FINE JEWELLERY

Tuesday 20 September 2016

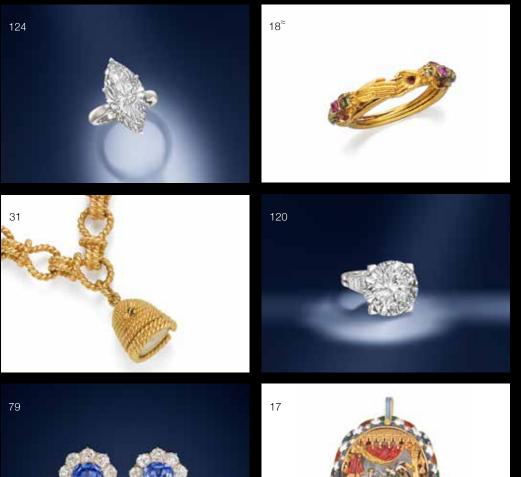


Bonhams

LONDON



FINE JEWELLERY



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A DIAMOND SINGLE-STONE RING

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A GOLD, ENAMEL AND RUBY 'FEDE' AND QUADRUPLE GIMMEL RING, PROBABLY DUTCH, CIRCA 1580-1640

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A 'BEEHIVE' BRACELET WATCH, BY VERDURA

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A DIAMOND SINGLE-STONE RING, BY J. ROCA

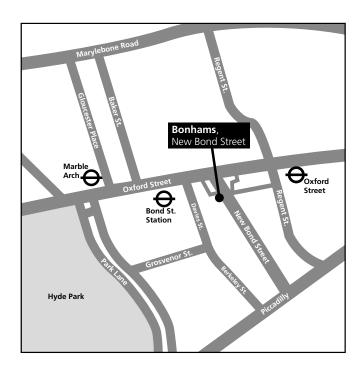
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A PAIR OF SAPPHIRE AND DIAMOND EARRINGS

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A RENAISSANCE REVIVAL GOLD AND ENAMEL PENDANT DEPICTING THE ANNUNCIATION, POSSIBLY VIENNA OR HANAU, 19TH CENTURY

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ENQUIRIES

Jean Ghika Emily Barber FGA Sabrina O'Cock FGA DGA Sarah Duncan +44 (0) 20 7468 8278 jewellery@bonhams.com

Matthew Girling FGA Group Jewellery Director matthew.girling@bonhams.com

ADMINISTRATOR

Divya Pande +44 (0) 20 7468 8344

PRESS ENQUIRIES

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£20.00

IMPORTANT INFORMATION

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

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1≈ R

A RUBY AND DIAMOND BRACELET, BY KOCH, CIRCA 1910

Designed as a delicate openwork line of cushion-shaped rubies, graduating in size from the centre, connected by old brilliant and rose-cut diamond star motifs, millegrain detail throughout, mounted in yellow gold and platinum, old brilliant-cut diamonds approximately 0.30 carat total, unsigned, length 18.0cm, tooled-leather fitted case by Koch Frankfurt AM, B Baden

£6,000 - 8,000 US\$7,700 - 10,000

German jeweller, Koch, creators of superb quality Belle Époque jewels, was founded in Frankfurt in 1879 and run by two enterprising brothers,

Robert and Louis. During the 1880s they opened a second branch in Baden Baden to cater to wealthy international visitors who came to the fashionable spa town. Their strategy was so successful that by the turn of the 20th century they were supplying their delicately crafted jewelled designs, mainly executed by the workshop Kreuter in Hanau, to the German Imperial Family, the Russian Czar as well as to other European royals, aristocrats and American millionaires. Troubled times followed after Hitler's rise to power when members of the family were forced to leave and the Baden Baden shop was closed due to lack of international trade. Finally, the firm was "Aryanised" its assets were frozen. After the Second World War, Koch reopened under new management and achieved some success during the 1950s; the business finally shut its doors in 1987. Today, jewels by the house of Koch, made during their early 20th century heyday, are highly sought after.



A BELLE ÉPOQUE DIAMOND BRACELET, BY CHAUMET, **CIRCA 1905**

The delicate row of marguise-cut diamonds, each with rose-cut diamond accents at the tips, connected by single-cut diamond garlands, to a concealed clasp, mounted in platinum and gold, millegrain detail throughout, principal diamonds approximately 5.00 carats total, single-cut diamonds approximately 0.45 carat total, several rose-cut diamonds deficient, maker's mark, French assay mark, later rhodium plated, length 17.4cm

£15.000 - 20.000 US\$19,000 - 26,000

AN ALEXANDRITE AND DIAMOND CLUSTER RING, CIRCA 1910

The cushion-shaped alexandrite, weighing 5.09 carats, within a surround of single-cut diamonds, mounted in gold and platinum, ring size L

£25,000 - 30,000 US\$32,000 - 39,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the alexandrite chrysoberyl is natural, and displays a colour change of green in daylight and greenish purplish pink in incandescent light. Report number 12684, dated 6 May 2016.

A DIAMOND SINGLE-STONE RING, CIRCA 1915

The old brilliant-cut diamond, weighing 4.50 carats, within a four-claw setting, the gallery delicately pierced and millegrain-set with single-cut diamonds, between engraved shoulders set with lines of similarly-cut diamonds, ring size J (hoop off round)

£10,000 - 15,000 US\$13,000 - 19,000

5≈ R

A NEPHRITE, RUBY AND DIAMOND BRACELET, BY THÉODULE **BOURDIER, CIRCA 1885**

The series of shaped nephrite plaques, graduating in size from the centre, each within a meandering rose-cut diamond frame, spaced by collet-set circular-cut rubies, the central plaque featuring a trio of playful gold putti, maker's mark, French assay marks, one diamond deficient, length 18.3cm

£5.000 - 6.000 US\$6,400 - 7,700

Although little is written about Parisian jeweller Théodule Bourdier (b. 1837) - in his monumental treatise, "French Jewellery of the 19th Century", Henri Vever mentions him only twice - he was a noted goldsmith, winning at least two gold medals at the Exposition Universelles in Paris. When the French Crown Jewels were sold off in 1885, Bourdier is recorded as being one of the successful buyers. He also appears to have been related to the Cartier family by marriage.





6 (shown without frames)





Details of lot 6





THREE FRAMED COLLECTIONS OF CARTIER DESIGN **DRAWINGS**

1st: Six gouache design drawings including Art Deco jewels, 2nd: Seven gouache drawings including a collection of gem-set rings, a turtle novelty brooch and flowerhead earrings, 3rd: Four gouache designs of brooches and a floral ropetwist necklace (17)



7 (shown without frames)





Details of lot 7





THREE FRAMED COLLECTIONS OF CARTIER DESIGN **DRAWINGS**

1st: Seven gouache design drawings including gem-set brooches and a large gemstone terminal bangle, 2nd: Nine gouache design drawings mostly of brooches, and an elaborate suite, 3rd: Six gouache design drawings including three versions of a large sugarloaf dress ring, variations of the Cross of Lorraine and a lily of the valley brooch, accompanied by a letter and a cardstock envelope from Cartier New York, dated 1944 (23)





8 (shown without frames)



Details of lot 8





THREE FRAMED COLLECTIONS OF CARTIER DESIGN **DRAWINGS**

1st: Seven gouache design drawings including novelty birds, 2nd: Four gouache drawings of gem-set brooches, 3rd: A triptych of a design drawing in pen of an impressive diamond necklace, along with a black and white photograph of the finished necklace and a worksheet detailing the carat weight of the diamonds (14)



