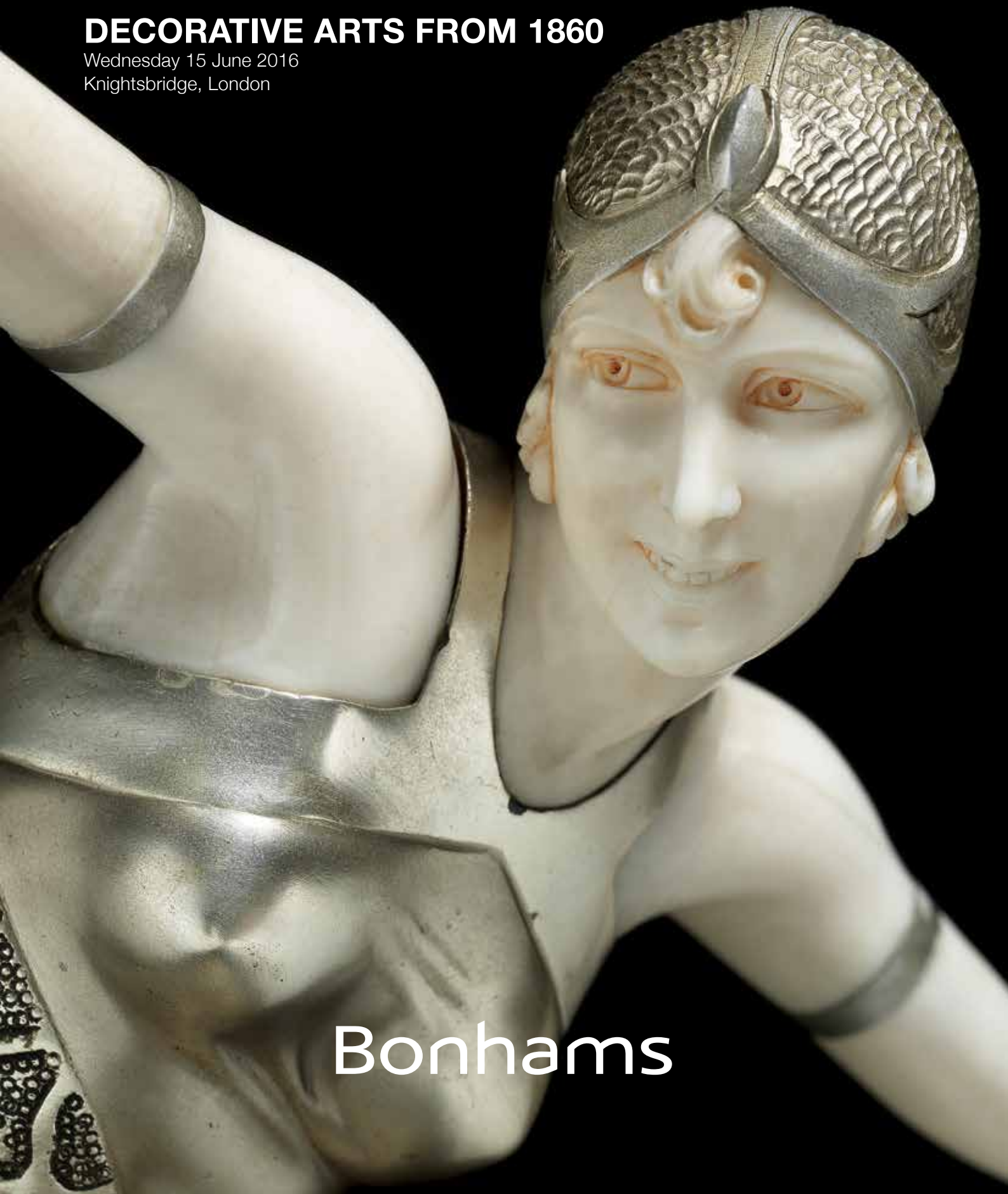


DECORATIVE ARTS FROM 1860

Wednesday 15 June 2016
Knightsbridge, London



Bonhams

DECORATIVE ARTS FROM 1860

Wednesday 15 June 2016 at 1pm
Knightsbridge, London

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Front cover: Lot 67
Back cover: Lot 21

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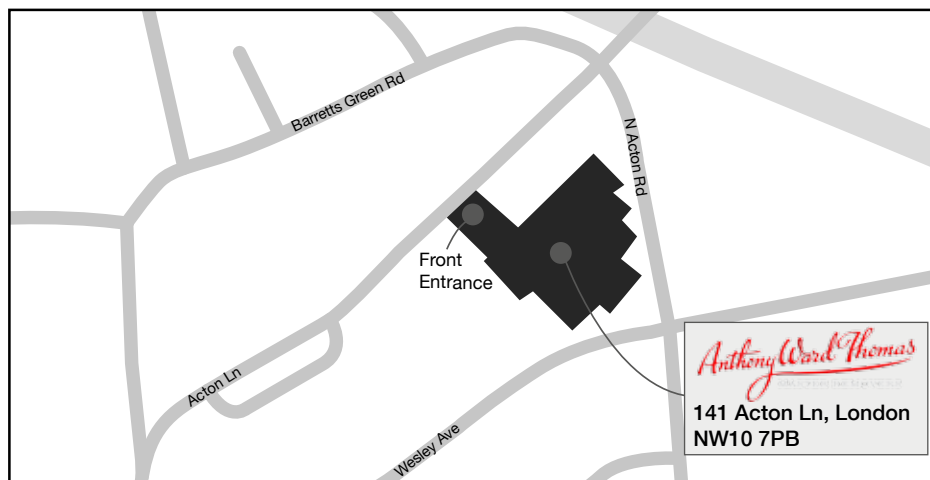


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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED WT

All lots marked WT will be removed
to Ward Thomas Removals Ltd,
141 Acton Lane from 9.00am on
Thursday 16 June 2016 & will be
Available for collection from 9.30am
Monday 20 June 2016 and then
every working day between 9.30am
and 4.30pm. (Please note buyers
need to be onsite at Ward Thomas
Removals Ltd by 4.00pm). A booking
email or phone call will be required
to ensure lots are ready at time of
collection.

All other sold lots will remain in
the Collections room at Bonhams
Knightsbridge free of charge for a
period of no less than 14 days from
the sale date. Sold lots not collected
by 5.30pm Wednesday 29 June
2016 will be returned to the
Decorative Arts Department where
storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO WARD THOMAS REMOVALS LTD

Storage

Storage will be free of charge for the
first 14 calendar days following the
sale, charges commence at the
start of business on Wednesday
29 June 2016.

