marie-Claude Lalique - see Vente Lalique, Drouot Montaigne, Boisgiraud & Associes, by Felix Marcilhac, 6 December 2005, featuring a wide range of René Lalique items from the estate of Marie Claude Lalique, lot no. 114.



### RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Trois Papillons' Seal, designed in 1919 clear glass, intaglio mould-blown, frosted and polished, with grey staining; Marcilhac no. 197

### £500 - 800

### RENÉ LALIQUE (FRENCH, 1960-1945)

A 'Deux Colombes' Seal, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 230

£300 - 500





### RENÉ LALIQUE

A 'Bressan' Seal, designed in 1931 clear glass, mould-blown, frosted and polished, Marcilhac no. 232 9.5cm long, engraved 'R.Lalique'

£2,000 - 3,000

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Hiboux' Seal, designed in 1931 clear glass, mould-blown, frosted and polished, and engraved monogram to the underside; Marcilhac no.237 *7.5cm high, stencilled 'R.LALIQUE'* 

£1,500 - 2,500

### RF



### RENÉ LALIQUE (FRENCH, 1845-1945)

A 'Les Sources' Seal, designed in 1925 clear glass, intaglio moulded-blown, frosted and polished; Marcilhac no. 199 7.8cm high, intaglio 'Les Sources' and 'R.LALIQUE'

£1,500 - 2,500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Danseuses' Seal, designed in 1919 clear glass, intaglio mould-blown, frosted and polished; Marcilhac no. 194 6.7cm high, engraved 'R.Lalique'

£1,500 - 2,500



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

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### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Hirondelles' Seal, designed in 1919 clear glass, mould-blown, frosted and polished, with traces of blue staining; Marcilhac no. 188 5cm high, engraved 'R.Lalique'

£800 - 1,200

### 90 Dei

RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Bluets' Seal, designed in 1912 electric blue glass, mould-blown, frosted and polished; Marcilhac no. 178

£700 - 1,000



A 'Pigeons' Seal, designed in 1913 clear glass, mould-blown, frosted and polished, with light grey staining; Marcilhac no. 186

### £2,000 - 3,000

# RENÉ LALIQUE (FRENCH, 1860-1945) An 'Athlètes' Seal, designed in 1931 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 229 9.7cm high, stencilled 'R.LALIQUE'

£2,000 - 3,000



### RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Aigle' Seal, designed in 1912 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 184 9cm high, engraved 'Lalique'

£2,000 - 3,000

A 'Tête D'Aigle' Seal, designed in 1911 amber glass, mould-blown, frosted and polished; Marcilhac no. 175 8cm high, engraved 'R.Lalique France No.175'

£500 - 800





# RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Tête D'Aigle' Seal, designed in 1911 moulded, frosted, and polished, with grey staining, and engraved monogram to underside of base; Marcilhac no. 175 8cm high, engraved 'Lalique'

£300 - 500





# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête D'Aigle' Seal, designed in 1911 black glass, mould-blown, frosted and polished; Marcilhac no. 175

£600 - 900





# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Chardonneret Timide' Paperweight, designed in 1931 pale yellow glass, frosted and polished; Marcilhac no. 1209 12.5cm high, stencilled 'R.LALIQUE'

£250 - 350



### 8

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Taureau Sacre' Paperweight, designed in 1938 clear glass, mould-blown, frosted, and polished; Marcilhac ref. Presse-Papiers A 9.2cm long, stencilled 'ROTTERDAM LLOYD ROYAL DUTCH MAIL' and 'R.LALIQUE FRANCE'

£300 - 500



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Antilope' paperweight, designed in 1929 clear glass, mould-blown and polished; Marcilhac no. 1148 8.7cm high, engraved 'R.Lalique France'

£300 - 500

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





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#### 100

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Barbillon' Paperweight, designed clear glass, mould-blown, frosted and polished; Marcilhac no. 1176 9.4cm long, stencilled 'R.LALIQUE'

#### £300 - 500

#### 101

# RENÉ LALIQUE (FRENCH, 1860-1945)

A Rare 'Renne' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1197 9.5cm high, stencilled 'R.LALIQUE FRANCE'

#### £500 - 800



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#### 102

# RENÉ LALIQUE (FRENCH, 1845-1960)

A 'Double Marguerite' Paperweight, designed in 1919 deep amber glass, mould-blown, frosted and polished; Marcilhac no. 802 8cm high\_engraved 'B | ALIOLIE'

£300 - 500

#### 103

# RENÉ LALIQUE (FRENCH, 1845-1960)

An Early 'Double Marguerite' Paperweight, designed in 1919 amber glass, mould-blown, frosted and polished, with traces of white staining; Marcilhac no. 802 8cm high, engraved 'Lalique'

£300 - 500





04

# RENÉ LALIQUE (FRENCH, 1860-1945)

A Post-War 'Taureau' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1194 11cm long, stencilled 'LALIQUE FRANCE'

£300 - 500

### 05

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Daim' Paperweight, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1168 8cm high, moulded 'R.LALIQUE'

£200 - 300

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# 06

# RENÉ LALIQUE (FRENCH, 1860-1945)

A Post-War 'Bison' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1196 12cm long, stencilled 'LALIQUE FRANCE'

£300 - 500





Three 'Moineau' Paperweights: 'Fier', Hardi' and 'Timide', designed in 1929 each of clear glass, moulded, frosted, polished, and each with traces of sepia staining; Marcilhac nos.1149, 1150 and 1151 8.3, *9.2 and 9.3cm high, each moulded and engraved 'R.Lalique* 