9 (shown without frames)



Details of lot 9





FOUR FRAMED COLLECTIONS OF CARTIER DESIGN **DRAWINGS**

1st: Two gouache and pencil design drawings of jabot pins, 2nd: Nine gouache drawings of brooches and bracelets, one with a gallery view in pencil, 3rd: Two drawings in pen of a triple-strand pearl necklace with alternative clasps and details of each pearl's size, 4th: Six gouache drawings including variations on a clasp for a pearl necklace, three views of an elaborate gem-set bangle, and a floral necklace (19)



10^{≈ R}

AN EARLY 20TH CENTURY DEMANTOID GARNET AND DIAMOND DRAGONFLY BROOCH

The sprung wings set throughout with old brilliant-cut diamonds accented by circular-cut demantoid garnets, the thorax and abdomen set with a row of similar and oval-cut demantoid garnets, highlighted by cushion-shaped ruby eyes, mounted in silver and gold, diamonds approximately 1.60 carats total, length 6.0cm, fitted case for John Byrne & Son Ltd, London

£6,000 - 8,000 US\$7,700 - 10,000

11

A PAIR OF NATURAL PEARL PENDENT EARRINGS

The 9.6 and 9.8mm natural pearl drops, suspended from lines of collet-set old brilliant-cut diamonds, with 9.0 and 9.1mm boutonshaped natural pearl surmounts, French assay marks, length 2.7cm

£7,000 - 9,000 US\$9,000 - 12,000

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 5776-6411, dated 27 July 2016.

A NATURAL PEARL AND DIAMOND BROOCH, CIRCA 1900

The central flowerhead set with a natural pearl, measuring 11.8-12.2 x 10.7mm, and old brilliant and rose-cut diamonds, within a scrolling foliate frame of similarly-cut diamonds, mounted in silver and gold, later mounted as a brooch, old brilliant-cut diamonds approximately 2.30 carats total, three diamonds deficient, length 4.9cm

£8,000 - 12,000 US\$10,000 - 15,000

Accompanied by a report from GCS stating that the pearl is natural, saltwater. Report number 5776-5658, dated 19 May 2016.

13^{Y R}

A 19TH CENTURY GOLD, SEED PEARL AND CORALLIUM **RUBRUM FRINGE NECKLACE, CIRCA 1865**

Set to the front with three circular gold plaques decorated with black enamel and rose-cut diamonds, the largest central plaque with a seed pearl circumference, each issuing swags of gold chain suspending seed pearl and coral drops, on a double row snake-link necklace set at intervals with single bouton pearls and a seed pearl and coral fringe, French maker's mark HF in a vertical lozenge, French assay marks, pearls untested, length 40.7cm, fitted case by Mellerio dits Meller, 9 rue de la Paix, Paris

£8,000 - 10,000 US\$10,000 - 13,000





14

A SINGLE-ROW NATURAL PEARL NECKLACE WITH **EMERALD CLASP**

The 77 graduated pearls, measuring 3.7 to 8.3mm, with a two-stone circular-cut emerald clasp, length 45.7cm

£10,000 - 15,000 US\$13,000 - 19,000

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 5776-5249, dated 27 April 2016.

15*****

A GOLD, ENAMEL AND DIAMOND JEWEL, SPANISH, **CIRCA 1700**

The large cartouche composed of scrolling foliate motifs set with varishaped rose-cut diamonds in closed-back settings, issuing floral and flowerhead clusters rendered in polychrome enamel, mounted in yellow gold, accompanied by an additional enamel and diamond flowerhead, centrepiece of the jewel missing, one diamond deficient, one stone is a later paste replacement, length at longest point 12.3cm (2)

£10,000 - 15,000 US\$13,000 - 19,000

This jewel, probably intended to be worn as a pendant or as a jewelled ornament stitched onto the dress, is from a genre of 18th century Spanish jewels that juxtaposed colourful enamels mounted on wires or wire supports, to suggest movement, with rigid gold sections mounted with gems. See Muller, Priscilla, "Jewels in Spain 1500-1800", Ediciones El Viso, 2012, pp162-164, figures 271, 272 and 274. The missing centrepiece of this example would probably have been a sculptural figure or group. Such was the popularity of architectural jewels that jewellers often had them readymade in part; the customer then chose the figures they wished to have inserted into the frame.

16

AN 18TH CENTURY PORTUGUESE TOPAZ GIARDINETTO BROOCH

The basket of flowers set throughout with vari-cut topaz in closedback silver settings, three later circular-cut replacements, later brooch fitting, Portuguese marks, length 5.6cm

£4,000 - 6,000 US\$5,200 - 7,700



17

A RENAISSANCE REVIVAL GOLD AND ENAMEL PENDANT DEPICTING THE ANNUNCIATION. POSSIBLY VIENNA OR HANAU, 19TH CENTURY

Oval, the miniature gold and polychrome enamel sculpture depicting Mary, kneeling at a prie-dieu, turning towards the Angel Gabriel, who approaches floating on a cloud, on bended knee proferring a white lily, alluding to the purity of the Virgin, his right arm raised in an oratorial gesture to emphasise his words, the scene enacted beneath an architectural canopy with red enamel drapery and green and white tiled floor, within a black enamel collet and blue, red and green scrolling border, the reverse of the pendant with glazed cover with white and orange-red enamel border through which the backs of Mary and Gabriel are seen, enamel border damaged at base, glass cover on reverse is cracked, length 4.5cm, weight 34.0g

£10,000 - 15,000 US\$13,000 - 19,000



Detail

In the late 1970s, over 1000 drawings were discovered in the archive of the Victoria & Albert Museum in London proving that many Renaissance jewels celebrated in collections worldwide were in fact by the hand of 19th century German goldsmith, restorer and master faker, Reinhold Vasters. Subsequent research of Parisian jeweller, Alfred André, a contemporary of Vasters, revealed crushing proof that he too had faked and "improved" Renaissance jewelled objects. Thus virtually all jewellery previously verified as original Renaissance designs in both private and museum collections had to be re-examined.

The reason for the prolific output of copies throughout the 19th century was due to a thirst for Renaissance jewels amongst elite European collectors; guite simply the limited supply of the genuine article could not keep up with this increased demand, and many dealers began selling reproductions. The Austrian collector and art dealer Frederic Spitzer (1815-90) who dealt all over Europe, opened a spectacular "museum" in Paris dedicated to late Medieval and Renaissance works of art. To his museum "the entire European aristocracy and others would come

to buy and admire. There they could have been entertained by Franz Liszt, employed by Spitzer to perform his latest works... the reputation of Spitzer was universal, his authority worshipped and his collection the envy of all museum owners" (Charles Truman). After Spitzer's death, his entire collection, of over 3000 pieces, was auctioned, realising at the time a massive total of nearly US\$1.8 million. Later Spitzer's provenances were not only probed but the heavy restoration and authenticity of many of the pieces questioned. It was discovered that he had had numerous craftsmen working for him and supplying him with fakes over a 50-year period.

Even today it is perilously difficult to differentiate from a true 16th century original, a 19th century romanticised version, or a 16th/17th century original that was "improved" and altered in the 19th century. The jewel offered here offers a fascinating insight into this extraordinary period of replication, when many designs were created with equal style and flair to their Renaissance inspirations.



