

Bonhams



The Robert S. Huthart Collection of Iwami Netsuke: Part II

New Bond Street, London | 6 November 2019



ロバート・S・ハサート

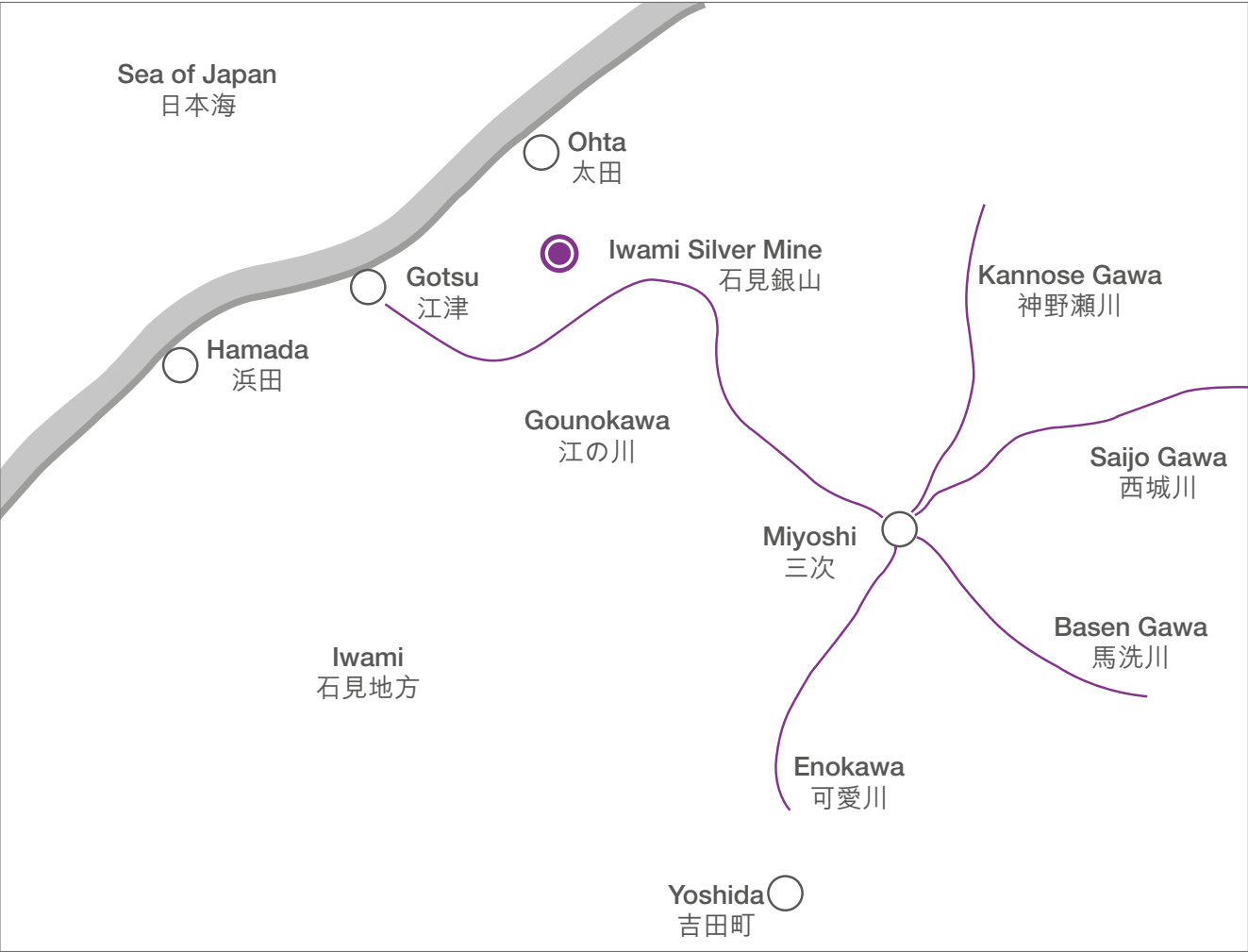
石見根付コレクション（第二部）



Map of Pre-modern Japan



Map of Present-day Iwami District, Shimane Prefecture



© Image courtesy of Masanori Watanabe and The International Netsuke Society Journal

Japanese and Korean Works of Art team

London



Suzannah Yip
London, New Bond Street

Yoko Chino
London, New Bond Street

Karina Choy
London, New Bond Street

New York



Jeff Olson
New York

Takako O'Grady
New York

Gary Lavine, Consultant
New York

Global



Dessa Goddard
Vice President, US

Neil Davey, Senior Consultant
London, New Bond Street

Joe Earle, Senior Consultant
London, New Bond Street

The Robert S. Huthart Collection of Iwami Netsuke: Part II

New Bond Street, London | Wednesday 6 November 2019 at 2pm

VIEWING

Sunday 3 November
11am to 5pm
Monday 4 November
9am to 7.30pm
(partially open from
4.30pm - 7.30pm)
Tuesday 5 November
9am to 4.30pm

SALE NUMBER

25822

CATALOGUE

£20.00

BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please
visit bonhams.com.

Please note that bids should
be submitted no later than
4pm on the day prior to the sale.
New bidders must also provide
proof of identity when submitting
bids. Failure to do this may result
in your bid not being processed.
Telephone bidding will only be
accepted on lots with a lower
estimate in excess of £1,000.

Live online bidding is available for this sale

Please email bids@bonhams.com
with 'live bidding' in the subject
line 48 hours before the auction
to register for this service.