£300 - 500

# RENÉ LALIQUE (FRENCH, 1860-1945)

Three 'Chardonneret' Paperweights: 'Timide', 'Hardi' and Moqueur', designed in 1931 each of clear glass, mould-blown, frosted and polished, 'Timide' and 'Hardi' with traces of sepia staining; Marcilhac nos.1209, 1210 and

£750 - 1,000





A 'Moineau Sur Socle, Ailes Ouvertes' Paperweight, designed in 1929

Marcilhac no.1155 12cm long, moulded 'R.LALIQUE FRANCE' and engraved 'R.Lalique France'

£500 - 700

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Moineau Sur Socle, Ailes Croisées' Paperweight, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1154 11cm high, moulded 'R.LALIQUE FRANCE'

£500 - 700

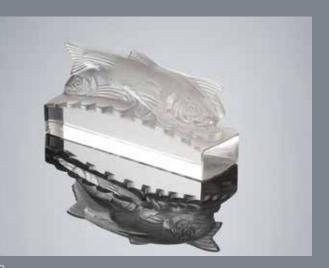


# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Moineau Sur Socle, Ailes Fermées' Paperweight, designed in 1929 clear glass, mould-blown, frosted and polished, Marcilhac no. 1156 11.5cm high, very faint moulded mark and engraved 'R.Lalique France'

£500 - 700





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#### 112

### RENÉ LALIQUE (FRENCH, 1860-1945)

A Very Rare 'Trois Sardines' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 804 *10cm long, stencilled 'R.LALIQUE' and engraved '47'* 

## £1,000 - 1,500

Exhibited at the Musée Lalique, France.

#### 113

# RENÉ LALIQUE (FRENCH, 1860-1945)

A Very Rare 'Deux Sardines' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 803 *10cm long, stencilled 'R.LALIQUE' and engraved '46'* 

#### £1,000 - 1,500

Exhibited at the Musée Lalique, France.

#### 114 RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Crabe' Paperweight, designed in 1933 clear glass, mould-blown, frosted and polished; Marcilhac no. 1219 16cm long, stencilled 'R.LALIQUE FRANCE'

## £2,000 - 3,000

Exhibited at the Musée Lalique, France.





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# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Chrysis' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1183 13.5cm high, stencilled 'R.LALIQUE FRANCE'

£1,500 - 2,500

### 16

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Toby, Elephant' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1192 8.3cm high, stencilled 'R.LALIQUE'

£1,500 - 2,500



# 117

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Éléphant' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1191 15.5cm high, stencilled 'R.LALIQUE FRANCE'

### £1,000 - 1,500

This was by far the most expensive of Lalique's paperweights when new in 1931, costing even more than the Renard (Fox), and thus appears very rarely in pre-war form.





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#### 118

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Tourterelles' Paperweight, designed in 1925 opalescent glass, mould-blown, frosted and polished, with bluish green staining; Marcilhac no. 1128 *11.8cm high, engraved 'R. Lalique France'* 

# £1,000 - 1,500

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# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Cheval' Paperweight, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1159 9.3cm long, moulded 'R.LALIQUE FRANCE'

£800 - 1,200



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#### RENÉ LALIQUE (FRENCH, 1845-1960)

A 'Deux Aigles' Paperweight, designed in 1914 deep amber glass, mould-blown, frosted and polished, with white staining; Marcilhac no. 801 10.3cm wide, intaglio 'R.LALIQUE'

# £1,000 - 1,500

#### 12

# RENÉ LALIQUE (FRENCH, 1845-1960)

A 'Deux Tourterelles' Paperweight, designed in 1925 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 1128 12cm high, stencilled 'R.LALIQUE FRANCE'

£1,000 - 1,500







A 'Chat Paperweight, designed 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1162

#### £1,500 - 2,500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Rhinoceros' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1195 11.5cm high, stencilled 'R.LALIQUE FRANCE'

£1,000 - 1,500



# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Rhinoceros' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1195 11.5cm high, stencilled 'R.LALIQUE FRANCE'

£1,000 - 1,500

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Chat' Paperweight, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1162 11.5cm long, engraved 'R.Lalique France'

£1,500 - 2,500





# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Langoustine' Paperweight, designed in 1933 clear glass, mould-blown, frosted and polished; Marcilhac no. 1220 20.2cm high, stencilled 'R.LALIQUE FRANCE'

#### £2,000 - 3,000

Exhibited at the Musée Lalique, France.



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# RENÉ LALIQUE (FRENCH, 1860-1945)

RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Aigles' Paperweight, designed in 1914 clear glass, mould-blown, frosted, and polished; Marcilhac no. 801

A 'Chouette' Paperweight, designed in 1931 clear glass, mould-blown, frosted and polished; Marcilhac no. 1193 9cm high, stencilled 'R.Lalique France'

£1,000 - 1,500

£1,000 - 1,500



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# 128

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.



A 'Longchamp A' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1152A 15.5cm high, moulded 'R.LALIQUE FRANCE'

# £15,000 - 25,000

Exhibited at the Musée Lalique, France, and an image of this piece was used for a souvenir postcard at the museum. It is also illustrated in the Lalique & Wingen-Sur-Moder publication, Les Amis du Musée Lalique, July 2011, p.23.

# RENÉ LALIQUE (FRENCH 1860-1945)

A 'Tête D'Épervier Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished; Marcilhac no. 1139 6.5cm high, moulded 'LALIQUE FRANCE'

#### £1,500 - 2,500

Exhibited at the Musée Lalique, France.