After the storage-free period the
following charges apply:
£4.00 per week day for small lots
(requiring up to 1 man to handle)
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(requiring up to 2 men to handle)
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After the first 14 calendar days
following the sale, the following
handling charges apply:
£35.00 per lot for small lots (requiring
up to 1 man to handle)
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(requiring up to 2 men to handle)
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mechanical handling)

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damage at the sum of the hammer
price plus the buyer's premium at
a rate of 0.4% of the invoice value
plus IPT of 9.5%, payable annual

Payment

All charges due to Ward Thomas
Removals Ltd must be paid by
the time of collection from their
warehouse.

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(Telephone to ascertain amount due)
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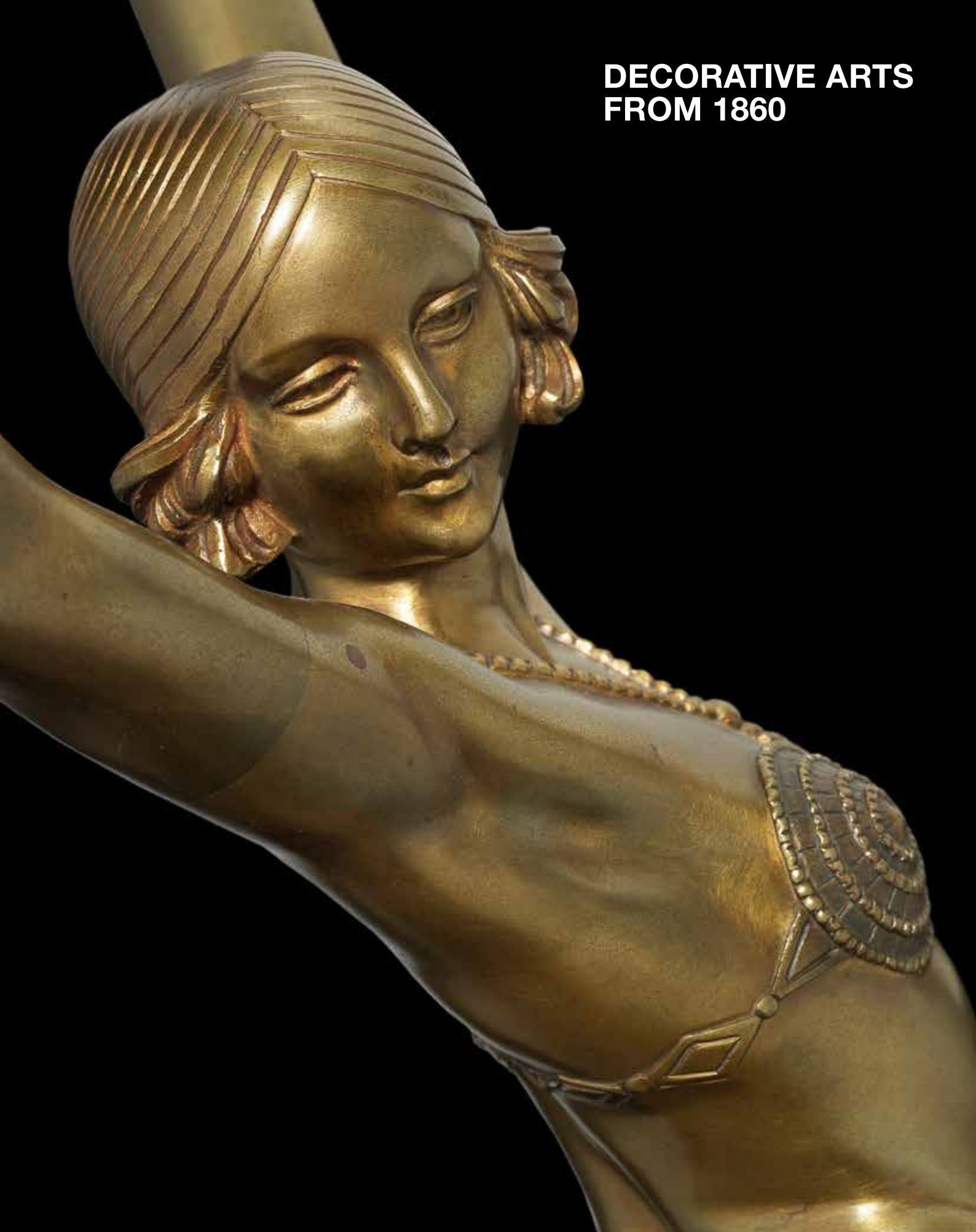
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1. Ward Thomas Removals Ltd
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otherwise, exceeding either the sale
price of such goods or at their option
the cost of repairing or replacing the
damaged or missing goods.
2. Ward Thomas Removals Ltd
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Alana Wright
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Email: alana@ward-thomas.co.uk

**DECORATIVE ARTS
FROM 1860**





1



3

1

ARCHIBALD KNOX (ATTRIBUTED) FOR LIBERTY & CO

A Pair of Rare Arts and Crafts 'Cymric' Silver Candlesticks, 1901 each embossed in relief with three celtic-inspired floral motifs to the base, with similar motifs to the scone with tendril embellishment 21.5cm high, stamped 'L&C' and 'Cymric' with Birmingham hallmarks (2)

£3,000 - 5,000

€3,800 - 6,300

Although there are a variety of similar designs and motifs recorded in the Stephen Martin book 'Archibald Knox' (ArtMedia Press, 2001), this particular pair of candlesticks would appear to be unrecorded.

2

ARCHIBALD KNOX FOR LIBERTY & CO

An Arts and Crafts Pewter, Copper and Enamel Mantle Clock, circa 1910

embossed in relief with stylised foliage and berries in the celtic style, the chapter ring centred with turquoise enamel above three blue enamelled discs

19.5cm high, stamped to base 'Tudric 0369'

£1,500 - 2,000

€1,900 - 2,500

3

CHRISTOPHER DRESSER FOR MINTON

A Pair of Prototype Porcelain Exhibition Vases, 1891 the turquoise glazed vessels decorated with greek-key borders, contained within black and gilded mounts with lion mask embellishment

19.7cm high, faint impressed date code (2)

£3,000 - 5,000

€3,800 - 6,300

On page 89 of her book 'Minton; The First Two Hundred Years of Design and Production', Joan Jones reveals two hand-coloured illustrations from the Minton Paper Archive that show alternative designs for this vase. None of the designs were put into general production.