ILLUSTRATIONS

Front cover: lot 20
Back cover: lot 74

ENQUIRIES

Specialist, Head of Department
Suzannah Yip
+44 (0) 20 7468 8368
suzannah.yip@bonhams.com

Cataloguer
Yoko Chino
+44 (0) 20 7468 8372
yoko.chino@bonhams.com

Junior Specialist
Karina Choy
+44 (0) 20 7468 8217
karina.choy@bonhams.com

Senior Consultants
Neil Davey
+44 (0) 20 7468 8288
neil.davey@bonhams.com

Joe Earle
+44 (0) 20 7468 8217
joe.earle@bonhams.com

Department Fax
+44 (0) 20 7468 5840

CUSTOMER SERVICES

Monday to Friday 8.30am to 6pm
+44 (0) 20 7447 7447

PHYSICAL CONDITION OF LOTS IN THIS AUCTION

PLEASE NOTE THAT THERE
IS NO REFERENCE IN THIS
CATALOGUE TO THE PHYSICAL
CONDITION OF ANY LOT.
INTENDING BIDDERS MUST
SATISFY THEMSELVES AS TO
THE CONDITION OF ANY LOT
AS SPECIFIED IN CLAUSE 15
OF THE NOTICE TO BIDDERS
CONTAINED AT THE END OF
THIS CATALOGUE.

As a courtesy to intending
bidders, Bonhams will provide a
written indication of the physical
condition of lots in this sale if a
request is received up to 24 hours
before the auction starts.
This written indication is issued
subject to Clause 1.6 of the
Notice to Bidders.

CONDITION REPORTS

Requests for condition reports
for this sale should be emailed to:
japanese@bonhams.com.

Please see page 2 for bidder
information including after-sale
collection and shipment.

For the sole purpose of providing
estimates in three currencies in
the catalogue the conversion
has been made at the exchange
rate of approx.

£1: ¥129.2161

£1: USD1.2100

Please note that this rate may
well have changed at the date
of the auction.

お品物のコンディションについて

本カタログにはお品物の損傷等
コンディションの記述は記載
されていないことを、予めご了承ください。
入札をご希望の
お客様は、カタログ巻末の

「Notice to Bidders (入札される
方へのご注意)」第15条をご参照く
ださい。また、お願い
申し上げます。

ご希望のお客様には、オークション
開始の24時間前まで、
コンディション・レポートの依頼
を受け付けております。こちらは、
「Notice to Bidders (入札される
お客様へのご注意)」
1.6条に基づき作成されます。

REGISTRATION IMPORTANT NOTICE

Please note that all customers,
irrespective of any previous
activity with Bonhams, are
required to complete the Bidder
Registration Form in advance of
the sale. The form can be found
at the back of every catalogue
and on our website at www.bonhams.com and should be
returned by email or post to the
specialist department or to the
bids department at
bids@bonhams.com.

To bid live online and / or leave
internet bids please go to
www.bonhams.com/auctions/25822 and click on the
Register to bid link at the top left
of the page.

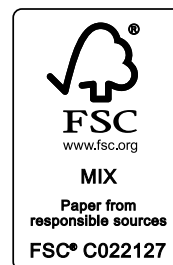
入札登録に関する重要なお知らせ

全てのお客様は、弊社との以前
のいかなるお取引に関わら
ず、入札登録用紙をセール開始
前にご記入頂く必要がございま
す。用紙は各カタログの巻末に
添付されており、又、弊社のウ
ェブサイト (www.bonhams.com) か
からも入手が可能です。こちらをE
メールまたはご郵送にて当該部
門のスペシャリストまたは入札
管理部門 (bids@bonhams.com)
までご提出下さい。

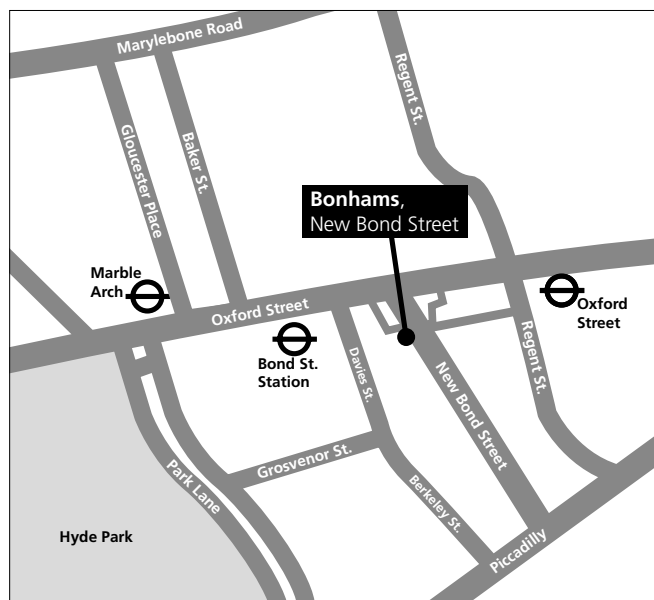
ライブオンライン入札またはイ
ンターネットにて事前入札をさ
れる場合は www.bonhams.com/auctions/25822 をご覧頂き、左
上に掲載されている「Register
to bid」をクリック下さい。

Bonhams 1793 Limited
Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax



Sale Information



BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

PAYMENTS

Buyers
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

SELLERS

Payment of sale proceeds
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

CATALOGUE SUBSCRIPTIONS

To obtain any Bonhams catalogue
or to take out an annual
subscription:
Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscriptions@bonhams.com

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

BUYERS COLLECTION & STORAGE AFTER SALE

All other sold lots will remain in the
Collections room at Bonhams New
Bond Street without charge until
5.30pm Wednesday 20 November
2019. Lots not collected by this time
will be returned to the department.
Storage charges may apply.

VAT

Will be applied at the current rate
on all above charges.