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

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# RENÊ LALIQUE (FRENCH, 1860-1960)

A 'Saint-Christophe' Car Mascot, designed in 1928 clear glass, intaglio mould-blown, frosted and polished, with a pale brown staining; Marcilhac no.1142 *11.8cm high, intaglio 'R.LALIQUE FRANCE'* 

# £1,000 - 1,500

Exhibited at the Musée Lalique, France.

### 132

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête de Coq' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 1137 *18cm high, intaglio 'LALIQUE FRANCE'* 

£1,000 - 1,<u>500</u>

Exhibited at the Musée Lalique, France.







A 'Faucon' Car Mascot, designed in 1928 the clear glass of amethyst hue, mould-blown, frosted and polished; Marcilhac no. 1124

### £1,800 - 2,200

#### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête D'Aigle' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished; Marcilhac no. 1138 11cm high, moulded 'R.LALIQUE' and stencilled 'LALIQUE FRANCE'

### £1,000 - 1,500

Exhibited at the Musée Lalique, France.



# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Coq Nain' Car Mascot, designed in 1928 the glass of an amethsyt hue, mould-blown, frosted and polished; Marcilhac no. 1135

# £500 - 800

et l'art du voyage', L'Objet D'Art Hors-Séries, Éditions Faton, Dijon Cedex, 2016, p.47.

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Coq Nain' Car Mascot, designed in 1928 topaz glass, moulded, frosted, and polished; Marcilhac no.1135 20.2cm high, moulded 'R.LALIQUE FRANCE'

### £1,500 - 2,500

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







**RENÉ LALIQUE (FRENCH, 1860-1960)** A 'Sanglier Car Mascot, designed in 1929 topaz glass, mould-blown, frosted and polished; Marcilhac no. 1157 9cm long, moulded 'R.LALIQUE FRANCE'

### £1,500 - 2,500

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Sanglier' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no.

### £1,000 - 1,500

# RENÉ LALIQUE (FRENCH, 1845-1960)

A 'Sanglier' Car Mascot, designed in 1929 grey glass, mould-blown, frosted and polished; Marcilhac no. 1157 *9cm long, moulded 'R.LALIQUE' and stencilled 'R.LALIQUE FRANCE'* 

### £1,000 - 1,500





A 'Grenouille' Car Mascot, designed in 1928 pale amethyst glass, mould-blown, frosted and polished; Marcilhac no. 1146

# £7,000 - 10,000

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Longchamp B' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1152

# £6,000 - 8,000





A 'Tête de Paon Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished, seated in a chromed metal mount on a turned wood base; Marcilhac no. 1140 24.5cm high, intaglio 'R.LALIQUE' and 'FRANCE' in groove

### £6,000 - 8,000

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Pintade' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished, seated in a chromed metal base; Marcilhac no. 1164 14cm high, moulded 'R.LALIQUE FRANCE' and wheel-cut 'R.LALIQUE FRANCE'

# £3,000 - 5,000

**RENÉ LALIQUE (FRENCH, 1860-1945)** A 'Victoire' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished; Marcilhac no. 1147 *26cm long, moulded 'R.LALIQUE'* 

# £10,000 - 15,000

Exhibited at the Musée Lalique, France, and is illustrated in Poet of Glass, Musée Lalique, 2017, p.31. It is also illustrated in 'Lalique et l'art du voyage', L'Objet D'Art Hors-Séries, Éditions Faton, Dijon Cedex, 2016, p.46 and the Lalique & Wingen-Sur-Moder publication, Les Amis du Musée du Lalique, July 2011, p.23.

please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Epsom'Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished, and seated in a chromed metal mount on a turned wood base; Marcilhac no. 1153 18.5cm long, moulded 'R.LALIQUE FRANCE'

#### £4,000 - 6,000

Exhibited at the Musée Lalique, France.



145

### 146

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Coq Houdan' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished, Marcilhac no. 1161 19.8cm high, wheel engraved 'R.LALIQUE FRANCE'

£3,000 - 5,000

Exhibited at the Musée Lalique, France.



RENÉ LALIQUE (FRENCH, 1860-1945) A 'Tête de Paon' Car Mascot, designed in 1928 turquoise glass, mould-blown, frosted, polished, and with modern presentation case; Marcilhac no. 1140 17.8cm high, intaglio 'R.LALIQUE' and 'FRANCE' in groove

£15,000 - 25,000

Exhibited at the Musée Lalique, France.

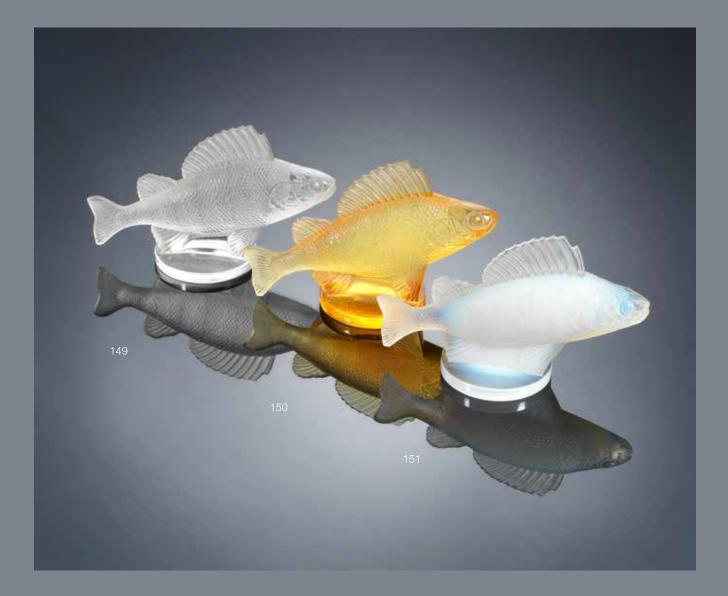
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**RENÉ LALIQUE (FRENCH, 1860-1945)** A 'Tête de Paon' Car Mascot, designed in 1928 blue glass, mould-blown, frosted, polished, and with modern presentation case; Marcilhac no. 1140 *17.8cm high, intaglio 'R.LALIQUE' and 'FRANCE' in groove* 

£15,000 - 25,000

Exhibited at the Musée Lalique, France.

