# Bonhams



Knightsbridge Jewels

Montpelier Street, London I 17 February 2021

## Knightsbridge Jewels

Knightsbridge, London | Wednesday 17 February 2021 at 11am

#### **BONHAMS**

Montpelier Street Knightsbridge London SW7 1HH www.bonhams.com

### VIDEO VIEWINGS BY APPOINTMENT

Katie Smith FGA katie.smith@bonhams.com +44 (0)20 7468 8281

#### **IMPORTANT NOTICE**

Bonhams continues to hold viewings and sales in accordance to the government guidelines in each region. If local restrictions prevent our salerooms from opening, the sales will either be wholly online or livestreamed from the auction house. Bids will be accepted online, on the Bonhams app, on the telephone and as absentee bids. For up to date information and if you have any questions regarding an upcoming sale please contact Client Services on: +44 (0)20 7447 7447 or info@bonhams.com

#### **BIDS**

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

Please note that bids should be submitted no later than 24 hours prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £500.

### 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.

#### **ENQUIRIES**

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### **ADMINISTRATOR**

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#### SALE NUMBER:

26714

Please see back of catalogue for important notice to bidders

### **ILLUSTRATIONS**

Front cover: Lot 139

#### SHIPPING ENQUIRIES

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#### POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK

Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer's Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers? If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

What do the Star (\*) and Omega  $(\Omega)$  symbols mean? If you buy in this sale you will pay import VAT of 5% (\* symbol) or 20%  $(\Omega)$  symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 days of full payment of your invoice.

### **COLLECTIONS**

Collections strictly by appointment only from Bonhams Knightsbridge, Tuesdays and Thursdays from 10am to 4pm.

### 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/26714 and click on the Register to bid link at the top left of the page.

#### Watches

Important Notice Regarding Importation into the United States of Corum, Franck Muller, Piaget and Rolex watches. Bonhams cannot arrange for the delivery of Corum, Franck Muller, Piaget, Tudor and Rolex watches into The United States. The buyer or designated agent may collect the property in the country of sale. Please also note that in some circumstances we are unable to ship the watch with its strap due to certain import restrictions.

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

#### IMPORTANT INFORMATION

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

#### Bonhams 1793 Limited

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



### CARTIER: DIAMOND FANCY-LINK NECKLACE

The bicoloured fancy-link chain, with alternating links set with brilliant-cut diamonds, one diamond deficient, signed Cartier, numbered, French assay mark, length 38.5cm

£3,000 - 5,000 €3,400 - 5,700

2

#### **CARTIER: EARRINGS**

The bicoloured hoops of undulating design, signed Cartier, numbered, French assay marks, maker's marks, length 2.0cm

£600 - 800 €680 - 910

3

#### **CARTIER: DIAMOND EARSTUDS**

Of foliate design, set with brilliant-cut diamonds, mounted in 18 carat gold, diamonds approx. 0.40cts total, signed Cartier, numbered, Swiss assay marks, European convention marks, length 1.0cm

£1,200 - 1,500 €1,400 - 1,700

### CHOPARD: 'HAPPY DIAMONDS' BRACELET

The brick-link bracelet, set at intervals with glazed heart-shaped links revealing 'floating' brilliant-cut diamonds, mounted in 18 carat gold, signed Chopard, European convention mark, length 19.0cm

£800 - 1,200 €910 - 1,400

5

#### **NOVELTY HORSE BROOCH, CIRCA 1960**

Modelled as a galloping horse, with a ruby eye, partial maker's mark, rubbed and indistinct UK hallmark, length 4.5cm

£500 - 600 €570 - 680

By family tradition, this lot was purchased from Kutchinsky.

6

### GRIMA: AGATE AND DIAMOND PENDANT NECKLACE, 1973-1974

The etched agate slice accented by brilliant and single-cut diamond shoulders, on a fancy-link chain, mounted in 18 carat white gold, pendant signed Grima, pendant and chain with maker's marks AGLtd and London hallmarks, lengths: pendant 4.8cm, chain 58.7cm, accompanied by maker's export invoice dated 8th June 1977

£2,000 - 3,000 €2,300 - 3,400

### LAPIS LAZULI BRACELET, CIRCA 1970

Set with a central oval cabochon lapis lazuli, on an articulated baton strap, dent to one baton, length 17.0cm

£1,500 - 2,000 €1,700 - 2,300

8

#### DIAMOND JARRETIÈRE BRACELET

The textured woven strap with a buckle strap, decorated with brilliant-cut diamonds, diamonds approx. 0.70ct total, length 20.5cm

£3,500 - 4,000 €4,000 - 4,500

9

### MARCO BICEGO: DIAMOND NECKLACE, BRACELET AND EARRING SUITE

The necklace composed of a trace-link chain, interspersed with textured and brilliant-cut diamond beads, the bracelet and earrings en suite, signed Marco Bicego, lengths: necklace 40.5cm, bracelet 17.0cm, earrings 5.5cm, maker's case (3)

£1,500 - 2,000 €1,700 - 2,300







### **BOODLES: AQUAMARINE AND DIAMOND CLUSTER RING**

The central oval-cut aquamarine within an overlapping openwork surround set with brilliant-cut diamonds, mounted in 18 carat white gold, signed Boodles, numbered, maker's mark B&D, London hallmark, ring size approx. M

£800 - 1,200 €910 - 1,400

### ASPREY: GEM-SET NECKLACE AND **BRACELET SUITE**

The fancy-link chain set with cushion-shaped aguamarines, topaz, amethysts and kunzites, the bracelet en suite, mounted in 18 carat white gold, signed Asprey, London hallmark, European convention mark, lengths: necklace 41.0cm, bracelet 18.0cm, maker's case and pouch

£3,000 - 4,000 €3,400 - 4,500 12

### AMETHYST RING AND EARRING SUITE

Set with a cushion-shaped amethyst, the earrings en suite, ring size approx. M1/2, earrings 2.0cm (2)

£800 - 1,200

€910 - 1,400





### TANZANITE AND DIAMOND CLUSTER RING

The rectangular-shaped tanzanite within a brilliant-cut diamond surround, to similarly-cut diamond shoulders, *diamonds approx.* 1.10cts total, ring size approx. K

£1,500 - 2,000 €1,700 - 2,300

14

# BOODLES: AQUAMARINE AND DIAMOND PENDANT AND EARRING SUITE

Set with a pear-shaped aquamarine and brilliant-cut diamonds, the earrings en suite, mounted in 18 carat white gold, signed Boodles, maker's mark BD, London hallmark, numbered, lengths: pendant 2.0cm, chain 45.0cm, maker's case and box (2)

£2,000 - 3,000 €2,300 - 3,400

15

#### **AQUAMARINE RING**

Set with a step-cut aquamarine, *ring size* approx. M

£400 - 600 €450 - 680

16

### THEO FENNELL: DIAMOND AND AQUAMARINE CROSS PENDANT

Of cruciform design, with openwork heart and circular-shaped motifs, set throughout with brilliant-cut diamonds, and a central oval-cut aquamarine, mounted in 18 carat white gold, diamonds approx. 3.95cts total, signed Theo Fennell London, maker's mark TF, London hallmark, length 6.8cm, maker's case and box

£1,800 - 2,200 €2,000 - 2,500

17

### **AMETHYST AND DIAMOND RING, 1997**

Set with a step-cut amethyst, between tapered baguette-cut diamond shoulders, mounted in platinum, partial London hallmark, ring size approx. Q

£600 - 800 €680 - 910

18

### **TOURMALINE AND DIAMOND RING**

The rectangular cushion-shaped tourmaline obliquely set between brilliant-cut diamond shoulders, *diamonds approx. 0.60ct total, ring size approx. N* 

£2,000 - 3,000 €2,300 - 3,400

19

### AMETHYST AND DIAMOND RING

Set with a step-cut amethyst between shoulders of brilliant-cut diamond clusters, mounted in 18 carat white gold, *UK hallmarks, ring size approx. R* 

£800 - 1,200 €910 - 1,400









#### H. STERN: TOPAZ NECKLACE AND EARRING SUITE

The omega-link collar suspending an oval-cut orange topaz pendant, the clasp set with a brilliant-cut diamond, earrings en suite, *maker's mark S, lengths: pendant 2.0cm, collar 41.5cm, earrings 1.8cm, maker's pouch* (2)

£1,500 - 2,000 €1,700 - 2,300

2

### THEO FENNELL: CITRINE AND YELLOW SAPPHIRE CLUSTER RING

The oval checkerboard-cut citrine within tiered surrounds of circularcut yellow sapphires, similarly-set shoulders, mounted in 18 carat gold, maker's mark TF, London hallmark, ring size approx. M, maker's case, pouch and box

£1,500 - 2,000 €1,700 - 2,300

22

### GIANCARLO MONTEBELLO: TOURMALINE AND DIAMOND RING

The oval cabochon green tourmaline within a surround of brilliant-cut diamonds, accented by similarly-cut diamond claws, between scrolling shoulders, diamonds approx. 0.60ct total, unsigned, ring size very approx. M½

£1,000 - 1,500 €1,100 - 1,700

23

### DE GRISOGONO: YELLOW BERYL AND ORANGE SAPPHIRE

The circular-cut pavé-set orange sapphire surmount suspending a briolette-cut yellow beryl drop, converted from an earring, unsigned, length 3.8cm, maker's earring case, pouch and box

£800 - 1,200 €910 - 1,400

Accompanied by Certificate of Authenticity belonging to original earrings.



### THEO FENNELL: TOPAZ AND DIAMOND PENDENT EARRINGS

Each trilliant-cut yellow topaz suspending a brilliant-cut diamond and briolette-cut topaz drop, mounted in 18 carat white and yellow gold, maker's mark TF, London hallmarks, length 4.2cm, maker's case, pouch and box

£1,500 - 2,000 €1,700 - 2,300

25

#### **AQUAMARINE AND WHITE SAPPHIRE PENDENT EARRINGS**

Each pear-shaped aquamarine suspending an oval-cut aquamarine, within a circular-cut white sapphire surround, mounted in 9 carat white gold, *European convention mark, length 3.5cm* 

£800 - 1,200 €910 - 1,400

26

### H. STERN: GEM-SET PENDANT NECKLACE, BRACELET, EARRINGS, AND RING

The pendant with an amethyst surmount suspending a rose quartz, to a snake link chain, the bracelet set with vari-cut amethyst, smoky quartz and rutilated quartz, the earrings en suite, the ring set with a rectangular cushion-shaped amethyst, each with maker's mark H.S, numbered, lengths: pendant 4.5cm, chain 42.0cm, bracelet 19.5cm, earrings 5.5cm, ring size very approx. O, maker's case and box (4)

£1,500 - 2,000 €1,700 - 2,300











#### DIAMOND PENDANT NECKLACE

Set with a princess-cut diamond within a radiating tapered baguette-cut diamond surround, the bezel and surmount set with brilliant-cut diamonds, to a cable-link chain, diamonds approx. 0.90ct total, lengths: pendant 1.9cm, chain 36.0cm

£600 - 800

€680 - 910

28

#### CULTURED PEARL AND DIAMOND PENDANT NECKLACE AND CULTURED PEARL AND DIAMOND RING

The 12.0mm cultured pearl within a double surround of brilliant-cut diamonds, on a boxlink chain, the ring of similar design, *lengths:* pendant 2.0cm, chain 42.2cm, ring size approx. M (2)

£1,000 - 1,500

€1,100 - 1,700

29

### **DIAMOND PENDENT EARRINGS**

Each suspending a rose-cut diamond slice within a brilliant-cut diamond surround, to a similarly-cut diamond surmount, *length* 3.5cm

£800 - 1,200

€910 - 1,400

30

#### **RUBY AND DIAMOND RING**

Set with an oval-cut ruby between pearshaped diamond shoulders, *ring size approx*.  $R^{1/2}$ 

£2,500 - 3,500

€2,800 - 4,000

Accompanied by a report from GCS stating that the ruby weighing 1.36cts (as supplied by client), is of Burmese origin, with no indications of heating. Report number 81289-63, dated 7th December 2020.