2



4

4

THE MARTIN BROTHERS

A Stoneware Figural Tobacco Jar and Cover Modelled as a Comical Bird, 1895

the detachable head with elongated beak, raised brows and narrowed eyes, the feathering picked out in tones of brown and oatmeal off an ebonised wooden base

22cm high (exc. base), signed to the collar 'Martin Bros London & Southall' dated 10-1895, the base signed 'Martin Bros London & Southall'

£15,000 - 20,000

€19,000 - 25,000



4 (detail)



5

5 WT

ERNEST GIMSON (BRITISH, 1864-1919)

An Oak Bookcase, circa 1900
four shelves with graduated edge to side panels and central divide,
raised up on three stepped feet
120.5cm x 89cm x 28cm

£3,000 - 4,000
€3,800 - 5,100

6 WT

ERNEST GIMSON (BRITISH, 1864-1919)

A Walnut Wall Mirror, circa 1900
the rectangular plate within a carved and inlaid frame
131cm x 47cm

£2,000 - 3,000
€2,500 - 3,800



6

7 WT

ERNEST GIMSON (BRITISH, 1864-1919)

A Set of Oak Wall Shelves, circa 1900
with five tiers
119.5cm x 81cm x 16cm

£2,000 - 3,000
€2,500 - 3,800

8 WT

ERNEST GIMSON (BRITISH, 1864-1919)

A Set of Oak Wall Shelves, circa 1900
with five tiers
119.5cm x 81cm x 16cm

£2,000 - 3,000
€2,500 - 3,800



8



9



10

9 WT

ERNEST GIMSON (BRITISH, 1864-1919)

An Oak Standard Lamp, circa 1900 of carved octagonal form, on a softly graduated stepped base 142.5cm high

£1,000 - 2,000
€1,300 - 2,500

10 WT

ERNEST GIMSON (BRITISH, 1864-1919)

An Oak Segmental Demi-Lune Sideboard, circa 1900 with six compartments, each behind bevelled panelled double doors, geometric carved beading and handles, curved front stretchers, raised on six feet 198cm x 104.5cm x 75cm

£15,000 - 20,000
€19,000 - 25,000

11

A COLLECTION OF FAMILY ARTIFACTS RELATING TO ERNEST GIMSON (1864-1919)

comprising; a copy of 'ERNEST GIMSON; HIS LIFE & WORK', Limited Edition No. 70 of 500, printed by The Shakespeare Head Press, 1924; a small case containing a tape measure monogrammed 'E.W.G.'; four framed photographs of Gimson family members (including Ernest Gimson and Josiah Gimson); exhibition and sundry pamphlets relating to Ernest Gimson (qty)

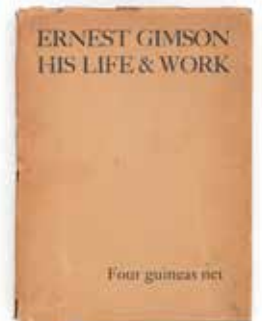
£500 - 800
€630 - 1,000

Provenance

From a member of the Gimson family who wishes to remain private/anonymous.



Period photograph by Leicester retailer 'Ramsden's' showing sideboard on display.



11 (part)



12

EMILE GALLÉ (FRENCH 1846-1904)

A Large Cameo Glass Table Lamp with Wisteria, circa 1900
acid-etched and polished with stems of wisteria and leaves in tones of
blue, green and purple against a yellow ground
62cm high, signed 'Gallé'

£15,000 - 18,000

€19,000 - 23,000



12 (detail)



13

EMILE GALLÉ (FRENCH 1846-1904)

A Large Cameo Glass Table Lamp with Wild Roses, circa 1900
acid-etched and polished with stems of roses and leaves in red against
a pale yellow ground
60cm high, signed 'Gallé'

£15,000 - 18,000

€19,000 - 23,000



13 (detail)



14

14

EMILE GALLÉ (FRENCH, 1846-1904)

A Cameo Glass Table Lamp, circa 1900
acid-etched overlaid decoration of blue flora amongst leaves on a yellow ground
31cm high, signed in cameo 'Gallé'

£12,000 - 15,000

€15,000 - 19,000

15

LOUIS MAJORELLE (FRENCH, 1859-1926)

A Pair of Wrought Iron and Brass Fire Dogs, circa 1900
each of sinuous outline, centred with an applied brass flowerhead
31cm high (2)

£2,500 - 3,500

€3,200 - 4,400



15



16

16 WT

AUGUSTE MOREAU (FRENCH, 1834-1917)

'La Nuit' a Floor Standing Bronze Figure of an Ethereal Female Nude, circa 1900 depicted with wings, she is elevated with a long swath of material dancing around her, titled plaque to the green and white veined marble base

94cm high, signed in cast 'Aug. Moreau'

£3,000 - 5,000
€3,800 - 6,300



17

17

EMILE GALLÉ (FRENCH, 1846-1904)

A Large Paysage Cameo Glass Vase, circa 1900 overlaid in purple and blue, and acid-etched with a mountainous and forested terrain surrounding a lake height 49cm, signed in cameo 'Gallé'

£4,000 - 5,000
€5,100 - 6,300



18



19



20

18 Y Φ

A CARRIER BELLEUSE

'Liseuse' a Patinated Bronze and Carved Ivory Study, circa 1890 modelled as a female in courtly attire, raised off a tiled base
40.5cm high, signed in cast

£2,500 - 3,000

€3,200 - 3,800

19 Y Φ

E.SCHLIPFFER

'The Pipe Player' a Patinated Bronze and Ivory Study, 1898 modelled as a naked female figure with detachable long-stemmed ivory playing pipes, on faceted black marble base
38cm high, signed in cast with 'Munche 1898'

£1,000 - 1,500

€1,300 - 1,900

20

LOETZ

An Art Nouveau Glass Vase in Gilt-Metal Mount, circa 1900 the vase decorated with iridescent spotting, contained within a gilded mount cast with stems of berries and star formations
15.5cm high, the mount stamped 'Orion 31-5'

£1,500 - 2,000

€1,900 - 2,500



21

**JOSEF HOFFMANN AND CARL OTTO CZESCHKA FOR THE
WIENER WERKSTÄTTE**

A Rare Side or Games Table, circa 1903-08
in amboise wood raised on four columns off a shaped brass base,
the table surface inlaid in nacre (mother-of-pearl), marquetry and silver
thread with a central design of stylised birds amid tulips and foliage,
the two birds incorporating a WW symbol
70.5cm diam x 67.5cm high

£10,000 - 15,000
€13,000 - 19,000

Provenance

A noble Austrian family, sold in 1995 to a private collector.