R.LAUREL



A 'Perche' Car Mascot, designed in 1929 clear glass, mould-blown, frosted and polished; Marcilhac no. 1158 *16cm long, engraved 'Lalique' and moulded 'R.LALIQUE'* 

### £600 - 900

Exhibited at the Musée Lalique, France.

# RENÉ LALIQUE (FRENCH, 1860-1945)

and polished; MacJula Cot, Jesigned in 1525 and polished; Marcilhac no. 1158 10cm high, moulded 'R.LALIQUE' and wheel-cut 'R. LALIQUE FRANCE'

# £2,000 - 3,000

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Perche' Car Mascot, designed in 1929 opalescent glass, mould-blown, frosted and polished; Marcilhac no. 1158 16cm long, moulded 'R.LALIQUE', wheel-cut 'R LALIQUE FRANCE', and engraved 'No.1158'

### £1,200 - 1,800

Exhibited at the Musée Lalique, France.

# RENÉ LALIQUE (FRENCH, 1860-1960)

A 'Archer' Car Mascot, designed in 1926 clear glass, moulded, frosted and polished; Marcilhac no. 1126 12cm high, intaglio 'R'LALIQUE', engraved 'FRANCE' and 'No.1126'

### £1,000 - 1,500

Exhibited at the Musée Lalique, France.



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### 153

# RENÉ LALIQUE (FRENCH, 1845-1960)

A 'Hirondelle' Car Mascot, designed in 1928 the glass of faint amethyst hue, mould-blown, frosted and polished; Marcilhac no. 1143 15cm high, moulded 'R.LALIQUE FRANCE'

### £1,200 - 1,800

Exhibited at the Musée Lalique, France, and is illustrated in 'Lalique et l'art du voyage', Objet D'Art Hors-Série, Éditions Faton, Dijon Cedex, 2016, p.4.





A 'Comète' Car Mascot, designed in 1925 clear glass, mould-blown, frosted, polished, and seated in a period nickelled metal mount; Marcilhac no. 1123 19cm long (in mount), moulded 'R.LALIQUE'

£8,000 - 12,000

Exhibited at the Musée Lalique, France.



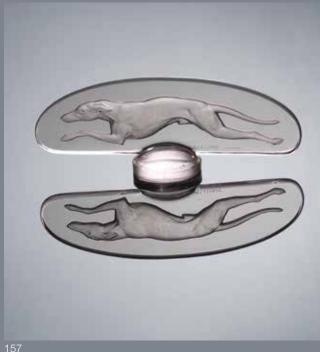
A 'Cinq Chevaux' Car Mascot, designed in 1922 the glass of amethsyt hue, mould-blown, frosted and polished, and in a silvered metal mount on an oval striated marble base; Marcilhac no. 1122 base 25.5cm long, moulded 'R.LALIQUE' and wheel-cut 'FRANCE'

# £8,000 - 12,000



A 'Petite Libellule' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished; Marcilhac no. 1145 16.2cm long, moulded 'LALIQUE FRANCE', and engraved 'R.Lalique

# £3,000 - 5,000



# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Levrier' Car Mascot, designed in 1928 the glass of amethyst hue, mould-blown, frosted and polished; Marcilhac no.1141 19.8cm long, intaglio 'R.LALIQUE FRANCE'

# £3,000 - 5,000

Exhibited at the Musée Lalique, France, and is illustrated in Poet of Glass, Musée Lalique, p.6, 2017

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête de Bélier' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished: Marcilhac no. 1136 9.5cm high, intaglio 'R.LALIQUE FRANCE'

# £4,000 - 6,000

Exhibited at the Musée Lalique, France.



158

### 159

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête D'Épervier' Car Mascot, designed in 1928 opalescent glass, mould-blown and polished; Marcilhac no. 1139 6.5cm high, moulded 'LALIQUE FRANCE'

# £3,000 - 5,000

Exihibited at the Musée Lalique, France.





# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Tête D'Épervier' Car Mascot, designed in 1928 topaz glass, mould-blown, frosted and polished, Marcilhac no. 1139 6.5cm high, moulded 'LALIQUE FRANCE'

### £2,000 - 3,000

Exhibited at the Musée Lalique, France.



### 161 RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Grande Libellule' Car Mascot, designed in 1928 clear glass, mould-blown, frosted and polished; Marcilhac no. 1145 25.5cm high, moulded 'R.LALIQUE' and engraved 'R.Lalique France'

# £4,000 - 6,000

Exhibited at the Musée Lalique, France, and an image of this piece was used for a souvenir postcard at the museum. It is also illustrated in 'Lalique et l'art du voyage', L'Objet D'Art Hors-Séries, Éditions Faton, Dijon Cedex, 2016, p.17. The lot includes a framed colour publicity photograph of the item from the exhibition, signed by the photographer.