31

#### **DIAMOND CRESCENT BROOCH**

Set throughout with brilliant-cut diamonds, diamonds approx. 1.80cts total, length 3.1cm

£1,000 - 1,500

€1,100 - 1,700

32

### DIAMOND NECKLACE, EARRING AND RING SUITE

Composed of alternating scroll and square links, with hanging drops set with brilliant-cut diamonds to the front, the earrings and ring en suite, diamonds approx. 5.20cts total, lengths: necklace 42.0cm, earrings 3.0cm, ring size approx. R½ (3)

£3,000 - 4,000

€3,400 - 4,500



### **SAPPHIRE AND DIAMOND EARRINGS**

The brilliant-cut diamond surmount of scroll design, set with brilliant-cut diamonds, suspending three oval-cut sapphire drops, millegrain detail throughout, diamonds approx. 0.95ct total, length 3.5cm

£2,000 - 3,000 €2,300 - 3,400

Accompanied by a certificate from GCS stating that the sapphires are of Sri Lankan origin, with no indication of heating. Report number 79227-55, dated 6th August 2019.

34

### **DIAMOND ETERNITY RING**

Designed as a central row of baguette-cut diamonds between courses of brilliant-cut diamonds, diamonds approx. 5.00cts total, ring size approx. O (leading edge)

£3,000 - 4,000 €3,400 - 4,500

35

### **DIAMOND BRACELET**

Set throughout with baguette and step-cut diamond links, accented by brilliant-cut diamonds, diamonds approx. 5.40cts total, length 17.3cm

£2,800 - 3,200 €3,200 - 3,600



35





### DIAMOND AND GEM-SET NECKLACE AND BRACELET SUITE

Formed of articulated plaques, decorated with vari-cut sapphires, rubies, emeralds and brilliant-cut diamonds, the bracelet en suite, one gemstone deficient, lengths: necklace 43.0cm, bracelet 17.0cm (2)

£3,000 - 5,000 €3,400 - 5,700

37

### **RUBY, SAPPHIRE AND DIAMOND PENDANT**

The bombé mount of abstract design, set with alternating cabochon rubies and sapphires to the centre, interspersed with brilliant-cut diamonds, to an articulating surmount, three diamonds deficient, possibly converted from a brooch, length 6.2cm

£1,500 - 2,500 €1,700 - 2,800

38

### EMERALD, SAPPHIRE AND DIAMOND BRACELET

Of geometric design, set with step-cut emeralds, sapphires and brilliant-cut diamonds, diamonds approx. 0.70ct total, length 17.6cm

£1,500 - 2,000 €1,700 - 2,300







#### **COLLECTION OF SIX GEM-SET PENDANTS**

1st: A brilliant-cut diamond single-stone pendant, mounted in 18 carat white gold, 2nd: A brilliant-cut diamond single-stone pendant, mounted in 18 carat white and yellow gold, 3rd: An old brilliant and rose-cut diamond lozenge-shaped pendant, mounted in 18 carat white and yellow gold, 4th: A six-stone brilliant-cut diamond pendant, mounted in 18 carat white gold, 5th: An oval-cut sapphire within a spray design, accented with brilliant-cut and old brilliantcut diamonds, mounted in 9 carat white and yellow gold, 6th: An oval-cut sapphire within an openwork scroll design, with brilliant-cut diamond accents set throughout, diamonds approx. 2.50cts total, 1st-4th with UK hallmarks and maker's marks, 5th with partial UK hallmark, lengths: pendants 1.2cm-4.5cm, all five chains 41.6cm-61.3cm, two chains adjustable (6)

£1,500 - 2,000 €1,700 - 2,300

40

### **EMERALD AND DIAMOND NECKLACE**

The scrolling frontispiece set throughout with oval-cut emeralds and single-cut diamonds, length 16.0cm

£2,500 - 3,500 €2,800 - 4,000

41

### THREE DIAMOND RINGS

1st: Pavé-set to the front with brilliant-cut diamonds and similarlycut diamonds of yellow tint, 2nd: Set to the front with princesscut diamonds, 3rd: Set to the front with brilliant-cut diamonds, all mounted in 18 carat gold, diamonds approx. 2.10cts total including diamonds of yellow tint untested for natural colour, all with UK hallmarks, 3rd with European convention mark, ring sizes approx. 1st: M 2nd: M1/2 3rd: R (3)

£1,000 - 1,500 €1,100 - 1,700

### SAPPHIRE AND DIAMOND CLUSTER RING AND EARRING SUITE, AND A PAIR OF DIAMOND AND GEM-SET EARRINGS

1st: The oval-cut sapphire within a surround of brilliant-cut diamonds, pendent earrings en suite, 2nd: Each of trefoil design with a brilliantcut diamond and cabochon ruby, sapphire and emerald within a ropetwist surround, ring size approx. 11/2, earring lengths: 1.5cm and 2.5cm

£1,200 - 1,500 €1,400 - 1,700









### **AQUAMARINE AND DIAMOND NECKLACE AND EARRINGS**

The necklace set with a central pear-shaped aquamarine within a surround of rose-cut diamonds, suspending a similarly-cut aquamarine, between openwork geometric and foliate panels set with rose-cut diamonds and circular-cut aquamarines, the earrings of similar design, *lengths: necklace approx. 40.0cm, earrings 4.0cm* 

£1,500 - 2,000 €1,700 - 2,300



14

### OPAL AND DIAMOND CRESCENT BROOCH, CIRCA 1890

Set with graduated opal cabochons with rose-cut diamond accents, mounted in gold, *length 6.3cm* 

£500 - 700 €570 - 790

45

### **DIAMOND SINGLE-STONE RING**

Set with an old brilliant-cut diamond, diamond approx. 1.80cts, ring size approx. M½

£2,000 - 3,000 €2,300 - 3,400

46

### DIAMOND BROOCH AND TWO GEM-SET BROOCH/PENDANTS, SECOND HALF OF THE 19TH CENTURY

1st: Circa 1850, the quatrefoil bloodstone cabochon accented by rose-cut diamonds, cushion-shaped and oval-cut rubies, within a similarly-set surround, 2nd: Circa 1890, of floral design, set with rose-cut diamonds and a central cushion-shaped diamond, 3rd: Circa 1890, the ribbon bow set with circular-cut rubies and rose-cut diamonds, all mounted in silver and gold, 2nd: French import marks, later brooch fitting, 3rd: one red paste replacement, lengths: 1st 3.5cm, 2nd 6.3cm, 3rd 3.0cm (3)

£800 - 1,200 €910 - 1,400

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



### **GEM-SET NECKLACE, CIRCA 1900**

Set to the front with a circular-cut aquamarine between similarly-cut yellow sapphires and amethysts with knifewire detail, suspending a cable-link chain swag with similarly-cut sapphires and an ovalcut green gemstone, mounted in gold, *length 40.5cm*, cased by Jays, 142-144 Oxford St London

£800 - 1,200 €910 - 1,400

48

### **EMERALD AND DIAMOND RING**

The central millegrain-set step-cut emerald, between similarly-set triangular-cut emeralds, between old brilliant-cut diamond shoulders, diamonds approx. 1.05cts total, ring size approx. N

£600 - 800 €680 - 910

49

### DIAMOND AND ENAMEL HORSE AND JOCKEY BROOCH, CIRCA 1890

The horse pavé-set with rose-cut diamonds, beneath a moving jockey decorated in blue and white enamel, mounted in silver and gold, *length 3.7cm* 

£800 - 1,200 €910 - 1,400

50

### NATURAL PEARL AND DIAMOND RING

The 9.8mm natural pearl with a single-cut diamond accent, within a surround of single-cut diamonds, *ring size approx*. L

£2,200 - 2,500 €2,500 - 2,800

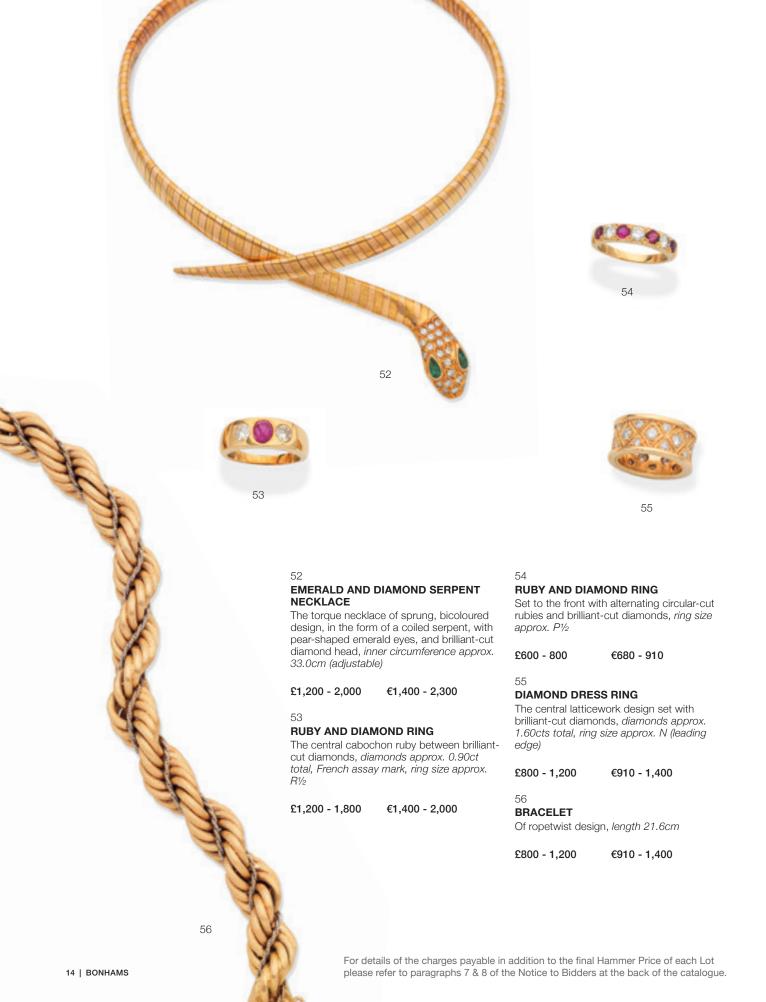
Accompanied by a certificate from GCS stating that the pearl is natural saltwater with no indication of treatment. Report numbered 79181-29, dated 22nd October 2018.