21 (detail)



22



22



23

22 WT

RICHARD GARBE (BRITISH, 1899-1957)

'The Seeker of Self' a Monumental Patinated Bronze Study, 1911 cast as a seated naked male figure, his arms embracing a Pharaoh death mask, in a black patina
63cm high, signed and dated in cast

£2,500 - 3,500

€3,200 - 4,400

23 WT

CONSTANT-ROUX

'The Warrior' a Powerful Large Size Patinated Bronze Study, circa 1920 cast as a naked male warrior, his discarded armour and sword at his feet, raised off a slanted base
65cm high, signed in cast 'Constant-Roux' with 'Susse FRES Ed's Paris' and stamped 'Cire Perdue' and 'Bronze'

£2,500 - 3,000

€3,200 - 3,800



24

24

FRANZ BERGMAN (AUSTRIAN 1861-1936)

A Cold Painted Bronze Lamp Base, late 19th/early 20th century modelled as an Arabian Tent, a seated figure within; with single electric nozzle fitted to the top underside of the tent
35cm high, with the Bergman amphora monogram and stamped 'Geschutz'

£3,000 - 4,000
€3,800 - 5,100

25

ROCHARD

A Rare Art Deco Patinated Bronze Model of a Panther, circa 1925 the prowling creature raised off a wooden base
50cm long, engraved to base 'Rochard'

£1,000 - 1,500
€1,300 - 1,900

Works by Rochard are more commonly seen in spelter rather than bronze.



25



26

26

ANDRE VINCENT BACQUEREL (FRENCH, 1893-1975)

A Fine Art Deco Patinated Bronze Study of Two Panthers, circa 1925 modelled side by side with one preening and the other panther resting it's head, on a bronze base off a black marble plinth with presentation plaque

23cm high x 40cm long, signed in cast and stamped 'Bronze'

£6,000 - 8,000
€7,600 - 10,000

27

GEORGES LAVROFF

A Stylish Large Size Art Deco Model of a Stylised Tiger, circa 1925 raised off a Belgium black marble base 30cm high x 71cm long, signed in cast with foundry mark, stamped 'bronze'

£5,000 - 7,000
€6,300 - 8,900

The Chardon foundry released this model under the title 'Tigre se Lechant la Latte' (Tiger licking his paw)



27



28

GEORGES LAVROFF

A Rare Art Deco Bronze Model of a Stylised Panther, circa 1925 of cubist form, raised off a slanted black marble base 23cm high x 61cm long, signed in cast 'G.Lavroff' and numbered '8743'

£10,500 - 12,500

€13,000 - 16,000

It is rare to find a bronze version of this model which traditionally is seen with a silvered patina.



28 (detail)



29

GEORGES LAVROFF

'Diana' a Rare Art Deco Silvered Bronze Study, circa 1925
cast in dramatic stance with bow in hand, she stands on a slanted
'rock' of marble
54.5cm high x 34cm wide, signed in cast 'Lavroff' with Marcel
Guillarde foundry mark

£8,500 - 10,500
€11,000 - 13,000



30

A.MORLON

'La Danse du Printemps' a Large Art Deco Silvered and Patinated
Bronze Study, circa 1925
cast as a naked female dancer and lamb on bronze base, off a marble
plinth

56cm high x 66cm long, signed 'A. Morlon' to bronze base

£6,000 - 8,000
€7,600 - 10,000



31



33



32



34

31 WT

T. H. SOMMS

'Diana' a Large Patinated Bronze Study, circa 1910
cast as the mythological figure poised with bow in hand, on a black
marble base
70cm high, signed in cast with foundry mark

£2,000 - 2,500
€2,500 - 3,200

32

SCOLIAS

'Diana' an Art Deco Patinated Metal and Ivorine Study, circa 1925
she is cast in crouching stance off a rosso and pink marble base
41cm high, unsigned

£1,000 - 1,500
€1,300 - 1,900

33

PIERRE LE FAGUAYS

'Diana' an Art Deco Green Patinated Bronze Study, circa 1925
she is modelled poised on one foot with bow raised, off a mound base
66cm high, signed in cast 'Le Faguays' edited by 'Susse Fres'

£2,000 - 3,000
€2,500 - 3,800

34

JOSEF LORENZL

'Diana with Hounds' a Stylish Art Deco Bronze Group, circa 1925
cast as the naked figure of Diana standing with bow in hand, two
spirited hounds at her side, off a sloped base on marble plinth
44.5cm high, signed 'Lorenzl' in cast

£4,000 - 6,000
€5,100 - 7,600



36

35
This lot has been withdrawn

36
JOSEF LORENZL
An Art Deco Silvered Bronze Study of a Dancing Girl, circa 1925
she is modelled posing on one foot raised off an onyx base
40cm high, signed in cast 'Lorenzl'

£1,500 - 2,000
€1,900 - 2,500



37

37
PIERRE LE FAGUAYS
A Stylish Art Deco Patinated Bronze Model of Dancing Girl, circa 1925
her costume with floral embellishment, on stepped marble base
27cm high, engraved to base 'Le Faguays'

£1,800 - 2,200
€2,300 - 2,800



38

38

JOSEF LORENZL

A Large Size Art Deco Gilded and Silvered Bronze Model of a Dancing Girl, circa 1925

who poses naked upon one foot off a cylindrical onyx base
56cm high, signed in cast 'Lorenzl'

£4,000 - 5,000

€5,100 - 6,300



39

39 WT

MIRVAL

'Feeding the Swans' an Impressive Art Deco Figural Centrepiece, circa 1925

in silvered metal and onyx, illuminated on a demi-lune base, with internal electrical fittings

78cm high, stamped 'MIRVAL'

£2,500 - 3,500

€3,200 - 4,400

40 WT

PAUL SILVESTRE

'Leda and the Swan' a Large Art Deco Patinated Bronze Study, circa 1925

cast as the naked reclining figure of Leda, the swan partly embracing her body, in a deep black patination, raised off a rectangular base

78cm long, signed in cast 'Silvestre' with 'Susse Fres Ed Paris'

£2,500 - 3,000

€3,200 - 3,800



40



41

AURORE ONU

'Chasing the Hind' a Stylish Large Size Art Deco Silvered Bronze Study, circa 1925 modelled as a stylised Diana in pursuit of a deer, on stepped and graduated base
35.5cm high x 68.5cm long, signed in cast 'Aurore Onu' and edited by the Etling Foundry