**RENÉ LALIQUE (FRENCH, 1860-1945)** A 'Vitesse' Car Mascot, designed in 1929 opalescent, mould-blown, frosted and polished; Marcilhac no. 1160 *18.5cm high, moulded 'R.LALIQUE FRANCE'* 

# £15,000 - 25,000

Exhibited at the Musée Lalique, France, and is illustrated on the cover of 'Lalique et l'art du voyage', L'Objet D'Art Hors-Séries, Éditions Faton, Dijon Cedex, 2016, and again on p.47. The lot includes a framed colour publicity photograph of the item from the exhibition, signed by the photographer.







**RENÉ LALIQUE (FRENCH, 1860-1945)** A Very Rare 'Chrysis' Car Mascot, designed in 1931 opalescent glass, mould-blown, frosted and polished; Marcilhac no. 1183

£30,000 - 50,000



A Unique 'Frise Monnaie Du Pape' Cire Perdue Vase, designed in 1920 clear glass, cast and polished, with grey staining; Marcilhac no. CP247 14.5cm diameter, wheel engraved 'R LALIQUE' and numbered '159-20'

### £25,000 - 35,000

An impression of a distinct thumbprint is preserved in the surface of the underside. See lot 60, Important Lalique from the Collection of Marvin Kagan and Diane Austin, Sotheby's, New York, 1 December 1993.













A 'Bandes de Roses' Vase, designed in 1919 clear glass, mould-blown and frosted, with dark grey staining; Marcilhac no. 910

### £700 - 900

# RENÉ LALIQUE (FRENCH, 1860-1945)

clear glass, mould-blown, frosted, and polished, with grey staining; Marcilhac no.955 7.5cm high, intaglio 'R.LALIQUE' and engraved 'France'

### £1,000 - 1,500

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Beaulieu (Décor Gravé)' Vase, designed in 1925 topaz glass, mould-blown and engraved; Marcilhac no. 960 17cm high, engraved 'R.Lalique France No.960'

## £700 - 900

# RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Dentele' Vase, designed in 1912 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 943 19cm high, wheel-cut 'LALIQUE'

£800 - 1,200













A 'Camaret' Vase, designed in 1928 cased opalescent glass, mould-blown, frosted and polished;

# £1,000 - 1,500

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Bandes de Roses' Vase, designed in 1919 Marcilhac no. 910 24cm high, intaglio 'R.LALIQUE'

#### £700 - 900

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Acacia' Vase, designed in 1921 pale topaz glass, mould-blown and frosted, with white staining; Marcilhac no. 949

### £800 - 1,200

# RENÉ LALIQUE (FRENCH, 1860-1945)

both of clear glass, mould-blown and polished; Marcilhac nos. 1005 and 10-878 16.3cm and 13cm high, both engraved 'R.LALIQUE FRANCE'

£800 - 1,200

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



173 **RENÉ LALIQUE (FRENCH, 1860-1945)** An Early 'Sirènes Avec Bouchon Figurine' Vase, designed in 1920 mould-blown and frosted, with grey staining; Marcilhac no. 883 *total height 35.8cm high, engraved 'Lalique', vase and figure incised '3'* 

£5,000 - 8,000

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



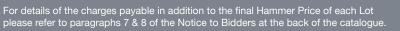
RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Frise Aigles' Vase, designed in 1911 clear glass, mould-blown and frosted, with grey staining; Marcilhac no. 10-925 31.5cm high, stencilled 'R.LALIQUE'

£6,000 - 8,000



(detail)





(detail)



# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Pigeons' Vase, designed in 1924 ice blue glass, mould-blown, frosted and polished, with white staining; Marcilhac no. 939

£4,000 - 6,000

# RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Archers' Vase, designed in 1921 mould-blown, frosted and polished, with grey staining; Marcilhac no. 893 26cm high, intaglio 'R.LALIQUE' and engraved 'R.Lalique France'

£3,000 - 5,000

175



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.

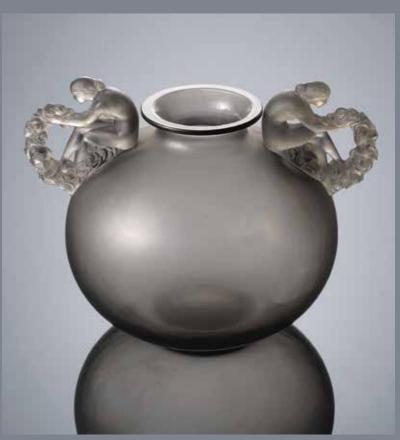
A 'Ronsard' Vase, designed in 1926 pale topaz glass, mould-blown, applied with a figure to either side, frosted and polished, with white staining; Marcilhac no. 982 21cm high, intaglio R.LALIQUE'

£2,000 - 3,000



## RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Bouchardon' Vase, designed in 1926 pale topaz glass, mould-blown, applied with a figure to either side, frosted and polished, with white staining; Marcilhac no. 981 12.5cm high, intaglio 'R.LALIQUE.