51

### **DIAMOND SERPENT RING, LATE 19TH CENTURY**

Designed as a coiled serpent, the head set with an old brilliant-cut diamond and rose-cut diamond eyes, mounted in gold, *ring size approx. F (leading edge)* 

£600 - 800 €680 - 910





### **DIAMOND NECKLACE**

Of spiral design, set to the front with brilliantcut diamonds, diamonds approx. 4.40cts total, length 42.0cm

£5,000 - 7,000 €5,700 - 7,900

58

### **DIAMOND BANGLE**

The centre of geometric design, set with brilliant-cut diamonds, the bangle hinged to one side, diamonds approx. 4.10cts total, inner measurements approx. 6.0cm x 5.0cm

£2,000 - 3,000 €2,300 - 3,400

59

### CULTURED PEARL AND DIAMOND PENDENT EARCLIPS

Each circular surmount set with brilliant-cut diamonds, suspending a 9.4mm cultured pearl, diamonds approx. 1.50cts total, length 2.8cm

£700 - 1,000 €790 - 1,100







### SAPPHIRE, RUBY, EMERALD AND DIAMOND NECKLACE

Of foliate design, set with carved emeralds, rubies and vari-coloured sapphires, with brilliant-cut diamond accents, to a brick-link chain, diamonds approx. 4.50cts total, inner circumference 38.0cm

£5,000 - 7,000 €5,700 - 7,900

61

#### **RUBY AND DIAMOND BROOCH**

The central pear-shaped cabochon ruby within a foliate surround set with brilliant-cut diamonds, suspending articulated rows of ruby drops and brilliant-cut diamonds, diamonds approx. 3.40cts total, signs of repair to one ruby, length 7.0cm

£2,000 - 3,000 €2,300 - 3,400

62

#### **EMERALD AND DIAMOND RING**

The central step-cut emerald, within an asymmetrical baguette and brilliant-cut diamond surround,  $\it ring size approx. S$ 

£800 - 1,200 €910 - 1,400

63

#### PERIDOT AND TSAVORITE GARNET RING

Set to the centre with a checkerboard-cut peridot in a double surround of circular-cut peridots, between tsavorite garnet shoulders, ring size approx. M1/2

£800 - 1,000 €910 - 1,100



### H. STERN: COLOURED DIAMOND EARSTUDS

Designed as a star motif, set throughout with brilliant-cut diamonds of brown tint, diamonds untested for natural colour, maker's mark S, length 2.5cm, maker's case, pouch and box

£800 - 1,200 €910 - 1,400

65

### CITRINE, SAPPHIRE AND DIAMOND BROOCH AND EARCLIP SUITE

The oval-cut citrine beneath a ribbon surmount and spray, set with vari-coloured treated pear-shaped and circular-cut sapphires and brilliant-cut diamonds, the earrings of similar design, one diamond deficient, diamonds approx. 4.30cts total, lengths: brooch 8.0cm, earclips 4.3cm (2)

£5,000 - 7,000 €5,700 - 7,900

66

#### CITRINE AND DIAMOND RING

The step-cut citrine set within a single-cut diamond surround, one diamond deficient, ring size approx. M

£800 - 1,200 €910 - 1,400

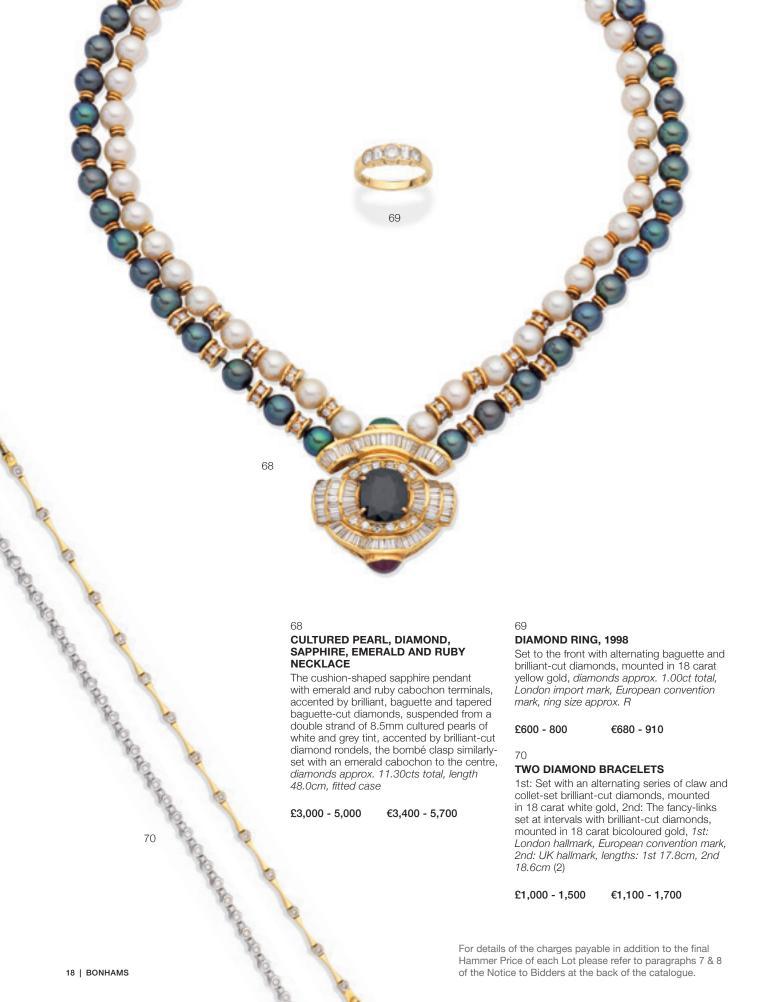
6

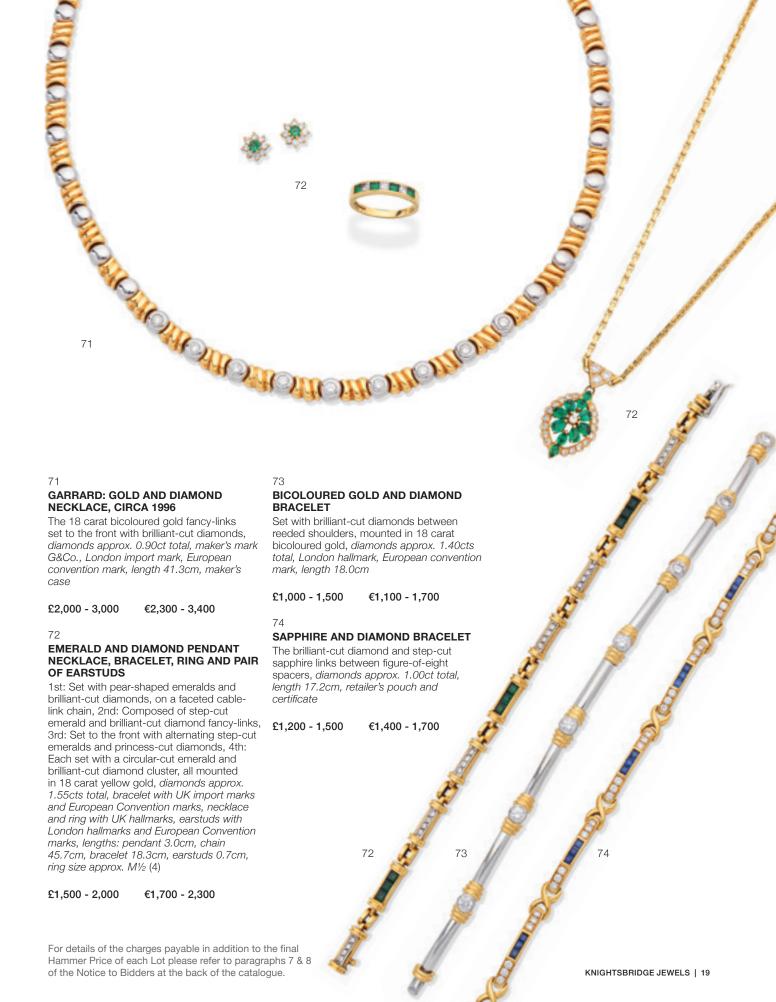
### SAPPHIRE PENDANT, BRACELET, RING AND EARSTUD SUITE

Channel-set with square-cut vari-coloured sapphires on a flattened curb-link chain, mounted in 18 carat white gold, the bracelet and ring en suite, the pendant and bracelet with brilliant-cut diamond accents, accompanied by an unassociated pair of square-cut sapphire earstuds, some treated stones, London hallmarks, European Convention marks, lengths: pendant 3.0cm, chain 40.6cm, bracelet 17.2cm, earstuds 0.5cm, ring size approx. R (4)

£800 - 1,200 €910 - 1,400

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### CHOPARD: 'HAPPY DIAMONDS I LOVE YOU' PENDANT NECKLACE

The cable-link chain suspending a brilliant-cut diamond-set pendant reading I LOVE YOU, with 'love' represented by a heart with glazed compartment revealing a 'floating' diamond, the word YOU integrated to the chain on either side, Chopard, numbered, length 46.0cm, pendent length 4.0cm, maker's pouch and case

£1,500 - 2,000 €1,700 - 2,300

76

### CHOPARD: 'HAPPY DIAMONDS I LOVE YOU' PENDENT EARRINGS

The heart-shaped surmount with glazed compartment revealing a 'floating' brilliant-cut diamond, suspending a trace-link chain depicting the word 'YOU', mounted in 18 carat yellow gold, signed Chopard, numbered, European convention mark, Swiss assay mark, length 7.0cm, maker's case, pouch and box

£800 - 1,200 €910 - 1,400

77

### CHOPARD: DIAMOND 'LOVE' RING

The bombé ring depicting the word 'LOVE' set with brilliant-cut diamonds, the letter 'O' represented by a heart-shaped diamond, weighing 0.53 carat signed Chopard, ring size approx. O½, maker's case, pouch and box

£1,500 - 2,000 €1,700 - 2,300

Accompanied by a certificate of origin.

78

#### FABERGÉ: ENAMEL AND DIAMOND EGG PENDANT NECKLACE AND EARSTUDS

The egg pavé-set with brilliant-cut diamonds, to a Royal blue guilloché enamel cap, suspended from a similarly-cut diamond surmount, the chain set to the front with Royal blue guilloché enamel lozenges, mounted in 18 carat white gold, accompanied by an unassociated pair of bombé earstuds pavé-set with brilliant-cut diamonds, diamonds in necklace 1.16 carats total, signed Fabergé, numbered, maker's mark VM, sponsor's mark, partial UK hallmark, lengths: pendant 3.5cm, chain 46.0cm, earstud diameter 0.9cm, necklace with maker's case, box and certificate of authenticity (2)

£1,500 - 2,000 €1,700 - 2,300

Accompanied by a Certificate of Authenticity from Fabergé.