£4,200 - 4,800

€5,300 - 6,100



41 (detail)



42

RENÉ LALIQUE (FRENCH, 1860-1945)

'Paons' a Rare Early Glass Table Lamp, design 1910
the domed shade moulded with four peacocks above a frieze of
foliage, the tapering body with four peacocks, their tail feathers
extending to the lamp base, heightened with brown staining
42cm high, relief moulded 'Lalique' signature to shade

£20,000 - 25,000

€25,000 - 32,000

Marcilhac No 2159



43

43

ALBERT CHEURET (FRENCH)

An Art Deco Bronze Clock, circa 1925
of semi-circular form, with stylish linear design to the scalloped surface, with highly stylised numerals to the circular clockface
16.8cm high, 37.8cm wide, signed in cast 'Albert Cheuret'

£15,000 - 20,000
€19,000 - 25,000

44

GENET MICHON (ATTRIBUTED)

A Pair of Art Deco Frosted Glass and Silvered Metal Wall Sconces, circa 1925
the floral glass shades each concealing an electrical light fitting, and having decorative wall plates cast with doves
35cm high x 29.5cm wide (2)

£2,000 - 3,000
€2,500 - 3,800



44



45



46



47

45

MATTO

'Dancers with Garland' an Art Deco Patinated Bronze and Marble Study, circa 1925

cast as three maidens in gilded and silvered patination, on a stepped marble base raised off bronze feet

45cm high x 42.5cm long, stamped 'Matto' and 'France'

£2,000 - 3,000

€2,500 - 3,800

46

C.J.R COLINET

'The Juggler' a Large Size Art Deco Silvered Bronze Model, circa 1925

cast as a naked female figure poised upon one leg off a circular marble base

52cm high, engraved to base 'C.J.R Colinet'

£2,500 - 3,000

€3,200 - 3,800

47

J.D GUIRANDE

'Bacchante' a Large Art Deco Patinated Bronze Study of a Dancing Girl, circa 1925

she is depicted standing on one foot with bunch of grapes in one hand, off a portoro marble base

55cm high, signed in cast

£2,000 - 3,000

€2,500 - 3,800



48

48

MORANTE

'High Kick' an Art Deco Gilt-Bronze Model of a Dancer, circa 1925 she poses nude with theatrical headdress, off a marble base
43cm high, signed 'Morante' to base

£2,000 - 3,000
€2,500 - 3,800



49

49

MARCEL BOURAINE (ATTRIBUTED)

'The Hoop Dancer' an Art Deco Gilded Bronze Study, circa 1925 cast as a naked female performer raised off a tall rectangular marble base
60.3cm high

£1,500 - 2,000
€1,900 - 2,500



50 YΦ

MARCEL BOURAINE

'Balancing' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925 cast as a naked female figure poised upon one leg with ivory spheres balanced on both hands, off a rectangular marble plinth
51cm high, engraved to plinth 'M.Bouraine'

£2,000 - 3,000
€2,500 - 3,800

This study was formally part of the Felix Dennis Collection.

50



51

51

SECONDO

'Balance' a Large Art Deco Patinated Bronze Study, circa 1925
 cast as a naked dancer balancing two spheres in her hand, off a tall
 portoro marble base
 57cm high, signed in cast

£2,400 - 2,800
 €3,000 - 3,500

52

AMEDEO GENNARELLI

A Patinated Bronze Study of a Naked Female, circa 1925
 she is depicted in a crouching stance with head raised in
 contemplation, on shaped base raised off a wooden plinth
 35.5cm high, signed in cast 'A.Gennarelli' and stamped 'Bronze'

£1,500 - 2,000
 €1,900 - 2,500



52



53

53

CAMILLE FAURÉ

An Art Deco Enamelled Metal Vase with Flora, circa 1925
decorated in relief with a myriad of different flowers in orange, blue,
green and white enamel
23.7cm high, signed 'C.Faure Limoges'

£4,000 - 6,000
€5,100 - 7,600



54

54

GILBERT

A Large Pair of Art Deco Patinated Bronze Bookends Cast as Dancing Girls, circa 1925
 each depicted with tambourine and scarf, and raised off unusual blue onyx bases
 40cm high, signed 'Gilbert' (2)

£3,000 - 4,000
 €3,800 - 5,100

55

M. GUIRAUD-RIVIERE

'Meditation' a Rare Small Size Art Deco Patinated Bronze Study, circa 1925
 cast as a naked female seated on marble base, her hands clasped beneath her chin
 17cm high, engraved to base 'Guiraud-Riviere' with 'Etling Paris'

£1,400 - 1,800
 €1,800 - 2,300



55



56

56

LEMO (MELO)

A Large Modernist Bronze and Marble Clock with Borzoi, circa 1925
 the clock case in portoro marble and brown onyx with chromed bronze
 panelling detail and pillars
 33cm high x 67cm long, signed in cast and stamped 'Bronze'

£2,200 - 2,800
 €2,800 - 3,500

57 WT

AFTER MARION DORN

A Large Rectangular Rug in the Art Deco Taste, twentieth century
 decorated with geometric forms and banding
 2.1m x 1.5m

£900 - 1,100
 €1,100 - 1,400



57



58

58

RAYMONDE GUERBE

A Stylish Art Deco Le Verrier Art Metal Model of a Female Dancer, circa 1925 modelled as a naked female with drapery, she clasps an alabaster sphere in one hand off a black marble base
29cm high x 37cm long, signed in cast with 'Le Verrier' foundry stamp

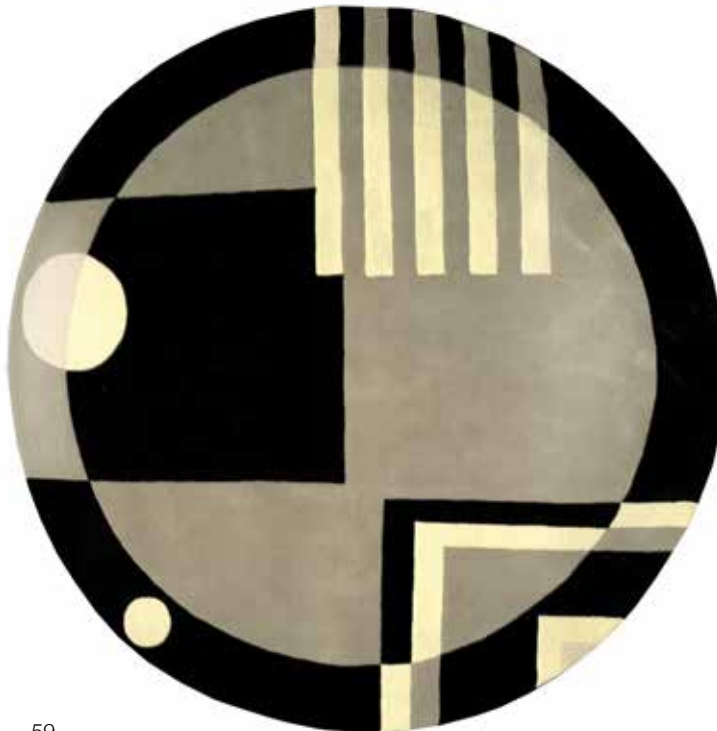
£1,800 - 2,200
 €2,300 - 2,800

59 ^{WT}

EUROPEAN

A Large Circular Rug in the Art Deco Taste, twentieth century decorated with geometric bands and motifs
1.5m diameter