179

180

## 179 RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Deux Sauterelles' Vase, designed in 1923 clear glass, mould-blown, frosted and polished; Marcilhac no. 915 23cm high, engraved 'R.Lalique'

#### £1,800 - 2,200

#### 180

## RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Canards' Vase, designed in 1931 cased yellow amber and opalescent glass, mould-blown, frosted and polished, with white staining; Marcilhac no. 1076 *13.5cm high, stencilled 'R.LALIQUE FRANCE'* 

#### £1,200 - 1,500



An Early 'Fontaine, Couvert' Vase, designed in 1912 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 906 15.5cm high, engraved 'Lalique'

#### £1,000 - 1,500

#### 182

#### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Palmes' Vase, designed in 1923 cased yellow amber and opalescent glass, mould-blown, frosted and polished; Marcilhac no. 952 11.5cm high, moulded 'R.LALIQUE MADE IN FRANCE'

£1,000 - 1,500

18







#### 183

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Bordure Bluets' Vase, designed in 1913 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 907 17cm high, wheel-cut 'R.LALIQUE' and engraved 'France'

£1,000 - 1,500

#### 184 RENÉ LALIQUE (FRENCH, 1860-1945)

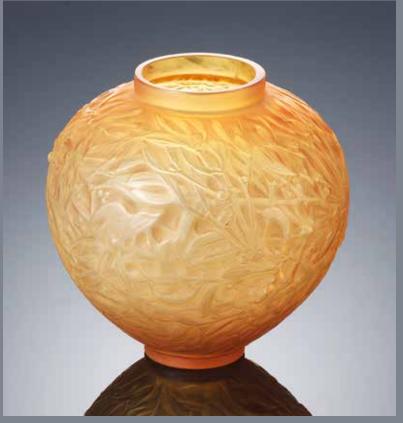
A 'Courges' Vase, designed in 1914 the glass graduating from a clear to amethsyt hue, mould-blown, frosted and polished, with white staining; Marcilhac no. 900 19cm high, intaglio extended-L 'LALIQUE'

£1,500 - 2,500

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

A 'Gui' vase, designed in 1920 amber glass, mould-blown, frosted and polished, with traces of sepia staining; Marcilhac no. 948 16.5cm high, engraved 'R. Lalique'

£1,000 - 1,500



#### RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Deux Moineaux Dormant' Vase, designed in 1920 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 911 20cm high, engraved 'Lalique'

£1,000 - 1,500







#### 187

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Fougères' Vase, designed in 1913 clear glass, mould-blown, frosted and polished, with green staining; Marcilhac no. 923 15.4cm high, moulded and wheel-cut 'R.LALIQUE'

£1,000 - 1,500

#### 188

RENÉ LALIQUE (FRENCH, 1860-1945) An Early 'Bordure Épines' Vase, designed in 1913 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 908 19.8cm high, engraved 'Lalique'

£1,000 - 1,500

188

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.

A 'Monnaie du Pape' Vase, designed in 1914 clear glass, mould-blown, frosted and polished, with grey staining; Marcilhac no. 897 23.3cm high, intaglio 'R.LALIQUE'

£2,000 - 3,000



#### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Malesherbes' Vase, designed in 1927 deep amber glass, mould-blown, frosted and polished; Marcilhac no. 1014 23cm high, engraved 'R.LALIQUE FRANCE No.1014'





A 'Montargis' Vase, designed in 1929 clear glass, mould-blown frosted and polished, with grey staining; Marcilhac no. 1022 20.5cm high, intaglio 'R.LALIQUE FRANCE' and engraved 'R.Lalique France'

£2,000 - 3,000



### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Ormeaux' Vase, designed in 1926 deep amber glass, mould-blown, frosted and polished, with white staining; Marcilhac no. 984 18cm high, engraved 'R.LALIQUE FRANCE No.984'

#### 193

### RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Senart' vase, designed in 1934 cased opalescent glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 1098 21.2cm high, stencilled 'R.LALIQUE FRANCE'

£2,000 - 3,000



193

#### 194

#### RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Soleil' Vase, designed in 1913 clear glass, mould-blown, frosted, and polished, with sepia staining and brown enamelling; Marcilhac no. 926 20.3cm high, moulded 'LALIQUE'





#### 195

## RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Lutteurs' Vase, designed in 1914 clear glass, mould-blown, frosted and polished, with sepia staining: Marcilhac no. 172 13.5cm high, wheel-engraved 'LALIQUE'

£3,000 - 5,000

#### 195



# RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Sirènes et Cabochons' Vase, designed in 1914 mould-blown, frosted and polished, with grey staining; Marcilhac no. 899 20.4cm high, moulded 'R.LALIQUE' and engraved 'Lalique'

£3,000 - 5,000

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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.

# RENÉ LALIQUE (FRENCH, 1860-1945) A 'Cigognes' Vase, designed in 1926 clear glass, mould-blown, frosted and polished, with sepia staining; Marcilhac no. 965 18cm high, intaglio 'R.LALIQUE'

£4,000 - 6,000



## RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Koudour' vase, designed in 1926 clear glass, mould-blown and polished, with black enamelling; Marcilhac no. 968 17.5cm high, intaglio 'R.LALIQUE' and engraved 'R.Lalique France'







A 'Sauterelles' Vase, designed in 1913 mould-blown, frosted and polished, with blue and lime green staining, Marcilhac no. 888 27cm high, engraved 'R.Lalique France'

#### £4,000 - 6,000

Exhibited at the Musée Lalique, France, and is illustrated in Poet Of Glass, Musée Lalique, 2017, p.16. It is also illustrated in Zoom Sur Lalique, Denise Bloch and Rachel Quinet, Éditions Association d'idées, Collection

RENÉ LALIQUE (FRENCH, 1860-1945)

A 'Ronces' vase, designed in 1921 red glass, mould-blown, frosted and polished, with white staining; Marcilhac no. 946

£3,000 - 5,000

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201 **RENÉ LALIQUE (FRENCH, 1860-1945)** A 'Grande Boule Lierre' vase, designed in 1919 clear glass, mould-blown, frosted and polished, with green and sepia staining; Marcilhac no. 877 *35cm high, stencilled 'R.LALIQUE'* 