79

### THEO FENNELL: DIAMOND 'STRIP' EARRINGS AND PENDANT SUITE

The earrings suspending a row of princesscut diamonds with interchangeable hoop and bar surmounts, the pendant en suite, mounted in 18 carat white gold, diamonds approx. 3.70cts total, maker's mark TF, London hallmark, lengths: earrings 2.0cm, pendant 3.2cm, maker's case, pouch and box (2)

£2,500 - 3,500 €2,800 - 4,000





#### SAPPHIRE AND DIAMOND RING

Centrally set with an oval-cut sapphire between rows of brilliant-cut diamonds, unsigned, ring size approx. T½ (leading edge), engraved case by Theo Fennell

£500 - 700

€570 - 790

81

### CULTURED PEARL AND DIAMOND NECKLACE

The single strand of 12.9mm-16.3mm baroque cultured pearls, to a spherical clasp set with brilliant-cut diamonds, *diamonds* approx. 1.15cts total, length 51.5cm

£1,500 - 2,500 €1,700 - 2,800

82

#### THEO FENNELL: RUBY 'ART' EARSTUDS

Each heart-shaped earstud pavé-set throughout with circular-cut rubies, mounted in 18 carat white gold, signed Theo Fennell London, London hallmarks, width 1.2cm, maker's case, pouch and box

£1,000 - 1,500 €1,100 - 1,700

83

### SAPPHIRE, RUBY AND DIAMOND RING AND EARRING SUITE

The ring set with two spheres, pavé-set with circular-cut rubies and sapphires, the shoulders set with brilliant-cut diamonds, the earrings en suite, *ring size approx. M*, *earrings 2.5cm*, *maker's pouch* (2)

£1,500 - 2,000 €1,700 - 2,300



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





### **DIAMOND CLUSTER RING**

Set with an old brilliant-cut diamond within a similarly-cut diamond surround, diamonds approx. 1.20cts total, ring size approx. Q1/2

£1,500 - 2,000 €1,700 - 2,300

87

### SAPPHIRE AND DIAMOND PENDANT NECKLACE

Set with a pear-shaped sapphire within a surround of single and brilliant-cut diamonds, lengths: pendant 1.8cm, chain 44.5cm

£800 - 1,200 €910 - 1,400

88

### **DIAMOND WATCH, CIRCA 1960**

The circular dial with baton and Arabic numeral hourmarkers, within a marquise-cut diamond bezel, to a textured brick-link strap further accented by similar-cut diamonds, diamonds approx. 6.50cts total, length 16.2cm

£3,000 - 4,000 €3,400 - 4,500

89

### **DIAMOND ETERNITY RING**

Set with a continuous row of brilliant-cut diamonds, diamonds approx. 2.00cts total, ring size approx. N

£800 - 1,200 €910 - 1,400

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





### **DIAMOND CRESCENT BROOCH**

Set with old brilliant-cut diamonds, diamonds approx. 3.20cts total, length 3.7cm

£1,000 - 1,500 €1,100 - 1,700

91

#### **DIAMOND EARRINGS**

Each surmount set with a trilliant-cut diamond suspending a knifewire spray set with brilliant-cut diamonds, mounted in 18 carat white gold, *London hallmarks*, *length 2.2cm* 

£1,500 - 2,000 €1,700 - 2,300

92

### DIAMOND PENDANT NECKLACE AND BRACELET SUITE

The tear-shaped drops set with a trio of brilliant-cut diamonds, mounted in platinum, the bracelet en suite, diamonds approx.

1.25cts total, pendant and chain with UK hallmarks and European convention marks, lengths: pendant 3.8cm, chain 40.0cm, bracelet 17.0cm (2)

£1,200 - 1,500 €1,400 - 1,700

93

### THEO FENNELL: DIAMOND PENDANT NECKLACE

The heart-shaped pendant decorated with a cobweb and spider, set throughout with brilliant-cut diamonds, to a trace-link chain interspersed with similarly-cut diamond accents, mounted in 18 carat white gold, signed Theo Fennell London, London hallmarks, lengths: pendant 3.0cm, chain 41.0cm

£2,000 - 3,000 €2,300 - 3,400





### EMERALD AND DIAMOND PENDANT NECKLACE

The cabochon emerald drop suspended from a brilliant-cut diamond surmount of foliate design, to a double trace-link chain with similarly-set diamond rondels, *lengths:* pendant 4.5cm, chain 41.5cm

£1,500 - 2,000 €1,700 - 2,300

95

### **EMERALD AND DIAMOND RING**

The square step-cut emerald set within a brilliant-cut diamond surround, *ring size* approx. O%

£800 - 1,200 €910 - 1,400

96

#### **DIAMOND SINGLE-STONE RING**

Set with a brilliant-cut diamond, mounted in 18 carat white gold, two claws deficient, diamond approx. 0.70ct, London hallmark, ring size approx. O

£800 - 1,200 €910 - 1,400

97

### DIAMOND AND COLOURED DIAMOND PENDANT AND BRACELET SUITE

The brilliant-cut diamond pendant centrally set with a similarly-cut diamond of brown tint, on a flattened curb-link chain, the bracelet en suite, mounted in 18 carat gold, diamonds approx. 3.50cts total, diamonds of brown tint untested for natural colour, signed Picchiotti, London hallmarks, chain signed Unoaerre with UK import mark, lengths: pendant 2.6cm, chain 50.3cm, bracelet 17.5cm (2)

£1,800 - 2,200 €2,000 - 2,500





#### JADE AND DIAMOND RING

The jade cabochon centrally set within a brilliant and baguette-cut diamond surround, ring size approx. M½

Accompanied by a report from GCS stating that the jadeite jade weighing 7.85cts (as supplied by client) is natural, with no indications of impregnation. Report number 80270-92, dated 10th August 2020.

99

#### JADE AND DIAMOND BRACELET

Set to the front set with oval jade cabochons, accented by single and rose-cut diamonds to a fancy link strap, *length 14.0cm* 

£3,000 - 5,000 €3,400 - 5,700

Accompanied by a report from GCS stating that the jadeite jade has no indication of impregnation. Report number 81289-43, dated 8th December 2020.

100

### EMERALD AND DIAMOND CLUSTER RING

Set with an octagonal step-cut emerald, within a surround of brilliant-cut diamonds, mounted in 18 carat yellow gold, *diamonds* approx. 1.00ct total, UK hallmark, ring size approx. O

£1,000 - 1,500 €1,100 - 1,700

101

#### **EMERALD AND DIAMOND SAUTOIR**

The faceted emerald bead tassel, suspended from a longchain accented by trios of similarly-cut emerald beads, via a pavé-set single-cut diamond cap, pendant detachable, lengths: pendant 14.5cm, chain 99.0cm

£2,000 - 3,000 €2,300 - 3,400







### 102 <sup>Y</sup>

### CORAL BEAD NECKLACE WITH EMERALD AND DIAMOND CLASP

The five strands of graduated *corallium rubrum* beads to a clasp set with a central oval cabochon emerald in a surround of pavé-set brilliant-cut diamonds, *length of shortest strand* 48.0cm

£1,500 - 2,000 €1,700 - 2,300

This lot will be subject to US Fish and Wildlife inspection if imported into the USA.

103

### SPINEL AND GARNET PENDENT EARRINGS

Each cushion-shaped pink spinel surmount suspending a beaded garnet sphere, *length* 2.8cm

£1,200 - 1,500 €1,400 - 1,700

104

### JOHN DONALD: GOLD AND RHODOLITE GARNET BRACELET, 1968

The series of cushion-shaped and oval-cut garnets obliquely-set in textured 18 carat gold settings of abstract form, *maker's mark JAD, London hallmark, length 19.0cm, maker's case* 

£2,000 - 3,000 €2,300 - 3,400

105 '

### RETAILED BY BOUCHERON: CORAL, NEPHRITE AND ONYX BEAD NECKLACE, CIRCA 1985

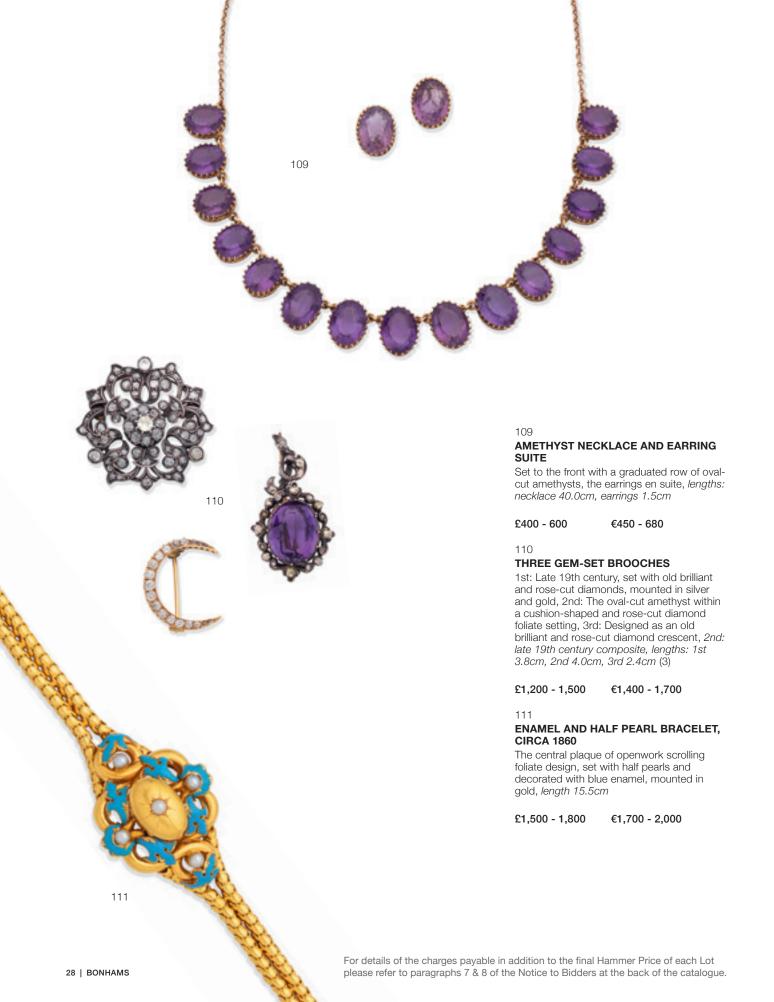
Designed as a single row of corallium rubrum, nephrite and onyx beads with fluted spacers, retailer's pouch, accompanied by copies of the retailer's invoice, insurance valuation and cover letter dated 25th November 1985, length 80.0cm

£1,500 - 2,000 €1,700 - 2,300

This lot will be subject to US Fish and Wildlife regulations if imported into the USA.















#### PAIR OF EMERALD BROOCHES

Of girandole design, each set with step and oval-cut emeralds in closed-back settings, within scrolling openwork surrounds set with rose-cut diamonds, *length 6.5cm* 

£3,000 - 5,000 €3,400 - 5,700

113

### TURQUOISE AND SEED PEARL BANGLE, CIRCA 1860

The bifurcated hinged bangle decorated with circular turquoise cabochons and seed pearls, set to the front with an openwork plaque similarly set, mounted in silver and gold, three turquoise cabochons deficient, inner measurements 6.1cm x 4.8cm, fitted case

£1,000 - 1,500 €1,100 - 1,700

114

#### SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire within an openwork foliate mount, set with cushion-shaped diamonds, between decorative tri-coloured scrolling shoulders, *ring size approx. M* 

£2,000 - 3,000 €2,300 - 3,400

Accompanied by a report from GCS stating that the sapphire is of Basaltic origin with no indications of heating. Report number 81287-33, dated 19 November 2020.