£900 - 1,100
 €1,100 - 1,400



59



60

BRUNO ZACH (1891-1935)

'Abduction' a Dramatic Gilded and Patinated Bronze Study, circa 1930
cast as a large ape with naked female figure clasped beneath one arm,
on rectangular marble base
37cm high, signed 'Zach' in cast and stamped 'Argentor Wien'

£5,000 - 7,000
€6,300 - 8,900



61 Y Φ

BRUNO ZACH (1891-1935)

'Diana' a Rare Patinated Bronze and Carved Ivory Study, circa 1925 cast and carved as the figure of Diana with bow in hand, her other hand resting on a brown patinated borzoi dog at her side, on an oval bronze and onyx base

33.5cm high, signed 'Zach' in cast

£10,000 - 15,000

€13,000 - 19,000



61 (detail)



62 ΥΦ

BRUNO ZACH (1891-1935)

'Amazon' a Fine Art Deco Patinated Bronze and Carved Ivory Study,
circa 1925

cast and carved as a semi-clad female figure on horseback, off a
rectangular bronze base on marble plinth

£10,000 - 15,000
€13,000 - 19,000



62 (detail)



63

63 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Ballerina' a Carved Ivory and Gilded Bronze Study, circa 1920

modelled as a young girl standing sur les points, on a faceted marble base
17.5cm high, signed in cast 'F.Preiss'

£1,500 - 2,500

€1,900 - 3,200



64

64 Y Φ

JOSEF LORENZL (ATTRIBUTED)

Two Small-Sized Cold-Painted Bronze and Ivory Figurines of 'Hoop Girl' and 'Sonny Boy', circa 1925

depicting two small children, the girl holding a hoop behind her, the boy with a book under one arm, both mounted on green onyx bases
15.2cm and 15.5cm high (2)

£1,500 - 2,000

€1,900 - 2,500



65 * Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Gamine' a Bronze and Carved Ivory Figure, circa 1925
dressed in short sleeved dress and jacket, with red highlights to her
shirt, on a rectangular green onyx base
33.8cm high, inscribed to base 'F.Preiss'

£15,000 - 20,000
€19,000 - 25,000



65 (detail)



66 * Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Lighter than Air (Ada May)' an Art Deco Bronze and Carved Ivory
Study, circa 1925
modelled as the actress Ada May in costume heightened with tones of
gold and red, performing with original part-coloured glass sphere, on
marble and onyx base
35cm high, inscribed to plaque on base "Lighter than Air 'Ada May' by
F.Preiss"

£12,000 - 15,000

€15,000 - 19,000



67 YΦ

FERDINAND PREISS (GERMAN, 1892-1943)

'Cabaret Girl' a Silvered Bronze and Carved Ivory Figure of a Dancer,
circa 1925

she wears a one-piece costume decorated with a webbed pattern,
with multiple arm bracelets and a matching cap headdress, raised on a
green onyx base

38.8cm high, signed in cast 'F.Preiss'

£15,000 - 20,000

€19,000 - 25,000

Provenance

Sotheby's, The Elton John Sale, 1988



68



69

68 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

'Young Maiden' a Carved Ivory Model, circa 1920 modelled as a naked maiden with finger raised in contemplation, off a bronze base and marble plinth
26cm high, signed in cast to base 'F.Preiss'

£3,000 - 5,000
€3,800 - 6,300

69 Y Φ

FERDINAND PREISS (GERMAN, 1892-1943)

A Carved Ivory Figure of a Seated Female Figure, circa 1920 she is depicted naked, seated upon a tall onyx column
16cm high, engraved to base 'F.Preiss'

£4,000 - 6,000
€5,100 - 7,600



70 ΥΦ

FERDINAND PREISS (GERMAN, 1892-1943)

'Spring Awakening' a Carved Ivory and Bronze Figure, circa 1925 modelled as a semi-nude female, wearing a short sash skirt and with a long star studded blue cloak draped over her outstretched arms, on a variegated marble base
36.5cm high, signed in cast

£18,000 - 22,000
€23,000 - 28,000



70 (detail)



71

71 *YΦ

FERDINAND PREISS (GERMAN, 1892-1943)

'The Swirling Dress' a Gilt-Bronze and Carved Ivory Study, circa 1920 modelled as a bare-breasted dancer, raised off a marble plinth 29cm high, signed in cast 'F.Preiss' with impressed Preiss Kassler logo

£3,500 - 5,000

€4,400 - 6,300

72 YΦ

GEORGES DUVERNET

'Oblivion' a Rare Art Deco Bronze and Ivory Study, circa 1925 cast and carved as a dancer in a tunic costume enhanced with semi-precious stones, raised off a tapering variegated marble plinth 48cm high, engraved to base 'Duvernet'

£3,000 - 5,000

€3,800 - 6,300



73

73 YΦ

AUORE ONU

'Incantation' an Impressive Art Deco Patinated Bronze and Ivory Study, circa 1925

cast and carved as a female dancer in gilded, silver and brown patinated costume, she stands between two large chalice on a marble base applied with metal freize cast in relief with classical warriors on horse back

49.5cm wide x 46cm long, engraved to base 'Aurore Onu'

£5,000 - 7,000

€6,300 - 8,900

For a similar study please see Bryan Catley 'Art Deco and Other Figures' page 250 (Antique Collectors Club 2003)

74 YΦ

SAMUEL LIPCHYTZ

'The Snake Dancer' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925

cast and carved as a female dancer in Ballets Russes Style 'jewelled' costume, her upheld arm displaying a coiled serpent, on oval marble base