£18,000 - 22,000

A 'Sauterelles' Vase, designed in 1913 cased opalescent glass, mould-blown frosted and polished; Marcilhac no. 888 27cm high, engraved 'R.Lalique France'

£12,000 - 15,000

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

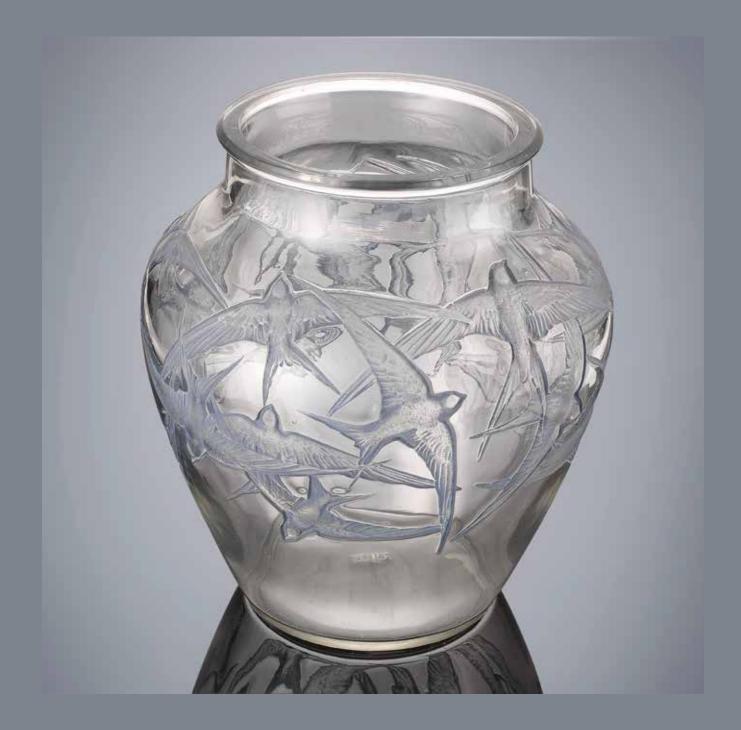
203 **RENÉ LALIQUE (FRENCH, 1860-1945)** A 'Lézards et Bluets' Vase, designed in 1913 mould-blown, frosted and polished, with grey staining; Marcilhac no. 879 33.5cm high, moulded 'R.LALIQUE' and engraved 'R.Lalique France No.879'

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.



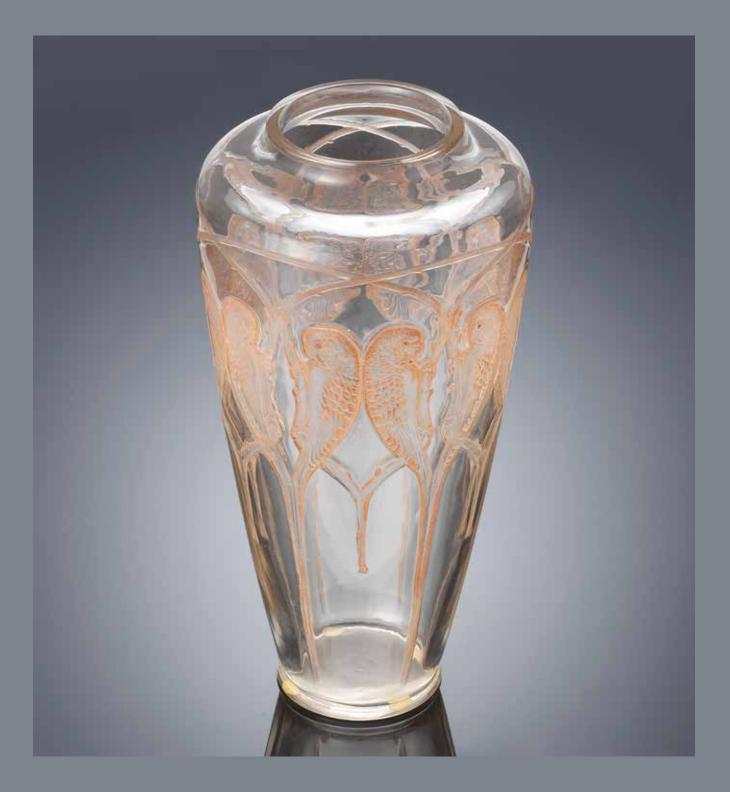
A 'Borromée' Vase, designed in 1928 cased opalescent glass, mould-blown and frosted, with grey staining; Marcilhac no. 1017 23cm high, engraved 'R.Lalique France'

£6,000 - 8,000



A 'Hirondelles' Vase, designed in 1919 clear glass, mould-blown, frosted and polished, with blue staining; Marcilhac no. 889 23.5cm. high, intaglio extended-L 'LALIQUE' and engraved 'R.Lalique France'

£8,000 - 12,000



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# RENÉ LALIQUE (FRENCH, 1860-1945)

An Early 'Inséparables' Vase, designed in 1919 clear glass, mould-blown, frosted and polished; Marcilhac no. 887 34.5cm high, moulded 'R.LALIQUE' and engraved 'Lalique'