17 (actual size)



17 (back)



Lucas Cranach the Elder, Portrait of a Woman, 1525. This painting depicts how Renaissance rings were worn in profusion and on every finger. The lady's gloves are slit at the knuckles so the rings she wears underneath them are as visible as the rings worn over them.



Detail of the rings.

18[≈] R

A GOLD, ENAMEL AND RUBY 'FEDE' AND QUADRUPLE **GIMMEL RING, PROBABLY DUTCH, CIRCA 1580-1640**

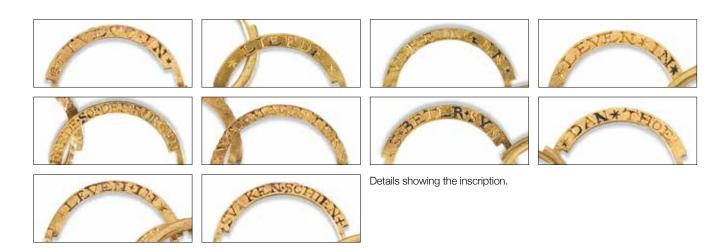
Composed of four conjoined hoops that when assembled form a bezel of two clasped right hands, the lower hand holding a red enamel heart in its palm concealed by the upper hand resting over it, the shoulders of the ring designed as elaborate polychrome enamel and table-cut ruby cuffs, on a single gold band, when the ring is parted each hoop reveals part of a hidden inscription engraved in Dutch that reads together as "TVE HEARTS IN LIEFDE VERBORGAN LEVEN IN FREDE SONDER SORGAN WAT MACHTER BETER SYN DAN THOE LEVEN IN SVIKEN SCHIEN" (two hearts in hidden love live in peace without a care what could be better than to live in such a way), ring size P

£15.000 - 20.000 US\$19,000 - 26,000

A gimmel ring (from the Latin gemellus meaning twin) is a ring composed of multiple conjoined hoops that fit together so perfectly, they appear as one complete ring when worn. Gimmel rings appeared in Europe in the 16th century and remained popular well into the 17th century. Many were intended as betrothal and marriage rings but they were also simply

extravagant love tokens. The ring offered here is an exceptional survivor from this period and its elaborate design and superior construction from precious materials suggests it was made for a very wealthy individual. Unusually, it is composed of four hoops. Although fourhooped varieties are known to have existed, most surviving examples are of the two-hooped variety, the three-hooped variety considered rarer still. The complex, technically superior design of this ring, in terms of how it fits together in a specific way, is testament to the ingenuity of the Renaissance goldsmith who made it. When the four hoops are connected, it forms a bezel in the shape of two clasped right hands wearing ruby and enamel cuffs. This device, known as a fede, (from Italian mani in fede meaning hands in trust) has been used on love rings since Roman times. The clasping of right hands, also known as dextrarum iunctio, also symbolises friendship, loyalty and harmony and in 17th century Dutch society was symbolic of the marriage ritual; in fact, a good number of gimmel rings originated from the Netherlands. The inscription on this example, read across all four hoops, translates as "two hearts in hidden love live in peace without a care what could be better than to live in such a way". The 'hidden love' is a deliberate verbal conceit matching the visual hiding of the enamel heart when the ring is worn. It also denotes that love between two people is essentially private and only they have full knowledge of it.











19

A SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 10.36 carats, between triangular-cut diamond shoulders, diamonds approximately 2.30 carats total, ring size L

£10,000 - 15,000 US\$13,000 - 19,000

20

A PAIR OF NATURAL PEARL AND DIAMOND EARRINGS

Each bouton-shaped natural pearl, measuring 10.03-10.19 x 9.18mm and 9.70-10.30 x 9.24mm, with an old brilliant-cut diamond surmount, length 1.4cm

£6,000 - 8,000 US\$7,700 - 10,000

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 5776-6545, dated 4 August 2016.

A SAPPHIRE PENDANT/NECKLACE

The oval cabochon sapphire, weighing 38.76 carats, suspended from a trace-link chain, pendant length 3.4cm, chain length 42.7cm

£6,000 - 8,000 US\$7,700 - 10,000

Accompanied by a report from Gübelin stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 16020151, dated 24 February 2016.

22

A SAPPHIRE, DIAMOND AND ROCK CRYSTAL PENDANT, **CIRCA 1880**

The oval rock crystal plaque applied with an oval-cut sapphire and cushion-shaped diamond scallop shell motif, within a border of calibrécut sapphires and cushion-shaped diamonds, suspended from a similarly set ribbon bow surmount, sapphires approximately 4.50 carats total, diamonds approximately 6.30 carats total, length 6.3cm, fitted case

£4,000 - 6,000 US\$5,200 - 7,700







A NATURAL PEARL PENDANT

The baroque pearl drop, measuring 23.6 x 14.4 x 12.2mm, with a polished suspensory loop, length 2.9cm

£8,000 - 10,000 US\$10,000 - 13,000

Accompanied by a report from GCS stating that the pearl is natural, saltwater. Report number 5776-5253, dated 14 April 2016.

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearl is natural, saltwater. Report number 12565, dated 12 April 2016.

A SAPPHIRE SINGLE-STONE RING

The oval cabochon sapphire, weighing 30.58 carats, within a closedback setting, unfoiled, ring size L1/2

£10,000 - 15,000 US\$13,000 - 19,000

Accompanied by a report from GCS stating that the sapphire is of Burmese origin, with no indications of heating. Report number 5775-2491, dated 8 July 2015.







A DIAMOND FLOWER BROOCH, BY CARTIER, CIRCA 1945-50

Designed as a stylised lupin in bloom, the unfurling petals issuing brilliant-cut diamond 'buds', with a baguette-cut diamond stem and curving brilliant-cut diamond leaves, diamonds approximately 7.10 carat total, signed Cartier Paris, numbered 08361, maker's marks, French assay marks, length 6.0cm

£8,000 - 10,000 US\$10,000 - 13,000

For an example in similar taste see Cologni, F and Nussbaum, N, 'Platinum by Cartier; Triumphs of the Jewellers' Art', Harry N. Abrams, Inc, 1996, page 211.

26

A PAIR OF DIAMOND EARRINGS

Each fanned and openwork foliate surmount set with brilliant and single-cut diamonds, suspending a brilliant-cut diamond drop, weighing 3.35 and 3.39 carats, within a six-claw setting, remaining diamonds approximately 3.70 carats total, length 4.5cm

£14,000 - 18,000 US\$18,000 - 23,000

A PAIR OF DIAMOND FLOWER EARCLIPS, FRENCH, **CIRCA 1935**

Each double-bloom set throughout with old brilliant-cut diamonds, diamonds approximately 12.80 carats total, French assay marks, later clip fittings, earclip length 2.0cm

£4,000 - 6,000 US\$5,200 - 7,700



A PAIR OF SAPPHIRE AND DIAMOND FLOWER EARCLIPS, BY OSCAR HEYMAN

Each earclip designed as a pansy, the undulating petals with calibrécut blue and yellow sapphires and pavé-set brilliant-cut diamonds, around a brilliant-cut diamond and circular-cut yellow sapphire centre, maker's mark, numbered 705878, length 3.0cm, maker's case

£7,000 - 9,000 US\$9,000 - 12,000

29

A PAIR OF SAPPHIRE AND DIAMOND FLOWER EARCLIPS. BY VAN CLEEF & ARPELS, CIRCA 1960

Each central bombé cluster of brilliant-cut diamonds within undulating oval-cut sapphire and brilliant-cut diamond petals, signed Van Cleef & Arpels, numbered 90326, workshop mark, French assay mark, diameter 2.5cm

£15.000 - 20.000 US\$19,000 - 26,000

30

A SAPPHIRE AND DIAMOND BROOCH, BY BULGARI, **CIRCA 1965**

The stylised giardinetto, issuing pear-shaped cabochon sapphires and brilliant-cut diamond clusters, from a central oval cabochon sapphire 'vase', weighing 4.80 carats, the sapphires graduating in hue from dark to light, diamonds approximately 4.40 carats total, maker's mark, French assay marks, length 5.1cm, case by Bulgari, Roma

£8,000 - 10,000 US\$10,000 - 13,000

Accompanied by a report from GCS stating that the sapphire weighing 4.80 carats, is of Burmese origin, with no indications of heating. Report number 5776-6415, dated 19 July 2016.