114

115

### GOLD AND SILVER PASTE BROOCH, LATE 19TH CENTURY

Depicting two fighting knights within a scrolling surround, set with pink circular-cut paste, *length 6.0cm* 

£800 - 1,200 €910 - 1,400

116

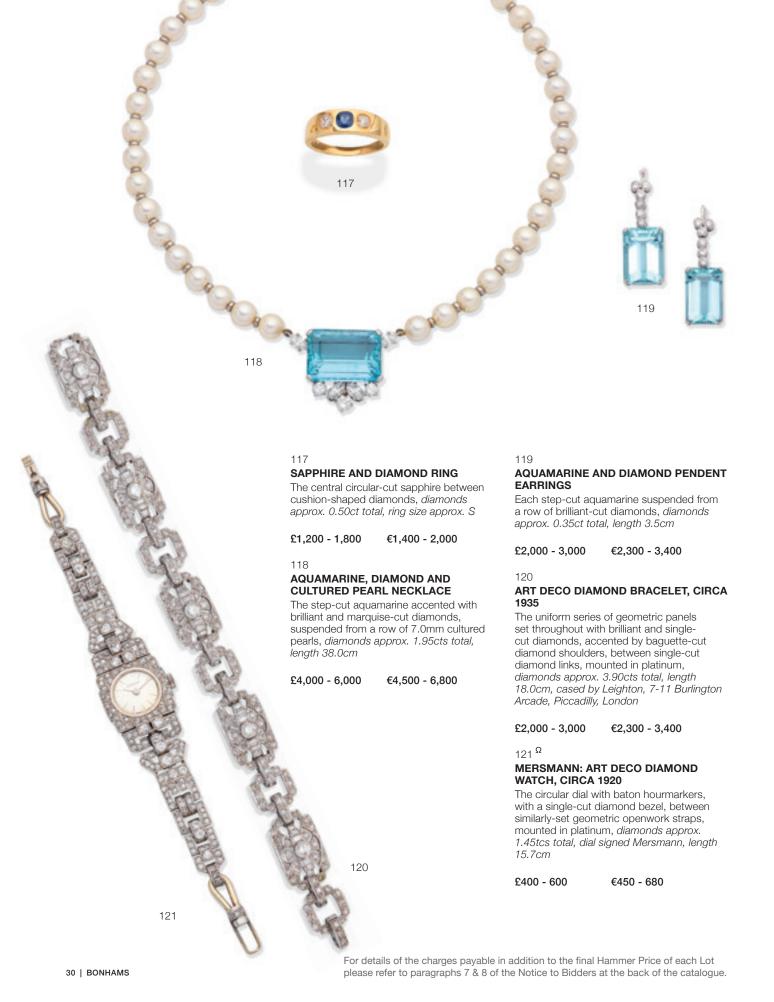
### PEARL AND GEM-SET TASSEL PENDANT, EARLY 20TH CENTURY

The graduated pearl and seed pearl tassel, terminating with emerald bead drops, to an openwork cupola surmount set with rose-cut diamonds, circular and oval-cut sapphires, mounted in silver and gold, two diamonds deficient, pearls untested, length 11.0cm

£3,000 - 5,000 €3,400 - 5,700



116





### RUBY AND DIAMOND BAR BROOCH, CIRCA 1920

Millegrain-set with step-cut diamonds and rubies, the gallery engraved with a scrolling acanthus leaf design, mounted in platinum, diamonds approx. 1.50cts total, length 4.7cm, cased

£1,000 - 1,500 €1,100 - 1,700

123

#### **RUBY AND DIAMOND RING**

The central oval-cut ruby between brilliantcut diamonds of yellow tint, diamonds untested for natural colour, diamonds approx. 0.60ct total, French assay mark, ring size approx. R

£1,500 - 2,000 €1,700 - 2,300

124

#### **NATURAL PEARL NECKLACE**

The single row of graduated 1.8mm-5.0mm natural pearls to a seed pearl clasp, *length* 47.5cm

£1,500 - 2,000 €1,700 - 2,300

Accompanied by a report from GCS stating that the pearls measuring over 3mm are natural, saltwater pearls. The seed pearls under 3mm may be either natural or cultured. Report number 80245-61, dated 2nd December 2019.

125

#### AQUAMARINE AND DIAMOND RING

The step-cut aquamarine between baguette-cut diamond shoulders, diamonds approx. 0.35ct, ring size approx. 0½

£400 - 600 €450 - 680

126

### **AQUAMARINE PENDANT**

Set with a step-cut aquamarine, weighing 43.52 carats, *length 3.0cm* 

£3,000 - 5,000 €3,400 - 5,700

Accompanied by a report from Istituto Gemmologico Nazionale stating natural beryl, variety aquamarine. Report number 29246, dated 30th November 2020.







### ART DECO AQUAMARINE AND DIAMOND BROOCH, CIRCA 1920

The octagonal step-cut aquamarine between baguette-cut diamond shoulders, in a brilliant and single-cut diamond setting with trefoil terminals, mounted in platinum, *length* 4.3cm, fitted case by Mallett, 40 New Bond Street, London & The Octagon, Bath

£1,500 - 2,000 €1,700 - 2,300

128

### DIAMOND BROOCH/PENDANT, CIRCA 1890

Of garland design, the scrolling surmount set with old brilliant and rose-cut diamonds suspending a swag of similarly-cut diamonds, mounted in silver and gold, diamonds approx. 7.00cts total, later pin fitting, length 6cm

£3,000 - 4,000 €3,400 - 4,500



127

129

### NATURAL PEARL AND DIAMOND BROOCH, CIRCA 1890

The 6.0mm-7.0mm natural pearls within a cartouche design set with cushion-shaped, old brilliant and rose-cut diamonds, mounted in platinum and gold, *later brooch pin*, *diamonds approx.* 3.30cts total, length 3.5cm

£5,000 - 7,000 €5,700 - 7,900

Accompanied by a report from GCS stating that the pearls are natural, saltwater with no indications of treatment. Report number 5777-9214, dated 15th March 2017.

130

#### DIAMOND MISTLETOE PENDENT EARRINGS, CIRCA 1890

Each sprig of mistletoe set with old brilliantcut diamonds, mounted in silver and gold, later earring fittings, diamonds approx. 2.25cts total, length 3.0cm

£1,500 - 2,000 €1,700 - 2,300

131

### **DIAMOND BAR BROOCH, CIRCA 1890**

Set throughout with old brilliant-cut diamonds, accented by trefoil terminals, one diamond deficient, diamonds approx. 2.50cts, length approx. 8.5cm

£700 - 900 €790 - 1,000

132

### AQUAMARINE AND DIAMOND EARRINGS

Each with an old brilliant-cut diamond surmount suspending an oval-cut aquamarine, *length 1.6cm* 

£1,800 - 2,200 €2,000 - 2,500

133

### **DIAMOND THREE-STONE RING**

Set with three cushion and old brilliant-cut diamonds, diamonds approx. 1.00ct total, ring size approx. K

£600 - 800 €680 - 910

134

### **NATURAL PEARL NECKLACE**

The single row of 3.5mm-4.5mm natural pearls, to an emerald cabochon and rose-cut diamond clasp, *length 120.0cm* 

£3,000 - 5,000 €3,400 - 5,700

Accompanied by a report from GCS stating that the pearls are natural saltwater. Report number 81289-10, dated 9th December 2020.



# **PEARL PENDANT, CIRCA 1890**

The red enamel heart depicting a winged cherub in polychrome enamel with gilt highlights, within blue, white and black enamel surrounds decorated with foliate and geometric motifs, mounted in gold with seed pearl accents and a glazed compartment to the reverse, maker's mark CG, glass to reverse loose in setting, length 4.3mm

£5,000 - 7,000 €5,700 - 7,900

cut rubies and old brilliant-cut diamonds, diamonds approx. 1.45cts total, ring size approx. L1/2

£2,500 - 3,500 €2,800 - 4,000



136





### **KEVIN COATES: SCULPTURE "ICARUS", 1980-1**

The acrylic block with the figure of Icarus as a youth in upward motion, with head turned and eyes glancing down, the golden sun above beaming down a rainbow of heat and sunlight, mounted in gold, silver and gold leaf, signed and dated on the reverse, dimensions: 14.5cm x 4.8cm x 3.6cm

£1,500 - 2,000 €1,700 - 2,300

Illustrated and described in "Kevin Coates, A Hidden Alchemy. Goldsmithing: Jewels and Table-Pieces", Stuttgart, 2008, No 53.S.80.

Icarus as an 'angel figure' appears frequently in Coates' work, the present lot probably being one of the first produced. Other early examples include a large-scale memorial sculpture of 1984 titled, 'Ikaros' dedicated to his father (ill. No 112.S.84) and its 1981 prototype cast in oxidised and patinated silver with gold leaf detail (ill. No 72.S.81).

In Greek mythology, Icarus is imprisoned on the island of Crete with his father, Daedalus, the legendary craftsman who makes wings of feathers and wax for each of them to make their escape. Despite his father's warnings, Icarus flies too close to the sun. His wings melt in the heat and Icarus plunges to his death by drowning in the sea.

138

### GEORGINA FOLLET: ENAMEL FLOWER NECKLACE

The necklace designed as garlands of vari-coloured plique-à-jour flowers and leaves, *unsigned*, *length* 54.0cm

£1,500 - 2,000 €1,700 - 2,300

Accompanied by a copy of the retailer's receipt.

London born Georgina Follett, is a contemporary visual craft practitioner specialising in plique-à-jour enamelling in precious metals, creating a stained glass effect. Examples of her work can be found in the Victoria and Albert Museum and National Museums Scotland.



## VICTOIRE DE CASTELLANE FOR DIOR: RUBELLITE, TOURMALINE, DIAMOND AND GEM-SET RING

The 105.45 carat cabochon rubellite tourmaline, within an elaborate foliate mount, set with vari-coloured circular-cut gems including tsavorite garnets, pink and orange sapphires, with an entwined serpent, pavé-set with brilliant-cut diamonds and green gemstone set eyes, diamonds 1.58cts total, signed Dior, numbered K6346 53, French assay mark, ring size approx. L

£15,000 - 20,000 €17,000 - 23,000

Accompanied by a copy of a certificate/valuation from Dior.

140

### WENDY YUE: CAMEO AND GEM-SET DRESS RING, 2012

The shell cameo of a lion's head set within tendrils and leaves with an antelope's head to one corner, set throughout with circular-cut varicoloured sapphires, tsavorites and brilliant-cut diamonds of brown tint, mounted in 18 carat white gold, diamonds untested for natural colour, London hallmark, ring size approx. O

£4,000 - 6,000 €4,500 - 6,800

Accompanied by a copy of a Certificate of Authenticity from Wendy Yue.



140 (two views)







- 1-

### FABERGÉ: ENAMEL EGG PENDANT NECKLACE AND TWO ENAMEL EGG PENDANTS

1st: The black enamel egg accented by brilliant-cut diamonds, suspended from a spiga-link chain, mounted in 18 carat white gold, 2nd: Mounted in 18 carat bicoloured gold, 3rd: The teal blue guilloché enamel egg mounted in 18 carat white gold with brilliant-cut diamond accents, all signed Fabergé, numbered, maker's marks VM, sponsor's marks, UK hallmarks, lengths: 1st pendant 3.0cm, chain 46.0cm, 2nd: 2.9cm, 3rd 2.6cm, all with maker's cases, 1st and 3rd accompanied by certificates of authenticity from Fabergé (3)

£1,500 - 2,000 €1,700 - 2,300

142

## SAPPHIRE AND DIAMOND RING AND RUBY AND DIAMOND RING

1st: The cushion-shaped sapphire between princess-cut diamond shoulders, 2nd: Set with circular-cut rubies and single-cut diamonds, ring sizes 1st approx. N½, 2nd approx. N (2)

£300 - 500 €340 - 570

143

## RUBY AND DIAMOND PENDENT EARRINGS

Each suspending a cabochon ruby, from a brilliant-cut diamond surmount, *length 3.0cm* 

£800 - 1,200 €910 - 1,400

144

## PINK SAPPHIRE AND DIAMOND RING

Set with oval and circular-cut pink sapphires with brilliant-cut diamond accents, *ring size* approx. I

£1,800 - 2,500 €2,000 - 2,800

145

### FABERGÉ: ENAMEL AND DIAMOND PENDANT NECKLACE AND BRACELET

The Royal blue guilloché enamel pendant mounted in 18 carat white gold with brilliant-cut diamond accents, suspended from an unassociated 18 carat white gold fancy-link chain, the bracelet of similar design, diamonds weighing 0.47cts total, pendant and bracelet signed Fabergé, numbered, maker's marks VM, sponsor's marks, London hallmarks, lengths: pendant 2.2cm, chain 44.5cm, bracelet 18.0cm, one maker's case, accompanied by three certificates of authenticity from Faberge (2)