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

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

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

Chronology

JOMON period	ca.10,000BC - ca.300BC
YAYOI period	ca.300BC - ca.300AD
KOFUN period	ca.300 - ca.593
ASUKA period	ca.593 - 710
NARA period	710 - 794
HEIAN period	794 - 1185
KAMAKURA period	1185 - 1333
MUROMACHI period	1333 - 1573
NANBOKUCHO period	1336 - 1392
MOMOYAMA period	1573 - 1615
BUNROKU era	1592 - 1596
KEICHO era	1596 - 1615
EDO period	1615 - 1868
KAN'EI era	1624 - 1644
KANBUN era	1661 - 1673
GENROKU era	1688 - 1704
AN'EI era	1772 - 1781
TENMEI era	1781 - 1789
KANSEI era	1789 - 1801
KYOWA era	1801 - 1804
BUNKA era	1804 - 1818
BUNSEI era	1818 - 1830
TENPO era	1830 - 1844
KOKA era	1844 - 1848
KAEI era	1848 - 1854
ANSEI era	1854 - 1860
MAN'EN era	1860 - 1861
BUNKYU era	1861 - 1864
GENJI era	1864 - 1865
KEIO era	1865 - 1868
MEIJI era	1868 - 1912
TAISHO era	1912 - 1926
SHOWA era	1926 - 1989
HEISEI era	1989 - 2019
REIWA era	2019 - present

Robert S. Huthart

Robert S. Huthart was born in 1922 in Newcastle, in the north-east of England. After serving in the Royal Air Force during World War II, he joined a Hong Kong firm of chartered accountants in 1947. Happy to settle in Hong Kong for the rest of his life, he was recruited by the department store conglomerate Lane Crawford Ltd. as Secretary in 1950. Appointed as Managing Director in 1958 until his retirement in 1985; he is widely credited with building the great commercial success of Lane Crawford Ltd. Also committed to helping the local community, he acted as Trustee/Director of a large charitable trust, and as President of the Hong Kong YMCA.

Robert Huthart collected widely within the fine and decorative arts. His particular interest in netsuke began by chance on a visit to Tokyo. During a medical check-up there, he was given a small book by a friend to help pass the time. This book was *The Wonderful World of Netsuke* by Raymond Bushell. Huthart became fascinated by the pieces illustrated in the book, and swiftly set about collecting netsuke with great enthusiasm during his worldwide travels. Initially unfamiliar with the world of specialised netsuke dealers and international netsuke auction sales, he began collecting guided only by the knowledge he had taught himself. However, while visiting Honolulu he met Bernard Hurtig, at that time the driving force behind the growing 'International Netsuke Collectors Association'. This friendship expanded Huthart's access to rare and interesting netsuke, allowing him to acquire finer examples. His personal favourites included outstanding pieces by Kyoto and Tamba artists, and examples by Masanao and Kaigyokusai Masatsugu.

After some time, his scholarly interest and personal preference led him to focus on the distinctive netsuke produced by late 18th and early 19th century carvers based in the seaboard province of Iwami (present-day Shimane prefecture). His first purchase of an Iwami netsuke, in January 1979, was a work by Seiyodo Tomiharu. It depicts a rat sitting on an inkstick, carved from the rare *kurogaki* (black persimmon wood), and was included as lot 50 of Part I held in May this year. In addition to the fine quality of the carving, he was intrigued by the four-line inscription in raised *ukibori* characters, which he knew to be a rare feature. Familiar with netsuke inscriptions and signatures formed of only a few characters, he found it unusual for this netsuke to be carved with an inscription several lines long. He was fascinated to learn, in translation, that not only did the inscription give the name of the carver Seiyodo Tomiharu, but it also identified the specific location where it was carved, in Seigen'an in Iwami ('west of the Ishi River', another name for the Eno River), and the exact date that the netsuke was carved ('in 1782, on the twentieth day of the eleventh month').

This immediate connection with a specific netsuke carver, on a precise date in an earlier era, cemented Huthart's passion for documentary Iwami netsuke. During the following decades, he sought out and acquired many more pieces, eventually amassing the finest collection ever formed of Iwami netsuke. Following on from the unprecedented success of our Part 1 sale, Bonhams is again privileged to offer a second extensive selection from this unique, intriguing and extraordinary collection.

ロバート・S・ハサートは1922年にイングランド北東部のニューキャッスルで生まれました。第二次世界大戦時に英国空軍に従事したのち、1947年に香港の公認会計士事務所に入ります。残りの人生を香港で過ごすことを楽しみにしながら、1950年にはデパートなどを経営する企業グループ、レーン・クロフォードに役員としてスカウトされました。さらに1958年には社長に任命され、1985年に引退するまで、同グループの多大な商業上の成功に貢献したとして広く知られています。また、地元のコミュニティーに対しても尽力し、巨大な公益財団や香港YMCAの理事としても活動しました。

ハサート氏は美術品や装飾芸術作品を広範囲に渡り蒐集しました。なかでもとりわけ根付に興味を持つようになったきっかけは、東京を訪れた際の偶然によるものでした。東京で健康診断を受けているあいだ、友人から暇つぶし用にと小さな本をもらいました。この本がレイモンド・ブッシュェルの著作「The Wonderful World of Netsuke（素晴らしき根付の世界）」だったのです。氏はこの本に載っていた品々に魅了され、すぐさま、世界中を巡りながらの熱狂的な根付蒐集が始まりました。当初は根付専門業者や国際的な根付オークションでの売買に通じていなかったため、独学で得た知識だけを頼りに蒐集をしていました。そんなとき、ホノルルを訪れていた際、成長著しい国際根付コレクター協会（現在の国際根付ソサイエティー）における当時の立役者、バーナード・ハーティグに出会います。この交友関係のおかげで、ハサート氏の蒐集は希少で魅惑的な根付の世界へと広がり、さらに質の高い作品を手に入れていくこととなりました。氏が個人的に気に入っていたものの中には、京都や丹波の職人による秀逸な作品や、正直と懷玉斎正次の作品が含まれます。

しばらくしてハサート氏は、その学問的な好奇心と個人的な嗜好から、石見（現在の島根県）の沿岸地域を拠点とする根付師たちが18世紀末期から19世紀初期にかけて作った独特な根付に、特に関心を寄せるようになっていきました。氏が1979年1月に最初に購入した石見根付は、青陽堂富春による作品でした。それは希少な黒柿の木から彫り出された作品で、墨の上に座っている鼠を表したものです（今年5月に開催された第一部ではロット50として出品されました）。氏は、その彫りの技術の高さに加え、四行にもおよぶ銘に興味をそそられました。この銘は、文字を浮き上がらせる「浮き彫り」という特殊な技法によって彫られたもので、氏は、このような銘が他の根付では見られない特徴であることを知っていました。ほんの数文字の銘や署名が記された根付に慣れ親しんでいた氏にとって、複数行の銘が刻まれたこの根付はとても新鮮に映ったのです。彼は翻訳された資料を用いながら夢中で学び、その銘は根付師・青陽堂富春の名前を表しているだけでなく、その根付が作られた「（石見地方西部に位置する）清源庵」という特定の場所や、さらには彫られた正確な日付（旧式の記載方法で「1782年11月20日」のように）が記されていることがわかりました。