For similar brooches designed my Bulgari in the mid 1960s see Triossi, A. & Mascetti, D. "Bulgari", Electa, Milan, 2007, pages 92-95. The vendor of this brooch confirms that it was purchased from Bulgari in Rome in 1968.







A 'BEEHIVE' BRACELET WATCH, BY VERDURA

The interlinking ropetwist bracelet, suspending a beehive watch charm, accented by a black enamel and brilliant-cut diamond bumblebee, with a circular white dial, signed Verdura, bracelet length 20.5cm, charm length 3.6cm

£3,000 - 5,000 US\$3,900 - 6,400

32

A PAIR OF SAPPHIRE EARCLIPS, BY MARCHAK, CIRCA 1965

Each wirework bombé earclip, with a central oval-cut sapphire of either blue or purple tint, signed Marchak, maker's mark, numbered 23466, French assay mark, length 2.5cm



A ROPETWIST SUITE, BY VERDURA

The double ropetwist curb-link wristwatch, set with a circular white dial with dot hour markers, accompanied by a bracelet and ring en suite, signed Verdura, wristwatch length 19.9cm, bracelet length 20.7cm, ring size L (3)

£7,000 - 10,000 US\$9,000 - 13,000









34^YR

A CORALLIUM RUBRUM, ONYX AND DIAMOND DRESS RING, **BY CARTIER, CIRCA 1980**

et with a pair of opposing shield-shaped onyx plaques, spaced by pavé-set brilliant-cut diamonds, to a coral gallery and shoulders, signed Cartier Paris, maker's mark, numbered 46472, French assay mark, ring size J1/2

£3,000 - 4,000 US\$3,900 - 5,200

A FANCY-COLOURED DIAMOND AND DIAMOND RING, BY BULGARI

The oval-cut diamond of yellow tint, weighing 3.01 carats, surrounded by baguette and tapered baguette-cut diamonds, within a pavé-set brilliant-cut diamond mount, signed Bulgari, maker's mark, numbered BA9871, ring size N

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GIA stating that the diamond weighing 3.01 carats is Fancy Yellow, natural colour, VVS2 clarity, Report number 5172711350, dated 8 July 2016.

Accompanied by a report from CISGEM stating that the diamond weighing 3.01 carats is Fancy Light Yellow, natural colour, VVS1 clarity. Report number 58940IAAB, dated 16 June 2010.

A DIAMOND CROSSOVER RING, BY BULGARI, CIRCA 1985

The two opposing pear-shaped diamonds between tapered shoulders pavé-set with brilliant-cut diamonds, principal diamonds approximately 2.45 carats total, remaining diamonds approximately 1.15 carats total, signed Bulgari, ring size O, maker's case

£8.000 - 9.000 US\$10,000 - 12,000

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 6.60 carats, within a twelve-claw setting, ring size L1/2

£18,000 - 22,000 US\$23,000 - 28,000

38

A DIAMOND-SET NECKLACE AND BRACELET SUITE, **BY CARTIER**

The flattened curb-link necklace, accented by three larger brilliant-cut diamond links, the bracelet of uniform links, seven with brilliant-cut diamond decoration, diamonds approximately 2.70 carats total, signed Cartier, maker's mark, numbered 601431 and 601646, French assay mark, necklace length 43.0cm, bracelet length 19.1cm (2)

£8,000 - 10,000 US\$10,000 - 13,000





A GOLD, MOONSTONE AND DIAMOND PENDANT NECKLACE, BY ANDREW GRIMA, 1977-78

The 'teardrop' shaped pendant set to the centre with a large oval cabochon moonstone, within an 18 carat gold brushed finish surround with brilliant-cut diamond detail, suspended from a polished rigid collar, diamonds approximately 0.75 carat total, signed Grima, maker's mark, London hallmarks, collar length 38.7cm, pendant length 7.5cm, maker's pouch

£4,000 - 6,000 US\$5,200 - 7,700

A PAIR OF MOONSTONE AND DIAMOND EARCLIPS, BY ANDREW GRIMA, 1986

Each central cabochon moonstone collet-set within a border of brushed finish, with brilliant-cut diamond detail, *diamonds* approximately 0.45 carat total, signed Grima, length 3.6cm, maker's case

£2,500 - 3,000 US\$3,200 - 3,900





42

A COLOURED DIAMOND RING, BY HEMMERLE

The wide band pavé-set with brilliant-cut diamonds of orangy-brown tint, diamonds approximately 5.50 carats total, unsigned, diamonds untested for natural colour, ring size J½ (leading edge)

£4,000 - 6,000 US\$5,200 - 7,700

Accompanied by a copy of the original design by Hemmerle.

A PAIR OF MOONSTONE AND COLOURED DIAMOND

PENDENT EARRINGS, BY HEMMERLE

Each moonstone drop suspended from a bombé surmount pavéset with brilliant-cut diamonds of orangy-brown tint, moonstones approximately 87.00 carats total, diamonds approximately 5.85 carats total, maker's mark, diamonds untested for natural colour, length 4.0cm, maker's case

£12.000 - 15.000 US\$15,000 - 19,000

Accompanied by a copy of the original drawing by Hemmerle.

43

A PAIR OF COLOURED DIAMOND EARCLIPS, BY HEMMERLE, **CIRCA 2002**

Each elongated half-hoop pavé-set with brilliant-cut diamonds of orangy-brown tint, diamonds approximately 19.75 carats total, maker's mark, diamonds untested for natural colour, length 2.6cm, maker's pouch

£8,000 - 10,000 US\$10,000 - 13,000

Accompanied by a copy of the original design, dated 16 March 2002.