£1,500 - 2,000 €1,700 - 2,300

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





#### 146

## GARRARD: ENAMEL REGIMENTAL BROOCH, 1992

The insignia of the Royal Army Ordnance Corps decorated in red guilloché and Royal blue enamel, inscribed with the motto of the Order of the Garter, HONI SOIT QUI MAL Y PENSE ('shamed be whoever thinks bad of it') and the Board of Ordnance motto, SUA TELA TONANTI, ('to the warrior his arms') mounted in 9 carat yellow gold, maker's mark G&Co. Ltd., UK hallmark, length 3.2cm, maker's case

£200 - 300 €230 - 340

147

## ENAMEL AND DIAMOND REGIMENTAL BROOCH OF THE SCOTS GUARDS, 1976

The central purple enamelled thistle motif, within a green enamelled border inscribed 'NEMO ME IMPUNE LACESSIT' (no one provokes me with impunity), to a round brilliant-cut diamond-set St Andrew's saltire, spaced with heraldic rays, mounted in 18 carat white and yellow gold, diamonds approx. 4.80cts total, London hallmark, length 5.0cm

£3,000 - 4,000 €3,400 - 4,500

148

## **SAPPHIRE AND DIAMOND RING, 1967**

Set with an oval-cut sapphire between cushion-shaped diamonds, mounted in 18 carat yellow gold, diamonds approx. 0.85ct total, London hallmark, ring size approx. U

£1,200 - 1,500 €1,400 - 1,700

149

## **RUBY AND DIAMOND RING**

The central old brilliant-cut diamond between circular-cut rubies, diamond approx. 0.55ct, Hungarian assay mark, ring size approx. T1/2

£1,200 - 1,500 €1,400 - 1,700











## DIAMOND HORSE BROOCH

Designed as a galloping horse, set with rose and cushion-shaped diamonds, with a cabochon ruby eye, mounted in silver and 9 carat gold, diamonds approx. 0.50ct total, partial London hallmark, length 4.0cm

£1.000 - 1.500 €1.100 - 1.700

15

## CULTURED PEARL AND DIAMOND BALLERINA RING

The 11.2mm x 12.8mm cultured pearl, within an undulating surround of brilliant, baguette and marquise-cut diamonds, between shoulders of baguette-cut diamonds, diamonds approx. 3.10cts total, ring size approx. L

£2,500 - 3,000 €2,800 - 3,400

152

## **DIAMOND COCKTAIL WATCH**

The rectangular dial with Arabic numerals, the bezel set with single and baguette-cut diamonds, between geometric links set with single, baguette and brilliant-cut diamonds, diamonds approx. 3.20cts total, length 15.5cm

£2,000 - 3,000 €2,300 - 3,400

153

## **ONYX AND DIAMOND RING**

The oval-shaped panel with a central onyx plaque set with a brilliant-cut diamond, each end millegrain set with single-cut diamonds, principal diamond approx. 0.70ct, remaining diamonds approx. 0.20ct total ring size approx. Q

£1,500 - 2,000 €1,700 - 2,300

154

## **EBEL: DIAMOND DRESS WATCH**

The circular white dial with baton hourmarkers, within a single-cut diamond bezel, the bracelet half-set with baguette, old brilliant and similarly-cut diamonds, to a sprung-link chain, diamonds approx. 1.80cts, signed Ebel, Dutch assay mark, length 12.0cm

£1,000 - 1,500 €1,100 - 1,700









## 155

## **ROLEX: DIAMOND DRESS WATCH**

The square cream dial with baton hourmarkers, set with brilliant-cut diamond lugs, to a textured brick-link strap, signed Rolex, numbered, safety chain deficient, length 17.0cm to 17.5cm (adjustable)

£1,500 - 2,000 €1,700 - 2,300

156

## DIAMOND AND RUBY FISH BROOCH

Realistically modelled as a fish, set throughout with single-cut diamonds, accented by circular-cut rubies with millegrain detail, diamonds approx. 3.30cts total, length 8.5cm

£3,000 - 4,000 €3,400 - 4,500

## NATURAL PEARL AND DIAMOND BROOCH

The floral spray set with brilliant and singlecut diamonds, accented by a pair of 9.4mm x 11.6mm and 8.2mm x 12.3mm natural pearls, diamonds approx. 2.25cts total, length 4.0cm

£4,000 - 6,000 €4,500 - 6,800

Accompanied by a report from GCS stating that the pearls are natural, saltwater with no indications of treatment. Report number 81288-38, dated 2nd December 2020.

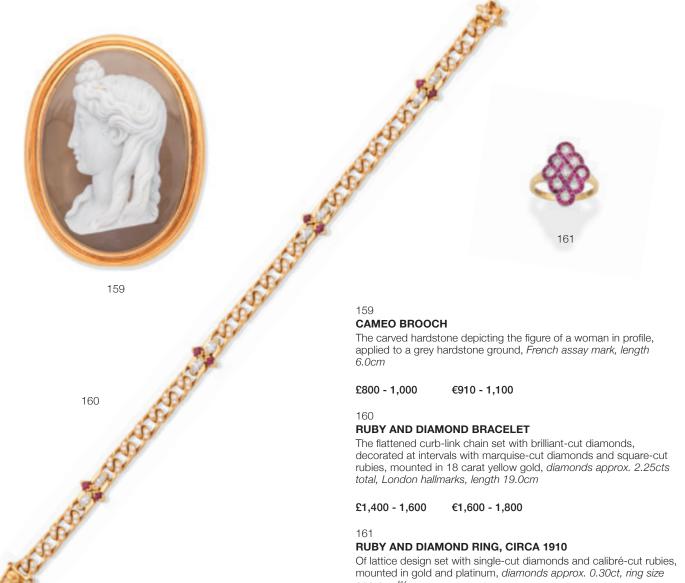
158

## **DIAMOND DRESS WATCH**

The rectangular dial, accented by an old brilliant-cut diamond set bezel and lugs, to an adjustable mesh strap, diamonds approx. 2.10cts total, length adjustable

£1,000 - 1,500 €1,100 - 1,700





approx. J1/2

£1,200 - 1,500 €1,400 - 1,700

162

## **DIAMOND FANCY-LINK BRACELET, CIRCA 1900**

Each link designed as a serpent clutching a cushion-shaped diamond in its mouth, the central plaque with two angel busts and a cross motif set with cushion and rose-cut diamonds, mounted in silver and gold, diamonds approx. 1.20cts total, Russian assay mark, length 17.5cm

£1,000 - 1,500 €1,100 - 1,700







#### SAPPHIRE AND DIAMOND FIVE-STONE RING

Set with alternating oval-cut sapphires and old brilliant-cut diamonds, diamonds approx. 0.80ct total, ring size approx. N

£1,500 - 1,800 €1,700 - 2,000

164

#### **RUBY AND DIAMOND CLUSTER RING**

Set with a central oval-cut ruby within a surround of old brilliant-cut diamonds, mounted in silver and 14 carat yellow gold, *diamonds* approx. 1.20cts total, London hallmark, ring size approx. P

£1,800 - 2,200 €2,000 - 2,500

165

## **DIAMOND BANGLE, LATE 19TH CENTURY**

Set to the front with an openwork quatrefoil motif, of cushion-shaped, old brilliant and rose-cut diamonds, between similarly-set foliate shoulders, *diamonds approx. 0.90ct total, inner measurements 6.3cm x 4.9cm, cased by Fred K Berry, 130 Jermyn St* 

£800 - 1,200 €910 - 1,400

166

### **SAPPHIRE AND DIAMOND BANGLE, CIRCA 1895**

Set to the front with alternating circular-cut sapphires and old brilliant-cut diamonds, mounted in gold, *diamonds approx. 2.80cts total, inner measurements 5.2cm x 4.8cm* 

£5,000 - 7,000 €5,700 - 7,900

167

## **RUBY AND DIAMOND CLUSTER RING**

The central cushion-shaped ruby within an openwork surround of old brilliant and cushion-shaped diamonds, between similarly-set shoulders, diamonds approx. 1.80cts total, ring size approx. J (sizing beads)

£3,000 - 5,000 €3,400 - 5,700

Accompanied by a report from GCS stating that the ruby, weighing 1.90cts (as supplied by client), is of Thai origin with no indications of heating. Report number 81287-32, dated 19 November 2020.













173

## DIAMOND BRACELET

The flattened curb-link bracelet set with brilliant-cut diamonds, diamonds approx. 6.00cts total, length 18.5cm

£4,500 - 5,500 €5,100 - 6,200

172<sup>†</sup>

## **GRAFF: RUBY AND DIAMOND CUFFLINKS**

Single-sided, set with square step-cut rubies, and baquette-cut diamonds, to a similarly set T-bar terminal, diamonds 0.83ct total, rubies 2.46cts total, signed Graff, numbered 1256, width 1.4cm, maker's pouch

£5,000 - 7,000 €5,700 - 7,900

## Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

173

### PIAGET: RUBY 'POSSESSION' RING. 1998

With a rotating central band, accented by a step-cut ruby, signed Piaget, numbered, ring size approx. M

£600 - 800 €680 - 910 174 †

### **GRAFF: EMERALD AND DIAMOND CLUSTER RING**

Set with a central circular-cut emerald, weighing 0.53 carat, within a surround of brilliant-cut diamonds, between similarly-cut diamond shoulders, mounted in 18 carat white gold, diamonds 3,37cts total, signed Graff, numbered GR28239, maker's mark GD, partial London hallmark, European convention mark, ring size approx. K, maker's pouch

€7,900 - 10,000 £7,000 - 9,000

#### Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

175 †

## **GRAFF: EMERALD 'BUTTERFLY'** PENDANT NECKLACE

Set with marquise and pear-shaped emeralds, mounted in 18 carat white gold, emeralds 2.47cts total, signed Graff, numbered 15555, maker's mark GD, partial London hallmark, European convention mark, lengths: pendant 1.3cm, chain 41.0cm, maker's pouch

£6.000 - 8.000 €6,800 - 9,100

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

176

#### **BOODLES: DIAMOND AND TOURMALINE 'CABARET' PENDENT EARRINGS**

Of star motif design, set throughout with brilliant-cut diamonds, suspending detachable pear-shaped tourmaline drops, mounted in 18 carat white gold, diamonds approx. 2.20cts total, maker's mark BD, London hallmark, length 4.5cm, maker's case, pouch and box

£3,000 - 4,000 €3,400 - 4,500













181

## 177

## **DIAMOND SPRAY BROOCH**

Set throughout with brilliant, marquise and baguette-cut diamonds, diamonds approx. 6.50cts total, length 5.0cm

178 <sup>Y</sup>

## CHOPARD: DIAMOND-SET 'HAPPY SPORT' WATCH

The mother-of-pearl dial with Roman chapters to the cardinal points and 'floating' brilliant-cut diamonds, date aperture at 6, the bezel set with brilliant-cut diamonds, the case accented by sapphire cabochon crown and lugs, on a black crocodile leather strap, diamonds 2.07cts total, signed Chopard, numbered, full length including buckle 21.0cm (adjustable), maker's case, pouch, box and certificate of authenticity

Please note, we are unable to ship this lot overseas with its strap due to CITES regulations regarding material derived from endangered or otherwise protected species. The successful buyer is welcome to collect from our salerooms by appointment.

Please also note, the lot will be subject to US Fish and Wildlife regulations if imported into the USA, owing to the mother-of-pearl dial.