41.5cm high, signed in cast 'S.Lipchytz'

£4,000 - 6,000

€5,100 - 7,600



72



74



72 (detail)



74 (detail)



75 Y Φ

PAUL PHILIPPE

'Dancer with Parrot' a Stylish Art Deco Patinated Bronze and Carved Ivory Model, circa 1925

cast and carved as a female dancer in pantaloons, she poses on one foot while holding aloft an exotically plummed parrot, off a stepped bronze and marble base

50cm high, signed in cast 'P.Philippe' with foundry stamp

£15,000 - 20,000

€19,000 - 25,000



75 (detail)



76 ΥΦ

A.GODDARD

'Charm of the Orient' a Rare Art Deco Bronze and Ivory Study, circa 1925

cast and carved as a dancer in elaborately jewelled costume, patinated in tones of silver, gilt and brown, raised off an arched marble base
49.5cm high, engraved to base 'A.Goddard'

£7,500 - 10,000

€9,500 - 13,000

For a similar example please see Victor Arwas 'Art Deco Sculpture' (Academy Editions 1992) page 101.



76 (detail)



77 YΦ

PROF OTTO POERTZEL (1876-1963)

'The Butterfly Dancers' a Cold-Painted Bronze and Carved Ivory Study, circa 1925

cast and carved as two female dancers in light green and gold tunic costumes, poised on-point with one leg elevated, off a faceted onyx base

42cm high, signed in cast 'Prof Poertzel'

£25,000 - 35,000

€32,000 - 44,000

77 (details)



78 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Starlight' a Small Size Art Deco Patinated Gilt-Bronze and Carved Ivory Study, circa 1925
modelled as a dancing girl in beaded costume and green skirt, raised of an odeonesque marble base
31cm high, engraved to base ' D.H Chiparus'

£8,000 - 12,000
€10,000 - 15,000

This model was formally in the collection of Bryan Catley.



79 Y Φ

DEMETRE CHIPARUS (1886-1947)

'Fancy Dress' an Art Deco Patinated Bronze and Carved Ivory Study,
circa 1925

modelled as a male figure in pierrot costume dancing with his female
companion in Ballets Russes Style costume, off a stepped marble
base

33cm high, engraved to base 'D.H Chiparus'

£18,000 - 22,000

€23,000 - 28,000



80 WT

DEMETRE CHIPARUS (1886-1947)

'The Clown's Dream' a Large Gilded Bronze and Carved Marble Study, circa 1925

fashioned as a pierrot with mandolin, his eyes closed in contemplation
73cm high, signed in cast 'Chiparus' and 'Gazan'

£30,000 - 40,000

€38,000 - 51,000

For a similar model in bronze and ivory please see Alberto Shayo:
'Chiparus Master of Art Deco' plate 197 (Abbeville Press 1993)



80 (detail)



81

81 YΦ

DEMETRE CHIPARUS (1886-1947)

'Pierrot' a Patinated Bronze and Carved Ivory Study, circa 1925
cast and carved as a pierrot clasping a mandolin, on stepped base
30cm high, signed in cast 'D.H Chiparus'

£2,000 - 3,000
€2,500 - 3,800



82

82 *YΦ

DEMETRE CHIPARUS (1886-1947)

'Tennis Player' a Gilt Bronze and Carved Ivory Figure, circa 1925
the female figure cast in stylish 1920s dress and hat, highlighted with
gilding to the collars and cuffs, one arm outstretched holding a tennis
racket while taking a shot, on marble base
42.5cm high, signed in cast 'D.H.CHIPARUS'

£4,000 - 5,000
€5,100 - 6,300



83

83 *ΥΦ

DEMETRE CHIPARUS (1886-1947)

'Leaving the Opera' a Carved Ivory and Bronze Figure, circa 1925 modelled as a young woman, with fashionable bobbed hair and hair accessory, pulling her long fur-lined coat tightly around herself as she descends the steps of the marble base 23cm high, inscribed signature to base

£3,000 - 5,000
€3,800 - 6,300



84

84 ΥΦ

DEMETRE CHIPARUS (1886-1947)

'Three Girls and an Umbrella' a Gilt Bronze and Carved Ivory Figural Group, circa 1920 modelled as three young children in winter clothes and wind-swept coats, sheltering under a large umbrella on green onyx base 24cm high, signed in cast 'Chiparus'

£5,000 - 7,000
€6,300 - 8,900



85

85^{WT}

DEMETRE CHIPARUS (1886-1947)

'The Hunt' a Large Art Deco Patinated Metal Study, circa 1925 modelled as a warrior and panther, on partly stepped portoro marble base
88cm high x 93cm long, engraved to base 'D.H Chiparus'

£3,200 - 3,800

€4,100 - 4,800

This model is illustrated in the Albert Shayo book 'Chiparus Master of Art Deco' (Abbeville Press, 1999) page 59.

86^{WT}

DEMETRE CHIPARUS (1886-1947)

'The Spear Hunter' a Large Art Deco Patinated Bronze Study of a Male Warrior, circa 1925 depicted with spear and shield in hand, off a marble base
46cm high x 98cm long, signed in cast 'D.H Chiparus' and stamped 'Bronze'

£5,500 - 7,500

€7,000 - 9,500

For a similar example please see Alberto Shayo 'Chiparus Master of Art Deco' (Abbeville Press, 1999) page 132.



86



87 YΦ

DEMETRE CHIPARUS (1886-1947)

'The Chain Dancer' an Art Deco Patinated Bronze and Carved Ivory Study, circa 1925

cast and carved as a bare-breasted female dancer in 'jewelled' tunic costume, she poses on one foot while holding a length of chain aloft, off a marble base

30cm high, engraved to base 'D.H Chiparus'

£15,000 - 20,000

€19,000 - 25,000



88 *

DEMETRE CHIPARUS (1886-1947)

'Syrian Dancer' a Gilt-Bronze Study, circa 1925

she is depicted on tip-toe, her arms out to the side, wearing an exotic costume and headdress, off a marble base with inset bronze figural plaque

33.5cm high, signed in cast to plaque 'D.H. Chiparus'

£5,000 - 7,000

€6,300 - 8,900



89

DEMETRE CHIPARUS (1886-1947)

'Vedette' a Large Art Deco Bronze Study,
circa 1925

cast as a Parisian theatrical dancer in a silver
patinated floral skirt with 'jewelled' costume,
on a stepped and arched marble base
81cm high, engraved to base 'Chiparus', the
underside of the base with inset foundry mark
for the 'Les Neveux de J. Lehmann'