44

A GOLD, GEM-SET AND DIAMOND BRACELET, BY ANDREW

The articulated strap composed of carved emeralds and cabochon sapphires of various sizes, mounted in 18 carat yellow gold with polished finials, interspersed with brilliant-cut diamonds, diamonds approximately 2.00 carats total, signed Grima, maker's mark AGLtd, London hallmarks, length 18.0cm, fitted maker's case

£12,000 - 18,000 US\$15,000 - 23,000

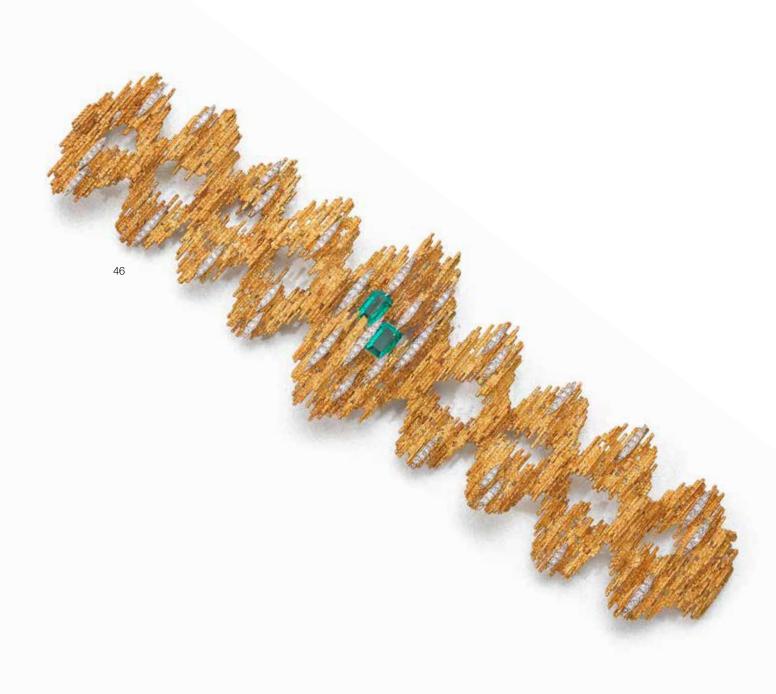
This bracelet was exhibited at the Grima 'Retrospective' exhibition at Goldsmiths' Hall in 1991. See exhibition catalogue number 246, page 86.

45

A PAIR OF GOLD, CULTURED PEARL, EMERALD AND **DIAMOND EARRINGS, BY ANDREW GRIMA, 1972**

Of flowerhead design, each set with a 13.8mm cultured pearl within a surround of marquise and pear-shaped emerald 'petals', interspersed with brilliant and marquise-cut diamond accents, mounted in 18 carat yellow gold, diamonds approximately 1.40 carats total, signed Grima, partial UK hallmarks, length 2.5cm, maker's case

£4,000 - 6,000 US\$5,200 - 7,700



46^{Ω}

A GOLD, DIAMOND AND EMERALD 'TEXTURED WIRE' **BRACELET, BY ANDREW GRIMA, 1968**

The undulating openwork strap composed of linear textured 18 carat yellow gold wirework plaques, with two step-cut emeralds to the centre and scattered throughout with single-cut diamond highlights, signed Grima, workshop mark HJCo, London hallmarks, emeralds approximately 1.70 and 1.60 carats, diamonds approximately 1.60 carats total, length 20.0cm, fitted maker's case

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GCS stating that the emeralds are both of Colombian origin, with indications of minor clarity enhancement. Report number 5776-5949, dated 15 June 2016.



Detail of maker's case





47 A LACQUER AND YELLOW SAPPHIRE RING, BY POIRAY

The heart-shaped sapphire, of yellow tint, collet-set within a mount applied with black lacquer, signed Poiray, rubbed maker's mark, French assay mark, ring size K1/2

£10,000 - 15,000 US\$13,000 - 19,000

48

AN EMERALD AND DIAMOND BOMBÉ RING, BY DUNAY

The triangular cabochon emerald, within a pavé-set brilliant-cut diamond mount, one side deliberately sunken to achieve asymmetry, emerald approximately 4.30 carats, diamonds approximately 3.10 carats total, signed Dunay, ring size K

£6,000 - 7,000 US\$7,700 - 9,000

Henry Dunay (b. 1935) is a goldsmith and jewellery designer based in New York. He started his career in jewellery at the young age of 14 where he quickly found his passion. He is well known for his craftsmanship and for his selection of beautiful stones.



A DIAMOND-SET BRACELET, BY BOUCHERON, CIRCA 1965

Composed of articulated textured links, accentuated by pyramidal stacks of brilliant-cut diamonds, diamonds approximately 5.90 carats total, signed Boucheron Paris, maker's mark, numbered 8743, French assay marks, length 17.8cm

£12,000 - 15,000 US\$15,000 - 19,000 50

AN EMERALD AND DIAMOND NECKLACE, BY SANZ

The central step-cut emerald within a pavé-set brilliant-cut diamond border, on an articulated collar of polished and brilliant-cut diamond links, emerald approximately 17.00 carats, diamonds approximately 8.75 carats total, signed Sanz, length 37.0cm

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5776-5632, dated 23 May 2016.









51^{≈ R}

A RUBY AND DIAMOND NECKLACE AND BRACELET SUITE, BY BUCHERER AND A PAIR OF PENDENT EARRINGS

The articulated collar set with courses of marquise-cut rubies alternating with lines of brilliant-cut diamonds, accompanied by a bracelet en suite and a pair of pendent earrings set with similarly-cut diamonds and calibré-cut rubies, diamonds approximately 52.00 carats total, necklace and bracelet with maker's marks CB, two rubies deficient in necklace, necklace length 40.6cm, bracelet length 18.3cm, earring length 6.5cm (3)

£30,000 - 40,000 US\$39,000 - 52,000 52

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 8.50 carats, within a six-claw setting, ring size M1/2

£25,000 - 30,000 US\$32,000 - 39,000

A RUBY AND DIAMOND RING, BY BULGARI

The oval cabochon ruby set horizontally within a mount pavé-set with brilliant-cut diamonds and courses of baguette-cut diamonds, diamonds approximately 1.80 carats total, ruby stated to weigh approximately 10.80 carats, signed Bulgari, ring size J1/2

£7,000 - 9,000 US\$9,000 - 12,000



51 (part lot)









A PAIR OF RUBELLITE TOURMALINE AND DIAMOND PENDENT **EARRINGS**

Each rubellite pear-shaped drop, suspended from a brilliant-cut diamond cap and marguise-cut diamond connector, via a brilliant-cut diamond cluster surmount, rubellites approximately 58.40 carats total, diamonds approximately 1.55 carats total, length 4.8cm

£7,000 - 9,000 US\$9,000 - 12,000

55≈ R

A RUBY AND DIAMOND DRESS RING, CIRCA 1960

The sugarloaf cabochon ruby, weighing 21.21 carats, within a surround of brilliant and baguette-cut diamonds, ring size M

£7,000 - 9,000 US\$9,000 - 12,000

56

AN EMERALD AND DIAMOND CLUSTER RING

The step-cut emerald, weighing 6.52 carats, within an undulating surround of tapered baguette-cut diamonds, with brilliant-cut diamond accents, diamonds approximately 2.40 carats total, ring size N

£10,000 - 15,000 US\$13,000 - 19,000

Accompanied by a report from GRS stating that the emerald is of Colombian origin, with evidence of minor clarity enhancement. Report number GRS2015-107076, dated 21 October 2015.

57

AN EMERALD AND DIAMOND CLUSTER RING

The octagonal-cut emerald, weighing 7.21 carats, within a four-claw setting, framed by baguette and tapered baguette-cut diamonds, with pear-shaped and marquise-cut diamond accents at the shoulders, diamonds approximately 2.80 carats total, ring size K1/2

£8.000 - 10.000 US\$10.000 - 13.000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5776-6414, dated 19 July 2016.