このように、特定の根付師の名前や過去の正確な日付など、詳細な情報がもたらす信頼性により、ハサート氏自身がまるで根付師と親密な関係にあるように感じられたことが、より多くの事実を記録した石見根付に対する氏の情熱を揺るぎないものにしました。その後数十年のあいだに、ハサート氏はさらに多くの作品に引き寄せられ、ついには石見根付として初となる、究極のコレクションを築き上げました。世界中の蒐集家たちがこれまでにないほど強い関心を寄せた第一部のオークションに続き、ボナムズはこの独創的で魅惑的かつ他に類をみないコレクションから、幅広く選りすぐられた作品を再びご紹介できることを光栄に思っております。

Select Bibliography

CN, Bushell, Raymond, *Collectors' Netsuke*, New York, John Weatherhill, 1971

DIS, Rasmussen, Jens Salen, 'Discussion of the Iwami School,' *Journal of the International Netsuke Collectors' Society*, vol.2 no.1, Summer 1974, pp.20-26

Huthart, Earle, Joe, *Iwami Netsuke, The Robert S. Huthart Collection*, Hong Kong, 2000

ICGG, Burditt, David, "The Iwami Carvers: The Work of Gansui and Goho", *International Netsuke Society Journal*, vol.19, no.3, Fall 1999, pp.34-46

ICK, Burditt, David, "The Iwami Carvers: Kanman", *International Netsuke Society Journal*, vol.20, no.1, Spring 2000, pp.47-55

ICLS, Burditt, David, "The Iwami Carvers: Lone Stars", *International Netsuke Society Journal*, vol.23, no.1, Spring 2003, pp.38-44

ICWT, Burditt, David, "Introduction to Iwami Carvers and the Work of Tomiharu", *International Netsuke Society Journal*, vol.18, no.1, Spring 1998, pp.30-38

INC, Shichida Makoto, *Iwami no chokokuka Shimizu Iwao [Shimizu Iwao, sculptor of Iwami]*, Tokyo, 1969

MCI, Meinertzhagen, Frederick, *MCI: The Meinertzhagen Card Index on Netsuke in the Archives of the British Museum*, New York, Alan R. Liss Inc., 1986

MNA, Hurtig, Bernard, *Masterpieces of Netsuke Art: One Thousand Favorites of Leading Collectors*, New York, Weatherhill, 1973

MTH, Davey, Neil K., *Netsuke: A Comprehensive Study Based on the M.T. Hindson Collection*, London, Faber and Faber Limited and Sotheby Parke Bernet Publications, 1974

MW, Impey, Oliver, *Michael Webb: An English Carver of Netsuke*, Oxford, Ashmolean Museum, 1983

NCIS, Hull Grundy, Anne, *Netsuke Carvers of The Iwami School*, London, reprinted from *Ars Orientalis*, 1961

NFU, Bushell, Raymond, *Netsuke, Familiar and Unfamiliar*, New York, John Weatherhill, 1975

NIA, Lazarnick, George, *Netsuke and Inro Artists and How To Read Their Signatures*, Honolulu, Reed Publishers, 1982

RIB, Okada, Barbra Teri and Mary Gardner Neill, *Real and Imaginary Beings, The Netsuke Collection of Joseph and Edie Kurstin*, New Haven, Connecticut, Yale University Art Gallery, 1980

Rokusho 20, *Kobijutsu Rokusho: Rokusho, vol.20*, Kyoto, Maria Sho bo, 1996

SI, Shichida Makoto, "Shimizu Iwao: Sculptor of Iwami, Part 3", *Journal of the International Netsuke Collector Society*, vol.3, no.2, September 1975, pp.46-49

TFWC, Ducros, Alain, "Tatekawa Family of Wood Carvers", *International Netsuke Society Journal*, vol.20, no.2, Summer 2000, pp.23-31

TIIA, Wrangham, Edward, *The Index of Inro Artists*, Alnwick, Harehope, 1995

WLB, Joly, Henri L., *Behrens Collection, vol. 1*, London, Glendining and Co. Ltd., 1913

Bonhams

AUCTIONEERS SINCE 1793



Masterpieces of Japanese Art from a Royal Collection

New Bond Street, London | 7 November 2019

ENQUIRIES

London

+44 (0) 20 7468 8368

suzannah.yip@bonhams.com

SHIBATA ZESHIN (1807–1891)
ZANSAISAGE OR TONKOTSU
(CONTAINER FOR FOOD SCRAPS)

Meiji era (1868–1912), 1880s

£60,000 - 80,000

\$73,000 - 97,450 *

SHIBATA ZESHIN (1807–1891)
INRŌ (MEDICINE CASE) AND
NETSUKE (TOGGLE)

Meiji era (1868–1912), circa 1886

£60,000 - 80,000

\$73,000 - 97,450 *



Bonhams

AUCTIONEERS SINCE 1793

Fine Japanese Art

New Bond Street, London | 7 November 2019

ENQUIRIES

London
+44 (0) 20 7468 8368
suzannah.yip@bonhams.com

KATSUSHIKA HOKUSAI (1760–1849)

Ascending Dragon (detail)
Hanging scroll, ink and slight colour on paper
Edo period (1615–1868), 1840
£125,000 – 135,000 *
(HK\$1,205,808 – 1,302,273) *

Exhibited and Published

Hokusai-kan, *Gakyojin Katsushika Hokusai*
(Katsushika Hokusai, *The Man Crazy About Painting*),
Hokusai-kan, Obuse, Nagano Prefecture,
8 October 2010, cat. no. 103
Asano Shugo (ed.), *Hokusai ketteiban*
(The Definitive Hokusai Edition), *Bessatsu Taiyo*,
25 November 2010, p. 21