## 179

## **CARTIER: DIAMOND RING, 1996**

Of bombé design, set with a heart-shaped diamond, diamond approx. 0.30ct, signed Cartier, numbered, maker's mark, French assay mark, ring size approx. L½

£800 - 1,200 €910 - 1,400

180

## **DIAMOND EARCLIPS**

Set with brilliant and baguette-cut diamonds, diamonds approx. 1.85cts total, length 1.8cm

£800 - 1,200 €910 - 1,400

181

#### **DIAMOND BROOCH**

Set throughout with brilliant-cut diamonds, diamonds approx. 1.55cts total

£1,500 - 2,000 €1,700 - 2,300



## EMERALD AND DIAMOND BALLERINA RING

The step-cut emerald within an undulating surround of tapering baguette-cut diamonds, diamonds approx. 1.25cts total, maker's mark, ring size approx. P

£5,000 - 6,000 €5,700 - 6,800

Accompanied by a report from the GCS stating that the emerald is Colombian, with indications of minor clarity enhancement. Report number 81278-57, dated 29th September 2020.

183

#### **TIFFANY: DIAMOND EARSTUDS**

Each set with a princess-cut diamond, weighing 2.07 carats total, mounted in platinum, signed Tiffany & Co, maker's mark, London hallmark, length 0.6cm, maker's case, pouch and box

£6,000 - 8,000 €6,800 - 9,100

184

## DIAMOND NECKLACE

Set to the front with graduated brilliant-cut diamonds, diamonds approx. 6.15cts total, length 42.0cm

£1,500 - 2,500 €1,700 - 2,800

185

## **DIAMOND SINGLE-STONE RING**

Set with a brilliant-cut diamond, weighing 3.00 carats, mounted in 18 carat gold, *UK hallmark, ring size approx.* M½

£2,800 - 3,200 €3,200 - 3,600

186

## MONTBLANC: DIAMOND STAR NECKLACE

The openwork star set with brilliant-cut diamonds, signed Montblanc, numbered, length 42.0cm

£600 - 800 €680 - 910



### THEO FENNELL: DIAMOND 'PHI' PENDANT

Set throughout with brilliant-cut diamonds, diamonds approx. 2.50cts total, signed Theo Fennell, length 5.3cm, maker's case pouch and box

£1,500 - 2,000 €1,700 - 2,300

188

### **DIAMOND SINGLE-STONE RING**

Set with an old brilliant-cut diamond, diamond approx. 2.05cts, ring size approx. M

£2,000 - 3,000 €2,300 - 3,400

189

## **RUBY AND DIAMOND RING**

The circular-cut ruby within a bombé mount pavé-set with single-cut diamonds, diamonds approx. 1.30cts total, ring size approx. N

£2,800 - 3,500 €3,200 - 4,000

190<sup>†</sup>

## GRAFF: RUBY AND DIAMOND 'ROSETTE' PENDANT NECKLACE

Set with clusters of circular-cut rubies, and brilliant-cut diamonds, mounted in 18 carat white gold, diamonds 0.86ct total, rubies 4.11cts total, signed Graff, numbered GP11881, maker's mark GD, partial London hallmark, European convention mark, lengths: pendant 4.0cm, chain 41.5cm, maker's pouch

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

191 †

### **GRAFF: DIAMOND 'ROSETTE' BRACELET**

With interspersed floral motifs, set with brilliant-cut diamonds throughout, diamonds 15.41cts total, signed Graff, numbered 10160, length 17.5cm, maker's pouch

£22,000 - 24,000 €25,000 - 27,000

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.







## DIAMOND NECKLACE, BRACELET AND EARRING SUITE

The fancy-link necklace set to the front with brilliant-cut diamonds, the bracelet and earrings en suite, diamonds approx. 4.60 total, lengths: necklace 42.0cm, bracelet 18.5cm, earrings 2.0cm (3)

£6,000 - 8,000 €6,800 - 9,100

193

### **PIAGET: DIAMOND CHARM RING, 1999**

Each band set with a continuous row of brilliant-cut diamonds, with a similarly-set link suspending a brilliant-cut diamond charm, signed Piaget, numbered, ring size approx. O

£1,200 - 1,800 €1,400 - 2,000

194 <sup>†</sup>

## **GRAFF: RUBY AND DIAMOND PENDENT EARRINGS**

Each set with circular-cut rubies within a floral openwork brilliant-cut diamond surround, mounted in 18 carat white gold, diamonds 2.12cts total, rubies 3.41cts total, each signed Graff, numbered GE17179, maker's marks GD, partial London hallmarks, European convention marks, length 3.4cm, maker's pouch

£9,000 - 12,000 €10,000 - 14,000

Accompanied by a Certificate of Quality from Graff.







## CULTURED PEARL AND DIAMOND NECKLACE

The two strands of 4.6mm-8.4mm cultured pearls, to a brilliant, single and baguette-cut diamond clasp, with additional detached row, diamonds approx. 1.25cts total, length of shortest strand 41.0cm, length of additional row 44.0cm

£1,000 - 1,500 €1,100 - 1,700

196

## AQUAMARINE AND DIAMOND PENDANT

The briolette-cut aquamarine drop suspended from a brilliant-cut diamond surmount, diamonds approx. 0.85ct total, length 4.0cm

£1,800 - 2,500 €2,000 - 2,800

97

## CULTURED PEARL AND DIAMOND EARRINGS

Each 14.0mm cultured pearl of grey tint, to a brilliant-cut diamond surmount, *length 2.0cm* 

£1,000 - 1,500 €1,100 - 1,700





### **DIAMOND BROOCH**

Of openwork scrolling ribbon design, set throughout with brilliant, marquise and baguette-cut diamonds, diamonds approx. 7.80cts total, French assay marks, indistinct maker's mark, length 4.5cm

£4,500 - 5,500 €5,100 - 6,200

199<sup>†</sup>

## GRAFF: EMERALD AND DIAMOND PENDENT EARRINGS

Each with a surmount of scrolling design set with brilliant-cut diamonds, suspending tassels of pear-shaped emeralds, and brilliant-cut diamonds, mounted in 18 carat white gold, diamonds 3.70cts total, emeralds 9.73cts total, each signed Graff, numbered 32876, maker's marks GD, partial London hallmarks, European convention marks, length: 6.2cm, maker's pouch

£16,000 - 18,000 €18,000 - 20,000

Accompanied by a Certificate of Quality from Graff.

200

## **EMERALD AND DIAMOND DRESS RING**

The circular-cut emerald set within a tiered brilliant and marquise-cut diamond surround, ring size approx. J-1/2

£1,500 - 2,000 €1,700 - 2,300

20

## DIAMOND SINGLE-STONE RING

Set with an old brilliant-cut diamond, weighing 2.50 carats, between bifurcated single-cut diamond shoulders, *ring size approx*. *N* 

£5,000 - 7,000 €5,700 - 7,900











## BOODLES: 'CABARET' DIAMOND BANGLE, 2007

Set to the front with brilliant-cut diamond stars, interspersed with similarly cut diamond accents, mounted in platinum, diamonds approx. 1.55cts total, signed Boodles, numbered, maker's mark, London hallmark, inner diameters 5.7cm x 4.7cm, maker's case, pouch and box

203

## BOODLES: DIAMOND 'CABARET' PENDANT NECKLACE

Of star motif design, set throughout with brilliant-cut diamonds, the chain with similarly-cut diamond accents, signed Boodles, numbered, lengths: pendant 3.0cm, chain 45.5cm, maker's case, pouch and box

£2,000 - 3,000 €2,300 - 3,400

204 †

# GRAFF: RUBY AND DIAMOND 'DIAMOND ON DIAMOND' PENDANT NECKLACE

Pendant of circular design, set with circularcut rubies, and brilliant-cut diamonds, suspended from a chain with spectacleset similarly cut diamonds, mounted in 18 carat white gold, diamonds 2.67cts total, rubies 1.42cts total, signed Graff, numbered GP15486, European convention mark, partial London hallmark, lengths: pendant 3.0cm, chain 41.0cm, maker's pouch

£4,000 - 6,000 €4,500 - 6,800

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

205 †

## GRAFF: RUBY AND DIAMOND 'HALO' NECKLACE

The central brilliant-cut diamond cluster within a surround pavé-set with circular-cut rubies, to a brilliant-cut diamond cluster surmount, suspended from a cable link chain, mounted in 18 carat white gold, diamonds 1.72cts total, rubies 2.48cts total, signed Graff, numbered GP19036, maker's mark GD, partial London hallmark, European convention mark, lengths: pendant 2.3cm, chain 42.0cm, maker's pouch

£4,000 - 6,000 €4,500 - 6,800

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.



206

## ROBERTO COIN: DIAMOND NECKLACE AND EARRING SUITE

The fancy-link chain set to the front with brilliant-cut diamonds, circular-cut ruby set to the back, the earrings en suite, diamonds approx. 2.75cts total, signed Roberto Coin, lengths: necklace 38.5cm, earrings 2.0cm, maker's case and pouch (2)

£3,000 - 4,000 €3,400 - 4,500

207

### **BULGARI: DIAMOND 'SERPENTI' RING**

The sprung steel band designed as a coiled serpent set with brilliant-cut diamonds, terminating with an 18 carat rose gold head and tail, band misshapen, signed Bulgari, European convention mark, partial UK hallmark, ring size approx. O (leading edge)

£600 - 800 €680 - 910

208

#### **DIAMOND BRACELET**

Of brushed finish, each curved link set with a trio of brilliant-cut diamonds, diamonds approx. 1.75cts total, length 17.0cm

£2,000 - 3,000 €2,300 - 3,400







## **CARTIER: 'C DE CARTIER' COLLAR**

Designed as an articulating series of c-shaped links, set to the front with brilliant-cut diamonds, diamonds approx. 1.85cts total, signed Cartier, numbered, maker's mark, French assay marks, length 38.0cm

£4,000 - 6,000 €4,500 - 6,800

214

## BULGARI: SAPPHIRE AND DIAMOND CLUSTER RING

The oval-cut sapphire within a surround of brilliant and pear-shaped diamonds, diamonds approx. 1.00cts total, signed Bulgari, ring size approx. J, maker's case

£3,000 - 5,000 €3,400 - 5,700

215

## BULGARI: EMERALD AND DIAMOND CLUSTER RING

The oval cabochon emerald within a surround of brilliant and pear-shaped diamonds, diamonds approx. 0.80ct total, signed Bulgari, ring size approx. H½, maker's case

£2,500 - 3,500 €2,800 - 4,000







216<sup>†</sup>

## **GRAFF: RUBY AND DIAMOND CLUSTER RING**

The central oval and brilliant-cut diamond cluster within a surround of pear-shaped rubies, between bifurcated brilliant-cut and pear-shaped diamond shoulders, mounted in platinum, diamonds 2.93cts total, rubies 8.16cts total, signed Graff, numbered GR81278, maker's mark GD, partial London hallmark, European convention mark, ring size approx. N, maker's pouch

£18,000 - 20,000 €20,000 - 23,000

Lot to be sold without reserve.

Accompanied by a Certificate of Quality from Graff.

217

### **DIAMOND EARSTUDS**

Each set with a brilliant-cut diamond weighing 2.01 carats and 2.04 carats

£7,000 - 9,000 €7,900 - 10,000

218

## CARTIER: DIAMOND 'MAILLON PANTHÈRE' NECKLACE

The demi-lune links accented to the front with brilliant-cut diamonds, diamonds approx. 4.90cts total, signed Cartier, numbered, maker's mark, French assay mark, length 40.0cm

£8,000 - 12,000 €9,100 - 14,000

219

### **TIFFANY: DIAMOND SINGLE-STONE RING**

Set with a step-cut diamond, weighing 1.59 carats, signed Tiffany & Co, ring size approx. I1/2, maker's pouch

£4,000 - 6,000 €4,500 - 6,800

Accompanied by a report from the GIA stating that the diamond is E colour VS1 clarity. Report number 8577113, dated 31st March 1995. Please note this report is over 10 years old and may require updating.