58**≈** R

A RUBY AND DIAMOND NECKLACE, BRACELET, EARRING AND RING SUITE, BY SANZ

The necklace designed as a graduating chain of stylised flowerheads, each with a brilliant-cut diamond stamen and oval and marguisecut ruby petals, the pendent earrings and ring en suite, the bracelet composed of openwork marguise-cut ruby links connected by brilliantcut diamonds, diamonds approximately 15.00 carats total, necklace and bracelet signed Sanz, earrings and ring unsigned, necklace length 41.5cm, bracelet length 15.9cm, earring length 3.5cm, ring size 11/2 (4)

£15,000 - 20,000 US\$19,000 - 26,000





59≈ R

A RUBY AND DIAMOND BRACELET, BY BOUCHERON, **CIRCA 1938**

The double row of highly articulated hexagonal links, with sculptural volute terminals decorated with old brilliant-cut diamonds, connected by a calibré-cut ruby 'bridge', mounted in platinum and gold, diamonds approximately 0.95 carat total, signed Boucheron Paris, French assay marks, one ruby deficient, length 18.0cm, maker's case

£8.000 - 12.000 US\$10,000 - 15,000

Boucheron used their innovative 'bridge' motif, a three-dimensional half-cylinder decorated with a contrasting line of gems, throughout the 1930s as a clasp mechanism on their sculptural bracelet and watch designs. The rubies in this example are in "invisible settings", a technically difficult and costly way of setting gems. Boucheron used this type of setting for about 10 years, abandoning it sometime around 1946. For examples of similar bracelets, including design drawings. see Néret, G, 'Boucheron; Four Generations of a World-Renowned Jeweler', Rizzoli International Publications, New York, 1989, pages 134-8.

60≈ R

A DIAMOND AND RUBY RING

The square step-cut diamond, weighing 5.06 carats, in a double fourclaw setting, between triangular-cut rubies, rubies approximately 2.70 carats total, ring size O

£50,000 - 60,000 US\$64.000 - 77.000

Accompanied by a report from GIA stating that the diamond is G colour, VS1 clarity. Report number 15174504, dated 26 July 2006.

61≈ R

A DIAMOND, RUBY AND SAPPHIRE RING

The central cushion-shaped diamond between a similarly-shaped ruby and sapphire, within a scalloped surround of old brilliant-cut diamonds, principal diamond approximately 0.75 carat, ruby approximately 0.65 carat, remaining diamonds approximately 0.70 carat total, ring size N

£5,000 - 7,000 US\$6,400 - 9,000

Accompanied by a report from GCS stating that the sapphire weighing 0.80 carat is of Kashmir origin, with no indications of heating. Report number 5776-5892, dated 13 June 2016.

A SAPPHIRE AND DIAMOND RING

The pear-shaped sapphire, weighing 16.11 carats, between marquise and brilliant-cut diamond shoulders, diamonds approximately 1.40 carats total, ring size L1/2

£20,000 - 30,000 US\$26,000 - 39,000

Accompanied by a report from SSEF stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 85665, dated 20 April 2016.

63

A SINGLE-ROW NATURAL PEARL NECKLACE

The 98 natural pearls, measuring from 3.8 to 7.4mm, with a collet-set old brilliant-cut diamond clasp, diamond approximately 0.75 carat, length 56.8cm

£5,000 - 6,000 US\$6,400 - 7,700

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 12896, dated 23 June 2016.

64[≈] R

A RUBY AND DIAMOND DRESS RING

The oval cabochon ruby, weighing 14.78 carats, between tapered baguette-cut diamond shoulders, ring size M

£10,000 - 15,000 US\$13,000 - 19,000

Accompanied by a report from GCS stating that the ruby is of Burmese origin, with no indications of heating. Report number 5776-6672, dated 11 August 2016.





A TURQUOISE, SAPPHIRE AND DIAMOND BRACELET, **EARCLIP AND RING SUITE, BY VAN CLEEF & ARPELS, CIRCA 1960**

The articulated strap bracelet set with turquoise cabochons of varying size, each within openwork textured surrounds, set throughout with circular-cut sapphire and brilliant-cut diamond accents, the earclips and ring of similar design, diamonds approximately 4.00 carats total, each signed Van Cleef & Arpels, maker's marks for Pery et Fils, bracelet numbered 75431, earrings numbered 75606, ring numbered 4708, French assay marks, bracelet length 18.0cm, earring length 2.5cm, ring size H½

£35,000 - 40,000 US\$45,000 - 52,000

A PAIR OF AQUAMARINE AND DIAMOND PENDENT **EARRINGS, BY MARGHERITA BURGENER**

Each brilliant-cut diamond leaf surmount, suspending a detachable pear-shaped aquamarine and brilliant-cut diamond drop, signed Margherita Burgener, maker's mark, diamonds approximately 2.50 carats total, aquamarines approximately 22.60 carats total, length 4.9cm, maker's case and pouch

£6,500 - 8,500 US\$8,400 - 11,000







AN AMETHYST, TURQUOISE AND DIAMOND BROOCH, **BY GAUCHERAND, CIRCA 1955**

The large step-cut amethyst within an elaborate fringed canopy of woven chains surmounted by a cabochon turquoise and old brilliantcut diamond cap, diamonds approximately 0.75 carat total, signed Gaucherand Paris, maker's marks, French assay marks, length 8.4cm

£6,000 - 8,000 US\$7,700 - 10,000

A SAPPHIRE AND DIAMOND DRESS RING

The central oval-cut sapphire, weighing 25.53 carats, within a sixclaw setting, between fanned shoulders decorated with baguette and brilliant-cut diamonds, diamonds approximately 0.75 carat total, ring size H

£20,000 - 30,000 US\$26,000 - 39,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 12475, dated 18 March 2016.

A SAPPHIRE AND DIAMOND 'TROMBINO' RING, BY BULGARI

The circular cabochon sapphire, weighing 10.82 carats, between tiered baguette-cut diamond accents and brilliant-cut diamond gallery and shoulders, diamonds approximately 5.30 carats total, signed Bulgari, ring size P, maker's case

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 5776-6334, dated 18 July 2016.







AN ENAMEL, EMERALD AND DIAMOND PANTHER BANGLE, BY DAVID WEBB

Designed as a pair of confronting black panthers' heads, each with pear-shaped cabochon emerald eyes and clasping a brilliant-cut diamond roundel in their open jaws, the heads and collars accented by similarly-cut diamonds, to a segmented tapered bangle of black enamel with triform polished spots, diamonds approximately 3.25 carats total, signed David Webb, inner diameter 5.9cm

£6,500 - 7,500 US\$8,400 - 9,700

A CULTURED PEARL, ORANGE TOPAZ AND DIAMOND **CHOKER, BY J. ROCA**

The five rows of 8.1-10.2mm cultured pearls to an octagonal clasp set with a step-cut orange topaz, weighing 60.52 carats, within a stepped brilliant-cut diamond border, diamonds approximately 6.00 carats total, necklace length 33.4cm

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from SSEF stating that the topaz shows no evidence of treatment and may be called "Imperial Topaz" in the trade. Report number 86332, dated 16 June 2016.

 72^{Ω}

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 5.04, within a double four-claw setting, between tapered baguette-cut diamond shoulders, ring size $K^{1/2}$

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GCS stating that the diamond is K colour, VVS2 clarity. Report number 5776-6615, dated 9 August 2016.