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

Bonhams

AUCTIONEERS SINCE 1793



The Craftsman's Eye:

Netsuke and traditional Accessories from the
Personal Collection of Jack Coutu (1924-2017)

Online only | 25 November - 9 December 2019

ENQUIRIES

London
+44 (0) 20 7468 8368
suzannah.yip@bonhams.com

New York
+1 (212) 461 6516
jeff.olson@bonhams.com
bonhams.com/japaneseart

**A SELECTION OF NETSUKE
BY JACK COUTU (1927-2017)**
Estimates ranging from £600 - 800 *

オークションご参加方法



1. ご登録

オークションに参加される方は、事前にご本人確認書類をご提出いただき、弊社のアカウント登録をお願いいたします。

- 個人：①身分証明書（運転免許証・パスポート等のコピー） ②公共料金等の領収済領収書
- 法人：ご登録者の上記①② ③法人証明書類（登記簿謄（抄）本/代表者事項証明書等）

ご参加いただくオークションによっては、銀行照会（銀行詳細、口座番号等）をお願いする場合があります。

2. 情報入手

弊社ウェブサイト（Bonhams.com）で各オークションの詳細、電子カタログ等をご覧いただけます。また、ご興味のある品物がございましたら、お品物の詳しい状態やカタログには掲載されていない詳細写真等を掲載したコンディション・レポートをお送りいたします。製本版カタログはオークション開催の約 2 週間前から購入可能となります。年間を通じ、定期購読をお申しいただけます。

3. オークション

会場でのパドル入札のほか、書面、電話、ウェブによる入札を行っております。入札にご参加される場合は、事前に各開催地の入札参加条件（Condition of Sale / Notice to bidder）をご一読いただき、ご希望オークションへの登録申込をお願いいたします。

- **会場でのパドル入札（Attendee Bidding）**：会場内の登録カウンターでお申し込めます（必ず身分証明書等をご持参ください）。ご登録後、番号が付いたパドルをお貸出いたします。オークションはカタログに掲載されたロット順に行われますので、ご希望のお品物が登場した際、パドルをあげて入札の意思表示をお願いいたします。落札に成功されましたら、オークションニアがお客様のパドル番号を間違いなく読み上げたことをご確認ください。
- **書面入札（Absentee Bidding） 電話入札（Telephone Bidding）**：事前の書面入札、当日の電話入札を受け付けております。カタログ巻末の「Bidding Form」に必要事項をご記入いただき、オークション開催 24 時間前までに郵送、Fax、E メールにて弊社までお送りください（開催地で受付可）。電話入札の場合は、各部門スタッフが会場よりご指定の電話番号にご連絡いたします。
- **ウェブによる Live 入札**：事前（オークション開催 48 時間前まで）にオンライン入札にご登録申込いただくと、ネット環境のある所であれば、どこからでもリアルタイムで入札が可能となり、画面を見ながらご自身で入札していただけます。

4. 落札

落札に成功されますと、インボイス（ご請求書）とお支払方法の確認書類等をお送りいたします。記載された金額をお確かめの上、お支払手続きをお願いいたします。なお、落札後のキャンセルはお受けできません。

5. お支払

落札日の翌日から 7 日以内に落札金額（Hammer price）と落札手数料（Buyer's premium）の合計額をお支払ください。現金、銀行送金、クレジットカード等によるお支払が可能です。お品物によっては、日本に持ち込む際の関税や輸入消費税等の支払が必要となる場合がございます。

6. お引渡し

ご入金の確認がとれた後、お品物の引渡しが可能となります。お品物の輸送は、ご自身にて直接輸送会社をご手配いただくか、ボナムズの輸送部を通じてお手続きを行うことができます。お品物によっては、輸出・輸入許可が必要になる場合がございます（例：象牙品等ワシントン条約規制のお品物等）。

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* 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 *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

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 reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* and you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any

such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

- 27.5% up to £2,500 of the *Hammer Price*
- 25% of the *Hammer Price* above £2,500 and up to £300,000
- 20% of the *Hammer Price* above £300,000 and up to £3,000,000
- 13.9% of the *Hammer Price* above £3,000,000

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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 issued in the name of the *Buyer* (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 issued in the name of the *Buyer* (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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 licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, 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.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
Δ Wines lying in Bond.
AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
5	RISK, PROPERTY AND TITLE	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
6	PAYMENT	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9	THE SELLER'S LIABILITY
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
		8.1.3	to retain possession of the <i>Lot</i> ;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
		8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
7	COLLECTION OF THE LOT	8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;		
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	1	THE CONTRACT
		10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
		10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed in the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
		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.	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
		10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;
10	MISCELLANEOUS			1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .			1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i> , warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .
10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	11	GOVERNING LAW		
			All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.		
10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.		APPENDIX 2	2	PERFORMANCE OF THE CONTRACT FOR SALE
			BUYER'S AGREEMENT WITH BONHAMS		You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .
			IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.	3	PAYMENT AND BUYER WARRANTIES
10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.			3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :
				3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;

3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	3.10.3	funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.1.3	if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i> .	3.10.4	items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.5	that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	5	STORING THE LOT
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.11	We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> , 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.
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.	4	COLLECTION OF THE LOT	6	RESPONSIBILITY FOR THE LOT
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i> .	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier , and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.1	to terminate this agreement immediately for your breach of contract;
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all	7.1.2	to retain possession of the <i>Lot</i> ;
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.			7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
3.10	Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:			7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;
3.10.1	you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;				
3.10.2	your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;				

7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9	FORGERIES	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.2	Paragraph 9 applies only if:	10.2.3	damage to tension stringed musical instruments; or
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	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.
	You may wish to protect yourself against loss by obtaining insurance.	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .	12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	13 GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. 12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> 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	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 "Account" the bank account of <i>Bonhams</i> into which all sums received in respect of the <i>Purchase Price</i> of any <i>Lot</i> will be paid. "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams'</i> Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> . "Bidder" Any person considering, attempting or making a Bid, including those who have completed a <i>Bidding Form</i> . "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form. "Bonhams" <i>Bonhams</i> 1793 Limited or its successors or assigns. <i>Bonhams</i> is also referred to in the <i>Buyer's Agreement</i> , the Conditions of Business and the <i>Notice to Bidders</i> by the words "we", "us" and "our". "Book" a printed <i>Book</i> offered for <i>Sale</i> at a specialist <i>Book Sale</i> . "Business" includes any trade, <i>Business</i> 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.