£10,000 - 15,000

€13,000 - 19,000



90



90



91

90

LOUIS ICART (1888-1950)

“COURSING II”, 1929; and “VITESSE (SPEED II)”, 1933

drypoint on wove, printed with plate tone, and finished with hand colouring; framed and glazed

both signed in pencil 'Louis Icart', with artist's windmill blind stamp; 'Coursing II' plate 64cm x 39cm; 'Vitesse' Plate 62cm x 37.5cm (2)

£3,000 - 4,000

€3,800 - 5,100

91

DEMETRE CHIPARUS (1886-1947)

‘Danseuse au Tambourain’ an Art Deco Patinated Bronze Model of a Dancing Girl, circa 1925

she poses on one foot off a rectangular onyx base

23.5cm high, engraved to base 'Chiparus'

£2,800 - 3,200

€3,500 - 4,100



92 YΦ

DEMETRE CHIPARUS (1886-1947)

'Les Amis Toujours' a Large Size Cold-Painted Gilt-Bronze and Ivory Sculpture, circa 1925 modelled as an elegantly dressed woman with stylish long gown and cap head dress, with a loyal borzoi dog on each side of her, raised on a marble base
62cm high, 66cm long, inscribed to base 'Chiparus'

£35,000 - 45,000
€44,000 - 57,000



92 (detail)





93 (detail)

93 $\Upsilon \Phi$

DEMETRE CHIPARUS (1886-1947)

'Almeria' an Impressive Art Deco Cold-Painted and Carved Ivory Sculpture, circa 1925

cast and carved as a female dancer in 'jewelled' costume in the manner of Leon Bakst, she strikes a dramatic pose with arched body displaying a hoop costume with flame design to the reverse and skin-tight textured body costume heightened in tones of silver and copper, posed on one foot off a stepped onyx base
63cm high, engraved to base 'Chiparus'

£180,000 - 220,000
€230,000 - 280,000

Literature

Alberto Shayo: 'Chiparus Master of Art Deco' Abbeville Press, 1999, PL 130-131

Victor Arwas: 'Art Deco Sculpture' Academy Editions, 1992 page 36.



93 (detail)



94



95



96



97

98



94 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Bowl, circa 1970
of oval shape, glazed in white
15cm wide, impressed artist's seal

£800 - 1,000
€1,000 - 1,300

95 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Bowl, circa 1970
of flared form glazed in white with highlights of manganese
14cm wide, impressed artist's seal

£800 - 1,000
€1,000 - 1,300

96 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Footed Bowl, circa 1970
of flared oval outline, glazed in white
18.3cm wide, impressed artist's seal (glaze flaw to rim)

£800 - 1,000
€1,000 - 1,300

97 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Bowl, circa 1970
of oval shape, glazed in white
14.7cm wide, impressed artist's seal

£800 - 1,000
€1,000 - 1,300

98 ^{AR}

DAME LUCIE RIE (1902-1995) AND HANS COPER (1920-1981)

Three Stoneware Containers, circa 1970
each of cylindrical form, one with black glazed interior, one with blue,
and one with yellow, each glazed white to the exterior
the black interior - 11.4cm high, the yellow - 10.5cm high, the blue -
10.8cm; the blue with impressed artists' seals, the other two with Rie
impressed seal only (3)

£1,200 - 1,500
€1,500 - 1,900



99



100



101



102



103

99 ^{AR}

DAME LUCIE RIE (1902-1995)

A Footed Bowl, circa 1970
the exterior glazed in manganese, the interior with dripped manganese
over a green ground
9.8cm high, impressed artist's seal

£1,200 - 1,500
€1,500 - 1,900

100 ^{AR}

DAME LUCIE RIE (1902-1995)

Three Stoneware Items, circa 1970
comprising; a cylindrical drinking mug, a creamer and an elliptical bowl,
each glazed in manganese and white
mug - 10.8cm high, creamer - 7.5cm high, bowl - 14.5cm wide; each
with impressed artist's seal (3)

£1,200 - 1,500
€1,500 - 1,900

101 ^{AR}

DAME LUCIE RIE (1902-1995)

Two Stoneware Pouring Vessels, circa 1970
the larger glazed in white with manganese glazing to the rim, the
companion with manganese glazed interior
14cm and 8.5cm wide, both with impressed artist's seal, the larger
with impressed Hans Coper seal in addition (2)

£1,200 - 1,500
€1,500 - 1,900

102 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Bowl, circa 1970
of flared form, glazed in yellow with manganese rim
12.7cm wide, impressed artist's seal

£1,000 - 1,500
€1,300 - 1,900

103 ^{AR}

DAME LUCIE RIE (1902-1995)

A Stoneware Bowl, circa 1970
of oval shape, glazed white to the exterior and yellow to the interior
15.7cm wide, impressed artist's seal

£1,000 - 1,500
€1,300 - 1,900



104 ^{AR}

HANS COPER (GERMAN, 1920-1981)

A Stoneware Footed Cup with Central Disc, circa 1965
the cup body of slightly bulbous form, raised up on a gently tapered
foot, an applied disc between the cup body and foot, layered with
white porcelain slip over a textured surface, with incised linear design
to lower half of the cup body, the interior, disc and part of the cup
body with manganese glaze

11.3cm high, impressed artist's monogram

£5,000 - 7,000

€6,300 - 8,900



105

105

ANTHONY REDMILE

An Impressive Wall Mirror with Shell Embellishment, circa 1972
the oval mirror plate enclosed by a myriad of different seashells
including abalone, cowrie and scallop, together with polished stone
and quartz decoration
83cm high

£2,500 - 3,500
€3,200 - 4,400



106

106

ETTORE SOTTASS (ITALIAN, 1917-2007) FOR CLETO MUNARI

A Sculptural Necklace, 1984
chrome and yellow metal plate, decorated with chrysoprase and
carnelian spheres, a resin turquoise crescent, a black onyx cylinder,
and lapis lazuli inset disc; with Cleto Munari drawstring bag and
wooden box
diam 19.5cm

£4,000 - 5,000
€5,100 - 6,300

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Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £50,000 of the <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

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

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

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

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd 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.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
 - 3.1.3 if the *Lot* is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;	9.3.2		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams's* normal business bank account.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams's* instructions to sell a *Lot*.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title: Decorative Arts from 1860		Sale date: 15 June 2016													
Sale no. 23543		Sale venue: Knightsbridge													
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Customer Number		Title													
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Company name (to be invoiced if applicable)															
Address															
City		County / State													
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