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.60 carats, within a six-claw setting, between tapered baguette-cut shoulders, ring size M

£40,000 - 60,000 US\$52,000 - 77,000

Accompanied by a report from GIA stating that the diamond is I colour, VS1 clarity, potentially flawless. Report number 6177679324, dated 7 June 2016.









A LAPIS LAZULI BRACELET, CIRCA 1970

Each textured buckle-shaped link set with a central fluted lapis lazuli baton with beaded decoration, *maker's mark, French import marks, length 19.1cm*

£4,000 - 6,000 US\$5,200 - 7,700

75

A RETRO GOLD AND DIAMOND COCKTAIL RING, BY BOUCHERON, CIRCA 1940

Modelled as a series of volutes, decorated with brilliant-cut diamonds, the rest with pairs of brilliant-cut diamonds, mounted in yellow gold, diamonds approximately 1.50 carats total, signed Boucheron Paris, maker's mark, French assay marks, ring size J

£6,000 - 8,000 US\$7,700 - 10,000 76

AN AQUAMARINE, SAPPHIRE AND DIAMOND BRACELET

Set to the front with a large barrel-shaped clasp, circa 1955, diagonally-set with alternating rows of oval and circular-cut aquamarines and sapphires, with ropetwist decoration, between brilliant-cut diamond scalloped edges, on a multi-strand torsade bracelet composed of nine rows of facetted aquamarine beads, diamonds approximately 1.50 carat total, signed Cartier, numbered, length 23.8cm

£25,000 - 30,000 US\$32,000 - 39,000







A GOLD BRACELET WATCH, BY CARTIER, CIRCA 1940

The articulated line of "gas-hose" 18 carat yellow gold links, concealing a square dial with Arabic numerals and baton hour markers, with a concealed clasp, dial signed Cartier, maker's marks, numbered 552491 5211, later UK hallmarks, Swiss assay mark, movement signed European Watch & Clock Co, length 17.3cm

£6,000 - 8,000 US\$7,700 - 10,000

For a design of similar inspiration dated 1937, see the exhibition catalogue 'The Art of Cartier', Musée du Petit Palais, held 1989-1990, page 160, item number 494.

A SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 11.28 carats, between graduated baguette-cut diamond shoulders, diamonds approximately 1.10 carats total, ring size L1/2

£20.000 - 30.000 US\$26,000 - 39,000

Accompanied by a report from SSEF stating that the sapphire is of Burmese origin, with no indications of heating. Report number 82915, dated 9 November 2015.



79 (actual size)

A PAIR OF SAPPHIRE AND DIAMOND EARRINGS

Each set with a cushion-shaped sapphire, weighing 4.16 and 5.01 carats, within a border of old brilliant-cut diamonds, diamonds approximately 4.50 carats total, length 2.1cm

£150,000 - 200,000 US\$190,000 - 260,000

Accompanied by reports from AGL stating that the sapphires are of Kashmir origin, with no indications of heat or clarity enhancement. Report number CS 1077770 and CS 1077769, dated 10 August 2016.

Accompanied by a report from SSEF stating that the sapphires are of Kashmir origin, with no indications of heating. Report number 86921, dated 18 July 2016.









A PAIR OF DIAMOND AND EMERALD PENDENT EARRINGS, **CIRCA 1965**

Each step-cut emerald, weighing 4.52 and 5.02 carats, within a radiating frame of baguette-cut diamonds, suspended from graduated similarly-cut diamond lines, to a square step-cut emerald surmount, within a surround of baguette-cut diamonds, diamonds approximately 4.90 carats total, partial maker's mark S possibly for H. Stern, length 6.0cm

£40.000 - 50.000 US\$52,000 - 64,000

Accompanied by a report from SSEF stating that the emeralds, weighing 4.52 and 5.02 carats, are of Colombian origin, with moderate and minor amounts of oil in fissures, respectively. Report number 87086, dated 28 July 2016.

Accompanied by a report from GRS stating that the emerald, weighing 4.52 carats, is of Colombian origin, with minor clarity enhancement. Report number GRS2015-107074, dated 21 October 2015.

Accompanied by a report from GRS stating that the emerald, weighing 5.02 carats, is of Colombian origin, with insignificant clarity enhancement. Report number GRS2015-107075, dated 21 October 2015.

81

A SAPPHIRE AND DIAMOND RING

The circular-cut sapphire, weighing 10.60 carats, between marquise and brilliant-cut diamond shoulders, diamonds approximately 1.50 carats total, ring size N1/2

£12,000 - 15,000 US\$15,000 - 19,000

Accompanied by a report from GCS stating that the sapphire is of Madagascan origin, with no indications of heating. Report number 5776-6412, dated 26 July 2016.

82

AN EMERALD AND DIAMOND RING

The step-cut emerald, weighing 8.14 carats, between triangular-cut diamond shoulders, diamonds approximately 2.50 carats total, ring size N

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from Gübelin stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 16020153, dated 25 February 2016.

A SAPPHIRE AND DIAMOND NECKLACE, BRACELET AND **EARRING SUITE, BY J. ROCA**

The necklace set at the front with a row of oval-cut sapphire and brilliant-cut diamond clusters alternating with brilliant-cut diamond openwork lozenges, on a brilliant-cut diamond lozenge-link backchain, the bracelet and pair of earrings of similar design, diamonds approximately 33.75 carats total, necklace and bracelet signed J Roca, earrings unsigned, necklace length 40.6cm, bracelet length 18.0cm, earring length 1.9cm (3)

£15,000 - 20,000 US\$19,000 - 26,000









87

84

AN EMERALD AND DIAMOND CLUSTER RING

The octagonal-cut emerald, weighing 3.12 carats, within an old brilliant-cut diamond surround, diamonds approximately 2.80 carats total, ring size K1/2

£7,000 - 8,000 US\$9,000 - 10,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5776-6498, dated 28 July 2016.

85 No Lot

86^{≈ R}

A RUBY AND DIAMOND THREE-STONE RING

The oval-cut ruby, weighing 5.10 carats, within a four-claw setting, between triangular-cut diamonds, diamonds approximately 1.75 carats total, ring size R1/2

£25,000 - 30,000 US\$32,000 - 39,000

Accompanied by a report from SSEF stating that the ruby is of Burmese origin, with no indications of heating. Report number 85866, dated 12 May 2016.

Accompanied by a report from AnchorCert stating that the ruby is of Burmese origin, with no evidence of treatment. Report number 188779/20027995, dated 30 March 2016.

87

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 8.86 carats, within a four-claw setting, between trios of baguette-cut diamonds, remaining diamonds approximately 0.90 carat total, ring size J1/2 (sizing band)

£35,000 - 45,000 US\$45,000 - 58,000

AN EMERALD AND DIAMOND FRINGE NECKLACE, **BY CHOPARD**

The articulated collar designed as a highly stylised trailing vine of brilliant-cut diamonds and pear and heart-shaped emeralds, emeralds approximately 37.00 carats total, diamonds approximately 15.85 carats total, signed Chopard, numbered 814843 3138130, Russian assay mark, length 39.8cm, maker's case

£45,000 - 50,000 US\$58,000 - 64,000

Accompanied by a Chopard Certificate of Authenticity.





A SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 18.77 carats, within a brilliant-cut diamond border, on a wide hoop with pavé-set diamond shoulders, diamonds approximately 3.20 carats total, ring size M

£60,000 - 80,000 US\$77,000 - 100,000

Accompanied by a report from SSEF stating that sapphire is of Sri Lankan origin, with no indications of heating. Report number 86333, dated 16 June 2016.