"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 "indemnity" is construed accordingly.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108

20th Century British Art

London
Matthew Bradbury
+44 20 7468 8295

20th Century Fine Art

San Francisco
Sonja Moro
+1 415 694 9002

Aboriginal Art

Australia
Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

Los Angeles
Fredric W. Backlar
+1 323 436 5416 •

American Paintings

New York
Jennifer Jacobsen
+1 917 206 1699

Antiquities

London
Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

London
David Williams
+44 20 7393 3807

Art Collections, Estates & Valuations

London
Harvey Cammell
+44 (0) 20 7468 8340
New York
Sherri Cohen
+1 917 206 1671
Los Angeles
Leslie Wright
+1 323 436 5408
Joseph Francaviglia
+1 323 436 5443
Lydia Ganley
+1 323 436 4496
San Francisco
Victoria Richardson
+1 415 503 3207
Celeste Smith
+1 415 503 3214

Australian Art

Australia
Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

London
Matthew Haley
+44 20 7393 3817
New York
Ian Ehling
+1 212 644 9094
Darren Sutherland
+1 212 461 6531
Los Angeles
Catherine Williamson
+1 323 436 5442
San Francisco
Adam Stackhouse
+1 415 503 3266

British & European Glass

London
Fergus Gambon
+44 20 7468 8245

British Ceramics

London
Fergus Gambon
+44 20 7468 8245

California & Western Paintings & Sculpture

Los Angeles
Scot Levitt
+1 323 436 5425
Kathy Wong
+1 323 436 5415
San Francisco
Aaron Bastian
+1 415 503 3241

Carpets

London
Helena Gumley-Mason
+44 20 8393 2615

Chinese & Asian Art

London
Asaph Hyman
+44 20 7468 5888
Rosangela Assennato
+44 20 7393 3883
Edinburgh
Ian Glennie
+44 131 240 2299
New York
Bruce MacLaren
+1 917 206 1677
Los Angeles
Rachel Du
+1 323 436 5587
San Francisco
Dessa Goddard
+1 415 503 3333
Hong Kong
Xibo Wang
+852 3607 0010
Sydney
Yvett Klein
+61 2 8412 2231

Chinese Paintings

Hong Kong
Iris Miao
+852 3607 0011

Clocks

London
James Stratton
+44 20 7468 8364
New York
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

London
John Millensted
+44 20 7393 3914
Los Angeles
Paul Song
+1 323 436 5455

Entertainment Memorabilia

London
Katherine Schofield
+44 20 7393 3871
Los Angeles
Catherine Williamson
+1 323 436 5442
Dana Hawkes
+1 978 283 1518

European Ceramics

London
Sebastian Kuhn
+44 20 7468 8384

European Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108
Los Angeles
Rocco Rich
+1 323 436 5410

European Sculptures & Works of Art

London
Michael Lake
+44 20 8963 6813

Furniture and Decorative Art

London
Thomas Moore
+44 20 8963 2816
Los Angeles
Angela Past
+1 323 436 5422
Anna Hicks
+1 323 436 5463
San Francisco
Jeffrey Smith
+1 415 215 7385

Greek Art

London
Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting Memorabilia

Edinburgh
Kevin McGimpsey
Hamish Wilson
+44 131 240 0916

Irish Art

London
Penny Day
+44 20 7468 8366

Impressionist & Modern Art

London
India Phillips
+44 20 7468 8328
New York
Caitlyn Pickens
+1 212 644 9135
Los Angeles
Kathy Wong
+1 323 436 5415

Indian, Himalayan & Southeast Asian Art

Hong Kong
Edward Wilkinson
+852 2918 4321
New York
Mark Rasmussen
+1 917 206 1688

Islamic & Indian Art

London
Oliver White
+44 20 7468 8303

Japanese Art

London
Suzannah Yip
+44 20 7468 8368
New York
Jeff Olson
+1 212 461 6516

Jewellery

London
Jean Ghika
+44 20 7468 8282
Emily Barber
+44 20 7468 8284
New York
Brett O'Connor
+1 212 461 6525
Caroline Morrissey
+1 212 644 9046
Leslie Roskind
+1 212 644 9035
Los Angeles
Emily Waterfall
+1 323 436 5426
San Francisco
Shannon Beck
+1 415 503 3306
Hong Kong
Anastasia Chao
+852 3607 0007
Ellen Sin
+852 3607 0017

Marine Art

London
Veronique Scorer
+44 20 7393 3962

Mechanical Music

London
Jon Baddeley
+44 20 7393 3872

**Modern & Contemporary
African Art**

London
Giles Peppiatt
+ 44 20 7468 8355
New York
Hayley Grundy
+1 917 206 1624

**Modern & Contemporary
Middle Eastern Art**

London
Nima Sagharchi
+44 20 7468 8342

**Modern & Contemporary
South Asian Art**

London
Tahmina Ghaffar
+44 207 468 8382

**Modern Decorative
Art + Design**

London
Mark Oliver
+44 20 7393 3856
New York
Benjamin Walker
+1 212 710 1306
Dan Tolson
+1 917 206 1611
Los Angeles
Jason Stein
+1 323 436 5466

Motor Cars

London
Tim Schofield
+44 20 7468 5804
New York
Rupert Banner
+1 212 461 6515
Eric Minoff
1 917 206 1630
Evan Ide
+1 917 340 4657
Los Angeles
Jakob Greisen
+1 415 503 3284
Michael Caimano
+1 929 666 2243
San Francisco
Mark Osborne
+1 415 503 3353
Europe
Phillip Kantor
+32 476 879 471