Accompanied by a Tiffany & Co Diamond Certificate stating that the diamond is E colour, VS1 clarity, numbered D15074.







### 220 †

## **GRAFF: DIAMOND PENDANT NECKLACE**

The pendant of oval design, with a central brilliant-cut diamond, weighing 1.50 carats, set within a radiating step-cut and brilliantcut diamond surround, suspended from a chain interspersed with spectacle-set brilliant-cut diamonds, remaining diamonds 15.27cts total, signed Graff, numbered 9574, lengths: pendant 4.5cm, chain 42.0cm, maker's pouch

Accompanied by a Certificate of Quality from Graff.

221

## **DIAMOND SINGLE-STONE RING**

Set with a brilliant-cut diamond, weighing 3.75 carats, between similarly-cut diamond shoulders, remaining diamonds approx. 0.40ct total, ring size approx. K

£6,000 - 8,000 €6,800 - 9,100

## **ETOILE: DIAMOND BRACELET WATCH**

The central watch dial and bezel set with brilliant-cut diamonds, framed by foliate detail with similarly-cut diamonds, to a hinged bangle, mounted in 18 carat white gold, diamonds approx. 8.40cts total, signed Etoile, European convention mark, inner measurements 5.5cm x 4.5cm

£3,000 - 5,000 €3,400 - 5,700



223

### **CARTIER: DIAMOND 'BAMBOO' BANGLE**

The sprung links set throughout with brilliant-cut diamonds, diamonds approx. 8.40cts total, signed Cartier, numbered, maker's mark, French assay mark, inner measurements 6.0cm x 5.0cm

£10,000 - 15,000 €11,000 - 17,000

**END OF SALE** 

Index	Lot No
Asprey	11
Boodles	10, 14, 176, 202, 203
Bulgari	207, 210, 211, 214, 215
Cartier	1, 2, 3, 108, 179, 213, 218, 223
Carlo Giuliano	135
Chopard	4, 75, 76, 77, 178
de Grisogono	23
Dior	139
Ebel	154
Etoile	222
Fabergé	78, 141, 145
Garrard	71, 146
Giancarlo Mon	tebello 22
Georgina Follet	138
Grima	6, 106
Graff	169, 170, 172, 174, 175, 190, 191, 194,
	199, 204, 205, 209, 212, 216, 220
H. Stern	20, 21, 22, 26, 64
John Donald	104
Kevin Coates	137
Marco Bicego	9
Mersmann	121
Montblanc	186
Piaget	173, 193
Roberto Coin	206
Rolex	155
Theo Fennell	16, 21, 24, 79, 82, 93, 187
Tiffany	85, 183, 219
Wendy Yue	140

## **Diamond Grading**

## Colour

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

## Clarity

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

## Ring Sizes

English	Metric	American	French/Japanese
A	37.8252	1/2	-
A <sup>1</sup> / <sub>2</sub>	38.4237	3/4	-
В	39.0222	1	-
B 1/2	39.6207	1 1/4	-
С	40.2192	1 1/2	-
C1/2	40.8177	1 3/4	-
D	41.4162	2	1
D1/2	42.0147	2 1/4	2
Е	42.6132	21/2	-
E1/2	43.2117	23/4	3
F	43.8102	3	4
F1/2	44.4087	3 1/4	-
G	45.0072	3 1/4	5
G½	45.6057	31/2	-
H	46.2042	33/4	6
H <sup>1</sup> / <sub>2</sub>	46.8027	4	- 7
11/	47.4012	41/4	7
1½	47.9997	4½ 4 <sup>3</sup> / <sub>4</sub>	8
J J <sup>1</sup> / <sub>2</sub>	48.5982 49.1967	43/4	9
K	49.7952	5 1/ <sub>4</sub>	10
K 1/2	50.3937	5 1/2	-
L K 72	50.9922	5 <sup>3</sup> / <sub>4</sub>	11
L 1/2	51.5907	6	-
M	52.1892	61/4	12
M <sup>1</sup> / <sub>2</sub>	52.7877	61/2	13
N N	53.4660	63/4	-
N <sup>1</sup> / <sub>2</sub>	54.1044	7	14
O	54.7428	7	15
O½	55.3812	7 1/4	-
Р	56.0196	71/2	16
P1/2	56.6580	73/4	-
Q	57.2964	8	17
Q1/ <sub>2</sub>	57.9348	81/4	18
R	58.5732	81/2	-
R 1/2	59.2116	83/4	19
S	59.8500	9	20
S1/2	60.4884	91/4	-
T T1/	61.1268	91/2	21
T1/2	61.7652	93/4	22
U 1.11/2	62.4026	10	23
U¹/ <sub>2</sub> V	63.0420 63.6804	101/4 101/2	23 24
V V <sup>1</sup> / <sub>2</sub>	63.6804	10 1/2	
W V V2	64.8774	10%	25
W <sup>1</sup> / <sub>2</sub>	65.4759	111/4	-
X	66.0744	111/2	26
X 1/2	66.6729	113/4	-
Y	67.2714	12	-
Y 1/2	67.8699	121/4	-
Z	68.4684	121/2	-
			1

#### **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 way 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 heen 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 Buvers or Bidders in this role and does not give advice to Buvers 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.

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.

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### The Seller's responsibility to you

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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  $\mathit{Lot}$  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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will 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 Buver 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. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice vers

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

On the Lot being knocked down to the Buver, 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% of the Hammer Price on the first  $\mathfrak{L}10,000$ ; plus 25% of the Hammer Price from  $\mathfrak{L}10,001$  and up to  $\mathfrak{L}450,000$ ; plus 20% of the Hammer Price irom  $\mathfrak{L}450,001$  and up to  $\mathfrak{L}4,500,000$ ; plus 14.5% of the Hammer Price above  $\mathfrak{L}4,500,000$ 

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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €20,000.01 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%

#### Ω ΜΑΤ

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
- $\Omega$   $\sc WAT$  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
- 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  $\Sigma$ 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-en/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.

## 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. Bioders 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 Saller 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;
- Taken Tacopo 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

## 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 Caralogue, 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. WINEE

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 (ts) or up to 5cm
It should be noted that ullages may change between publication
of the Catalogue and the Sale and that corks may fail as a result of
transporting the wine. We will only accept responsibility for Descriptions
of condition at the time of publication of the Catalogue and cannot
accept responsibility for any loss resulting from failure of corks either
before or after this point.

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

## Bottling Details and Case Terms

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

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

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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, $\Omega$ , $\alpha$ see clause 8, VAT, for details. DATA PROTECTION – USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### **BUYERS SALE CONTRACT WITH SELLER**

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 anv.

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 WARRANTIES AND UNDERTAKINGS

- 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 Selfer is aware, all third parties have complied with such requirements in the past;
- 2.1.5 Items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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

8.1 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  $\it Bonhams$  and whether made prior to or during the  $\it Sale$ , is not part of the  $\it Contractual \, Description$  upon which the  $\it Lot$  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.

#### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 1.2 The Selfer will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### RISK, PROPERTY AND TITLE

- Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

#### PAYMENT

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

#### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 7.2 The Seller is entitled to withhold possession from you of any other Lof he has sold to you at the same or at any other Sale and whether currently in Bonham's 'possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

## 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Selfer will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;

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

#### THE SELLER'S LIABILITY

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

person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

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

## 11 GOVERNING LAW

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

#### APPENDIX 2

## BUYER'S AGREEMENT WITH BONHAMS

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

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions

- are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
   if the Lot is marked [AR], an Additional Premium which is
- 3.1.3 if the Lot is marked [AH], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Natice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 8.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- 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:
- 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. Departure 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
- 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.
- 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.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 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;
- 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;
- 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
- 3.10.5 that you consent to Bonhams 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.
- 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 Selfer, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If

you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the Lot passes to you (i) on payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you 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 Selfer):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) vou hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so:
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement:
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 3.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

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

1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller for that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or8.1.3 commence interpleader proceedings or seek any other order of
- any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for: 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frame sor picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or incorne or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after

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

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot.but not if: the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or the Entry in the Catalogue in respect of the Lot reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the Lot is a non-conforming Lot only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra Illustrated books, music or periodical publications; or the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

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

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

### 2 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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or

- communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, and of my officer, employee and or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 3

#### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

- "Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.
- "Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
- "Auctioneer" the representative of Bonhams conducting the Sale
- "Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale
- "Business" includes any trade, *Business* and profession.

  "Buyer" the person to whom a *l ot* 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 provi
- "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 Selfer 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 Eurer, olds VAT if apolicable.
- "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
- "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 nonspecialist 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 "indemnify" is construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the  ${\it Lot}$  to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a Lot.
- "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.
- "warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

#### 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."

## **Registration and Bidding Form**

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

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Paddle number (for office use only) This sale will be conducted in accordance with Sale title: Knightsbridge Jewels Sale date: 17 February 2021 Bonhams' Conditions of Sale and bidding and buving at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the 26714 Sale venue: Knightsbridge Sale no. Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make 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 and other terms relating to bidding and buying at the prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue Sale. You should ask any questions you have about the for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will Conditions before signing this form. These Conditions endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. also contain certain undertakings by bidders and buyers General Bid Increments: and limit Bonhams' liability to bidders and buyers. £10,000 - 20,000 ......by 1,000s £10 - 200 .....by 10s Data protection - use of your information £200 - 500 .....by 20 / 50 / 80s £20,000 - 50,000 ......by 2,000 / 5,000 / 8,000s Where we obtain any personal information about you, we £500 - 1,000 .....by 50s £50,000 - 100,000 ......by 5,000s shall only use it in accordance with the terms of our Privacy £100,000 - 200,000 .....by 10,000s £1,000 - 2,000 .....by 100s Policy (subject to any additional specific consent(s) you may £2,000 - 5,000 .....by 200 / 500 / 800s above £200,000 ......at the auctioneer's discretion have given at the time your information was disclosed). A £5,000 - 10,000 .....by 500s copy of our Privacy Policy can be found on our website The auctioneer has discretion to split any bid at any time. (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S Customer Number Title 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of First Name Last Name our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or Company name (if applicable) elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with Company Registration number (if applicable) information about goods and services which we feel maybe of interest to you including those provided by third parties. Address If you do not want to receive such information (except for information you specifically requested) please tick this box City Would you like to receive e-mailed information from us? if so please tick this box Post / Zip code County / State Notice to Bidders. Telephone (mobile) Country At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date Telephone (landline) of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit E-mail (in capitals) card statement etc. Corporate clients should also provide a copy of their articles of association / company registration Please answer all questions below documents, and the entities name and registered address. 1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/bank statement. documentary proof of its beneficial owners and directors, If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act. together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your 2. Are you representing the Bidder? If yes, please complete question 3. bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference. 3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement I will collect the purchases myself If registered for VAT in the EU please enter your registration here: Are you acting in a business capacity? Please arrange shippers to contact me with Yes No a quote and I agree that you may pass them my contact details. Please note that all telephone calls are recorded. MAX bid in GBP Telephone or Brief description (excluding premium Lot no. Covering bid \* Absentee (T / A) & VAT) FOR WINE SALES ONLY Please leave lots "available under bond" in bond Please include delivery charges (minimum charge of £20 + VAT) 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:

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

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

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