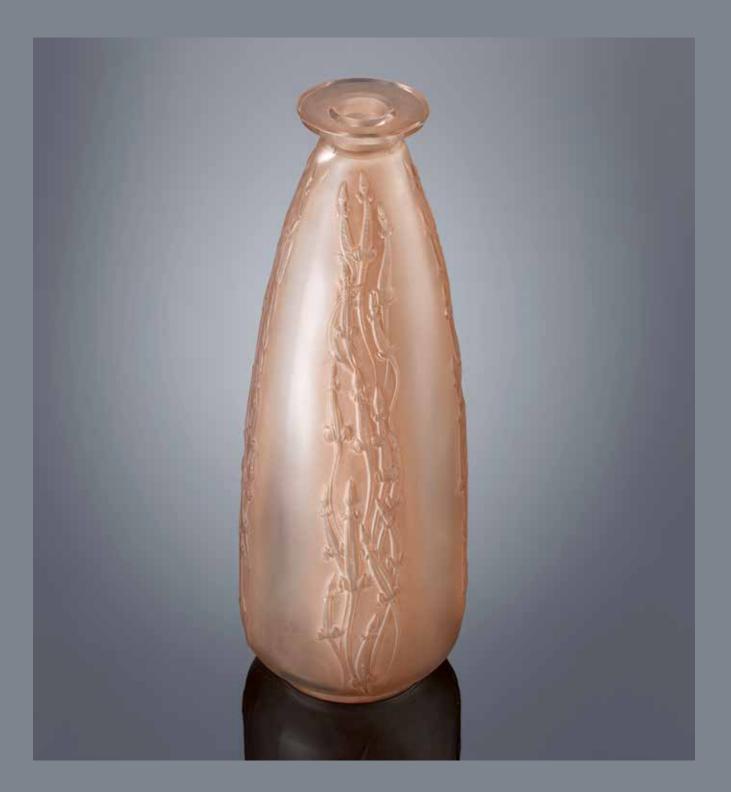
£6,000 - 9,000



A 'Camées' Vase, designed in 1923 clear glass, mould-blown, frosted and polished, with green staining; Marcilhac no.891 25.5cm high, moulded 'R.LALIQUE' and engraved 'R.Lalique France No.891'

£6,000 - 9,000

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



**RENÉ LALIQUE (FRENCH, 1860-1945)** An Early 'Quatre Groupes De Lézards' Vase, designed in 1912 mould-blown, frosted and polished, with sepia staining; Marcilhac no. 898 *31.5cm high, engraved 'Lalique'* 

£5,000 - 8,000



A 'Gros Scarabées' Vase, designed in 1923 deep amber glass, mould-blown, frosted and polished; Marcilhac no. 892 29cm high, moulded 'R.LALIQUE'

£15,000 - 25,000

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



A 'Alicante' Vase, designed in 1927 triple cased jade green glass with opalescent core, mould-blown, frosted and polished, with grey staining; Marcilhac no. 998 215.3cm high, engraved 'R.Lalique France'

PAUL SELLEY Portrait of René Jules Lalique oil on canvas board, framed board 25cm x 30cm, signed 'Lightspeed'

The artist specialises in political, historical and society portraits in oil. He was recently exhibited at the Royal Academy Summer Exhibition, curated by Grayson Perry. His portrait of Jacob Rees-Mogg was exhibited in the main gallery alongside pieces by Royal Academicians as well as other prominent artists such as Banksy.

John Nemeth commissioned this work directly from the artist and it was completed in November 2018. It was decided that this original painting would be auctioned for charity as the final lot in this auction. A further 5 examples of this work will be created using the same technique as an individually numbered limited edition.



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# About the charities

# **ALZHEIMER'S SOCIETY**

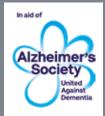
Dementia devastates lives. By 2021, 1 million people will be living with the condition. But dementia won't win. Until the day we find a cure, Alzheimer's Society will be here for anyone affected by dementia - wherever they are, whatever they're going through.

We're the UK's leading dementia charity, working tirelessly to challenge perceptions, fund research and improve care and support. We are transforming society so that everyone with dementia is accepted and able to live in their communties without fear and prejudice. Finding a cure may be a long way off. But a dementiafriendly society can happen today.

# PARKINSON'S UK

Every hour, two people in the UK are told they have Parkinson's - and, because we're here, no-one has to face it alone.

We bring people with Parkinson's, and their carers and families together via our website, network of local groups and free, confidential helpline. Specialist nurses, supporters and staff provide information and training on every aspect of the condition.



PARKINSON'S<sup>UK</sup> CHANGE ATTITUDES. FIND A CURE. JOIN US.

#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer I ots 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 I of. 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 I of 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 Buver. This is our Buver'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).

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

#### 8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium

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/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

#### 13. CITES REGULATIONS

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

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

#### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

# Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### **18. FURNITURE**

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Gemstones

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

#### **Estimated Weights**

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with reqard 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  $\Delta$ . 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
   the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
   6.1
- 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 *Bonharns*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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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. 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

4.2

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

#### PAYMENT

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

#### COLLECTION OF THE LOT

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7.5

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

#### 8 FAILURE TO PAY FOR THE LOT

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

#### THE SELLER'S LIABILITY

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

#### 10 MISCELLANEOUS

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

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

#### GOVERNING LAW

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

#### APPENDIX 2

#### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

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*.

4.4

- 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.

#### RESPONSIBILITY FOR THE LOT

6

6.1

6.2

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

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

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

7.3

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

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

#### 9 FORGERIES

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

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

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

#### 10 OUR LIABILITY

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

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

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or person alinjury 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 nonconforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

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

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

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

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

#### 12 MISCELLANEOUS

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

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

#### GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 3

#### DEFINITIONS AND GLOSSARY

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

#### LIST OF DEFINITIONS

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

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

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

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

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

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

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on

our Website. "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession. "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

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

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

#### GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*. "lien": a right for the person who has possession of the *Lot* to

retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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	receive information from
us by email?	or post

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#### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

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FOR WINE SALES ONLY	•	]		

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\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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