Automobilia

London
Toby Wilson
+44 20 8963 2842
Adrian Pipiros
+44 20 8963 2840

Motorcycles

London
Ben Walker
+44 20 8963 2819
James Stensel
+44 20 8963 2818
Los Angeles
Craig Mallery
+1 323 436 5470

Museum Services

San Francisco
Laura King Pfaff
+1 415 503 3210

Native American Art

Los Angeles
Ingmars Lindbergs
+1 415 503 3393
Kim Jarand
+1 323 436 5430

Natural History

Los Angeles
Claudia Florian
+1 323 436 5437
Thomas E. Lindgren
+1 310 469 8567 •

Old Master Pictures

London
Andrew Mckenzie
+44 20 7468 8261

Orientalist Art

London
Charles O'Brien
+44 20 7468 8360

Photography

New York
Laura Paterson
+1 917 206 1653

**Post-War and
Contemporary Art**

London
Ralph Taylor
+44 20 7447 7403
Giacomo Balsamo
+44 20 7468 5837
New York
Muys Snijders
+212 644 9020
Jacqueline Towers-Perkins
+1 212 644 9039
Lisa De Simone
+1 917 206 1607
Los Angeles
Sharon Squires
+1 323 436 5404
Laura Bjorstad
+1 323 436 5446

Prints and Multiples

London
Lucia Tro Santafe
+44 20 7468 8262
New York
Deborah Ripley
+1 212 644 9059
Los Angeles
Morisa Rosenberg
+1 323 436 5435

Russian Art

London
Daria Khristova
+44 20 7468 8334
New York
Yelena Harbick
+1 212 644 9136

Scientific Instruments

London
Jon Baddeley
+44 20 7393 3872
New York
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Edinburgh
Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

London
Ellis Finch
+44 20 7393 3973

Sporting Guns

London
Patrick Hawes
+44 20 7393 3815

Space History

San Francisco
Adam Stackhouse
+1 415 503 3266

Travel Pictures

London
Veronique Scorer
+44 20 7393 3962

**Watches &
Wristwatches**

London
Jonathan Darracott
+44 20 7447 7412
New York
Jonathan Snellenburg
+1 212 461 6530
Hong Kong
Tim Bourne
+852 3607 0021

Whisky

Edinburgh
Martin Green
+44 131 225 2266
Hong Kong
Daniel Lam
+852 2918 4321

Wine

London
Richard Harvey
+44 20 7468 5811
San Francisco
Christine Ballard
+1 415 503 3221
Hong Kong
Daniel Lam
+852 2918 4321

Client Services Departments**U.S.A.****San Francisco**

(415) 861 7500
(415) 861 8951 fax
Monday - Friday, 9am to 5pm

Los Angeles

(323) 850 7500
(323) 850 6090 fax
Monday - Friday, 9am to 5pm

New York

(212) 644 9001
(212) 644 9009 fax
Monday - Friday, 9am to 5pm

Toll Free

(800) 223 2854

U.K.

Monday to Friday 8.30 to 6.00
+44 (0) 20 7447 7447

Bids

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
bonhams.com

• Indicates independent contractor

Bonhams Global Network

International Salerooms

London

101 New Bond Street
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

New York

580 Madison Avenue
New York, NY 10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Hong Kong

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax

Offices and Associated Companies

Africa

Nigeria

Neil Coventry
+234 (0) 8110 033 792
+27 (0) 7611 20171
neil.coventry@
bonhams.com

South Africa - Johannesburg

Penny Culverwell
+27 (0) 71 342 2670
penny.culverwell@
bonhams.com

Australia

Sydney

97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne

Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Asia

Beijing

Vivian Zhang
Unit S102A, Beijing
Lufthansa Center,
50 Liangmaqiao Road,
Chaoyang District,
Beijing 100125, China
+86 (0) 10 8424 3188
beijing@bonhams.com

Singapore

Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan

Jenny Tsai
37th Floor,
Taipei 101 Tower
No. 7 Xinyi Road,
Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
taiwan@bonhams.com

Europe

Austria

Thomas Kamm
thomas.kamm@
bonhams.com
+49 900 89 2420 5812
austria@bonhams.com

Belgium

Christine De Schaetzen
christine.deschaetzen@
bonhams.com
Boulevard Saint
Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

France

Catherine Yaiche
catherine.yaiche@
bonhams.com
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne

Katharina Schmid
katharina.schmid@
bonhams.com
+49 (0) 221 9865 3419
+49 (0) 157 9234 6717
cologne@bonhams.com

Germany - Hamburg

Marie Becker Lingenthal
marie.beckerlingenthal@
bonhams.com
+49 (0) 17 4236 0022
hamburg@
bonhams.com

Germany - Munich

Thomas Kamm
thomas.kamm@
bonhams.com
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Germany - Stuttgart

Katharina Schmid
katharina.schmid@
bonhams.com
Neue Brücke 2
New Bridge Offices
70173 Stuttgart
+49 (0) 711 2195 2640
+49 (0) 157 9234 6717
stuttgart@bonhams.com

Greece

7 Neofytou Vamva
Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland

Kieran O'Boyle
kieran.oboyle@
bonhams.com
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan

Luca Curradi
luca.curradi@
bonhams.com
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome

Emma Dalla Libera
emma.dallalibera@
bonhams.com
Via Sicilia 50
00187 Roma
+39 06 485 900
rome@bonhams.com

The Netherlands

Koen Samson
koen.samson@
bonhams.com
De Lairesestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@
bonhams.com

Portugal

Filipa De Andrade
filipa.deandrade@
bonhams.com
Rua Bartolomeu Dias
no160. 1o
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona & North

Teresa Ybarra
teresa.ybarra@
bonhams.com
+34 930 156 686
+34 680 347 606
barcelona@
bonhams.com

Spain - Madrid

Johann Leibbrandt
johann.leibbrandt@
bonhams.com
Núñez de Balboa
no 4-1C
28001 Madrid
+34 915 78 17 27

Switzerland - Geneva

Live Gallone Moeller
livie.gallonemoeller@
bonhams.com
Rue Etienne-Dumont 10
1204 Geneva
+41 22 300 3160
geneva@bonhams.com

Switzerland - Zurich

Andrea Bodmer
andrea.bodmer@
bonhams.com
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

North America

USA

Representatives:

Arizona

Terri Adrian-Hardy
terri.hardy@
bonhams.com
+1 (602) 859 1843
arizona@bonhams.com

California

Central Valley
David Daniel
david.daniel@
bonhams.com
+1 (916) 364 1645
nevada@bonhams.com

California - Palm Springs

Brooke Sivo
brooke.sivo@
bonhams.com
+1 (760) 350 4255
palmsprings@
bonhams.com

California - San Diego

Brooke Sivo
brooke.sivo@
bonhams.com
+1 (760) 567 1744
sandiego@
bonhams.com

Colorado

Lance Vigil
lance.vigil@
bonhams.com
+1 (720) 355 3737
colorado@
bonhams.com

Florida

April Matteini
april.matteini@
bonhams.com
+1 (305) 978 2459
Alexis Butler
alexis.butler@
bonhams.com
+1 (305) 878 5366
miami@bonhams.com

Georgia

Mary Moore Bethea
mary.bethea@
bonhams.com
+1 (404) 842 1500
georgia@bonhams.com

Illinois & Midwest

Natalie B. Waechter
natalie.waechter@
bonhams.com
+1 (773) 267 3300
Shawn Marsh
shawn.marsh@
bonhams.com
+1 (773) 680 2881
chicago@bonhams.com

Massachusetts & New England

Amy Corcoran
amy.corcoran@
bonhams.com
+1 (617) 742 0909
boston@bonhams.com

Nevada

David Daniel
david.daniel@
bonhams.com
+1 (775) 831 0330
nevada@bonhams.com

New Mexico

Terri Adrian-Hardy
terri.hardy@
bonhams.com
+1 (602) 859 1843
newmexico@
bonhams.com

Oregon & Idaho

Sheryl Acheson
sheryl.acheson@
bonhams.com
+1 (971) 727 7797
oregon@bonhams.com

London

Montpellier Street London
SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

Edinburgh

22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Los Angeles

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

Texas - Dallas

Mary Holm
mary.holm@
bonhams.com
+1 (214) 557 2716
dallas@bonhams.com

Texas - Houston

Lindsay Davis
lindsay.davis@
bonhams.com
+1 (713) 855 7452
texas@bonhams.com

Virginia

Gertraud Hechl
gertraud.hechl@
bonhams.com
+1 (202) 422 2733
virginia@
bonhams.com

Washington & Alaska

Heather O'Mahony
heather.omahony@
bonhams.com
+1 (206) 566 3913
seattle@
bonhams.com

Washington DC Mid-Atlantic Region

Gertraud Hechl
gertraud.hechl@
bonhams.com
+1 (202) 422 2733
washingtonDC@
bonhams.com

Canada

Toronto, Ontario

Kristin Kearney
340 King St East
2nd floor, Office 213
Toronto ON
M5A 1 KB
kristin.kearney@
bonhams.com
+1 (416) 462 9004
info.ca@
bonhams.com

Montreal, Quebec

+1 (514) 209 2377
info.ca@
bonhams.com

Middle East

Israel

Joslynn Halibard
joslynn.halibard@
bonhams.com
+972 (0) 54 553 5337

United Kingdom

South East England

Guildford

Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
guildford@
bonhams.com

Isle of Wight

+44 1273 220 000
isleofwight@
bonhams.com

Representative:

Brighton & Hove

Tim Squire-Sanders
+44 1273 220 000
hove@bonhams.com

West Sussex

+44 (0) 1273 220 000
sussex@
bonhams.com

South West England

Bath

Queen Square House
Charlotte Street
Bath, BA1 2LL
+44 1225 788 988
bath@bonhams.com

Cornwall - Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
truro@bonhams.com

Exeter

The Lodge
Southernhay West
Exeter, Devon
EX1 1JG
+44 1392 425 264
exeter@bonhams.com

Tetbury

Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
tetbury_office@
bonhams.com

Representatives:

Dorset

Matthew Lacey
+44 1935 815 271

East Anglia and Bury St. Edmunds

Michael Steel
+44 1284 716 190
bury@bonhams.com

Norfolk

The Market Place
Reepham
Norfolk, NR10 4JJ
+44 1603 871 443
norfolk@
bonhams.com

Midlands

Knowle

The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
knowle@
bonhams.com

Oxford

Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
oxford@
bonhams.com

Bonhams MPH
The Guard House
Bicester Heritage
Bicester, Oxfordshire
OX26 5HA
+44 1869 229 477
mph@bonhams.com

Yorkshire & North East England

Leeds

The West Wing
Bowcliffe Hall
Bramham
Leeds, LS23 6LP
+44 113 234 5755
leeds@bonhams.com

North West England

Chester

2 St Johns Court
Vicars Lane
Chester, CH1 1QE
+44 1244 313 936
chester@
bonhams.com

Manchester

The Stables
213 Ashley Road
Hale, WA15 9TB
+44 161 927 3822
manchester@
bonhams.com

Channel Islands

Jersey

La Chasse
La Rue de la Vallee
St Mary
Jersey, JE3 3DL
+44 1534 722 441
jersey@bonhams.com

Representative:

Guernsey

+44 1481 722 448
guernsey@
bonhams.com

Scotland

Bonhams West of Scotland

Kirkhill House
Broom Road East
Newton Mearns
Glasgow, G77 5LL
+44 141 223 8866
glasgow@
bonhams.com

Wales

Representatives:

Cardiff

Jeff Muse
+44 2920 727 980
cardiff@bonhams.com

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Paddle number (for office use only)

Bonhams

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box ☐ Would you like to receive e-mailed information from us? if so please tick this box ☐

Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

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. ☐

Sale title:	The Robert S. Huthart Collection of Iwami Netsuke: Part II	Sale date:	Wednesday 6 November 2019
Sale no.	25822	Sale venue:	New Bond Street, London
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls are recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ 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.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/08/19





Bonhams
101 New Bond Street
London, W1S 1SR

+44 (0) 20 7447 7447
bonhams.com

AUCTIONEERS SINCE 1793