AN EMERALD AND DIAMOND CLUSTER RING, CIRCA 1960

The cushion-shaped emerald, weighing 12.50 carats, within an undulating border of tapered baguette-cut diamonds, diamonds approximately 4.00 carats total, French marks, ring size O

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from SSEF stating that the emerald is of Colombian origin, of medium strong saturation with a minor amount of oil in the fissures. Report number 86334, dated 16 June 2016.











AN ART DECO SAPPHIRE AND DIAMOND BROOCH, CIRCA 1935

The annular plaque collet-set with graduating cushion-shaped and circular-cut sapphires on a pavé-set old brilliant, brilliant and single-cut diamond ground with elongated hexagonal pierced detail, mounted in white gold and platinum, sapphires approximately 16.20 carats total, diamonds approximately 5.05 carats total, French marks, later fitting, diameter 5.8cm

£8,000 - 10,000 US\$10,000 - 13,000

92

A DIAMOND CLIP BROOCH, BY CARTIER, CIRCA 1930

The pierced mitre-shaped plaque set with old brilliant, square and baguette-cut diamonds, diamonds approximately 6.05 carats total, signed Cartier Paris, maker's mark, French assay marks, length 4.0cm

£8,000 - 10,000 US\$10,000 - 13,000

93

A SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 5.58 carats, set horizontally within a mount pavé-set with brilliant and baguette-cut diamonds, *ring size I*

£30,000 - 50,000 US\$39,000 - 64,000

Accompanied by a report from SSEF stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 81059, dated 2 July 2015.

94

A SAPPHIRE AND DIAMOND CLIP, BY CARTIER, CIRCA 1930

The openwork shield-shaped plaque, pavé-set with old brilliant, brilliant and single-cut diamonds, with a central cushion-shaped sapphire, weighing 3.71 carats, and baguette-cut sapphire detail, diamonds approximately 3.60 carats total, signed Cartier Paris, maker's mark, numbered, French assay marks, length 4.0cm

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GCS stating that the sapphire weighing 3.71 carats is of Burmese origin, with no indications of heating. Report number 5776-6526, dated 29 July 2016.

95

AN ART DECO DIAMOND BRACELET, CIRCA 1930

Composed of three rectangular strapwork plaques, millegrain-set throughout with old brilliant and single-cut diamonds, connected by similarly set buckle-shaped links with pierced cupola terminals, mounted in platinum and gold, *diamonds approximately 26.85 carats total, maker's mark, French assay marks, length 18.4cm*

£12,000 - 15,000 US\$15,000 - 19,000



AN ART DECO DIAMOND COCKTAIL WATCH, BY BOUCHERON, **CIRCA 1930**

The square dial with Arabic numerals, between lugs set with single and baguette-cut diamonds, on an articulated bracelet set with graduating baguette and old brilliant-cut diamonds, diamonds approximately 6.00 carats total, case signed Boucheron Paris, numbered 38788, maker's mark, French assay marks, movement by Audemars Piguet, length 17.0cm

£12,000 - 15,000 US\$15,000 - 19,000

Provenance

Vanda Hudson (1937-2004), screen actress in many British films and TV series.

Thence by descent

For a similar example, see Néret, G, 'Boucheron, Four Generations of a World-Renowned Jeweler', Rizzoli, New York, 1988, page 89.



Vanda Hudson, taken in the early 1960s



edge)

£4,000 - 6,000 US\$5,200 - 7,700

98

AN AQUAMARINE AND DIAMOND BRACELET, CIRCA 1950

The articulated geometric strap of pierced brilliant, single and baguette-cut diamond panels, each centrally set with a step-cut aquamarine, aquamarines approximately 97.05 carats total, diamonds approximately 4.65 carats total, length 19.5cm

£20,000 - 25,000 US\$26,000 - 32,000









AN ART DECO DIAMOND BRACELET, CIRCA 1925

The articulated strap finely pierced in a pattern of meandering wave motifs, millegrain-set throughout with old brilliant, brilliant and singlecut diamonds, diamonds approximately 19.85 carats total, one rosecut diamond replacement, length 18.5cm

£10,000 - 15,000 US\$13,000 - 19,000

100

A DIAMOND PLAQUE BROOCH, CIRCA 1915

Of meandering floral and foliate design, set throughout with pearshaped, old brilliant and single-cut diamonds, within an octagonal diamond border, principal diamond 1.54 carats, remaining diamonds approximately 6.40 carats total, length 5.0cm

£5,000 - 7,000 US\$6,400 - 9,000

A SAPPHIRE AND DIAMOND DRESS RING

The carved oval cabochon sapphire, weighing 8.64 carats, between scalloped shoulders millegrain set with marquise, baguette and singlecut diamonds, diamonds approximately 0.60 carat total, ring size L

£8,000 - 10,000 US\$10,000 - 13,000

Accompanied by a report from SSEF stating that the sapphire is of Burmese origin, with no indications of heating. Report number 78398, dated 20 February 2015.

A DIAMOND THREE-STONE RING

The central step-cut diamond, weighing 3.01 carats, within a double four-claw setting, between similarly-cut diamonds, to a platinum band, remaining diamonds approximately 1.70 carats total, London hallmark, ring size L1/2

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GIA stating that the diamond weighing 3.01 carats is G colour, VS1 clarity. Report number 2175646568, dated 24 May 2016.







103^{≈ R}

AN ART DECO ONYX, JADE AND DIAMOND CIGARETTE CASE, BY STRAUSS ALLARD & MEYER, CIRCA 1925

The onyx case of rectangular form with rounded corners and vertical polished and matte stripes, with a jade plague at the base and lid with rose-cut diamond decoration, the delicate diamond buckle clasp set with rose-cut diamonds and secured by a single cabochon onyx, maker's mark, numbered, French assay marks, jade untested, length 8.0cm

£5,000 - 6,000 US\$6,400 - 7,700

Strauss Allard & Meyer, manufacturers of superlative jewelled cigarette cases and accessories, regularly supplied the big jewellery houses such as Van Cleef & Arpels and Cartier.

AN EMERALD AND DIAMOND RING, CIRCA 1930

The collet-set square step-cut emerald, between triangular shoulders pierced and millegrain set with single-cut diamonds, mounted in platinum, emerald measuring approximately 12.25 x 12.25 x 3.60mm. diamonds approximately 0.30 carat total, ring size O

£8,000 - 10,000 US\$10,000 - 13,000

Accompanied by a report from SSEF stating that the emerald is of Colombian origin, with moderate oil in fissures. Report number 87085, dated 28 July 2016.

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5776-6335, dated 13 July 2016.

Provenance

Duchess Minervina Riario-Sforza (1913-1997) By descent to the current owner.

Duchess Minervina Riario-Sforza married Antonio da Padova Riario-Sforza, Duke of San Pietro, in 1934. The House of Sforza dates back to Renaissance Italy when the Sforza family acquired the Duchy of Milan from the Visconti family in the mid 15th century. The Duchess was the great-granddaughter of Abram Lyle, founder of the sugar refinery Abram Lyle & Sons that later merged with Henry Tate & Sons to become Tate & Lyle in 1921.



A SAPPHIRE AND DIAMOND RING, BY TIFFANY & CO, **CIRCA 1920**

The sugarloaf cabochon sapphire, weighing 7.99 carats, within an openwork quatrefoil bezel of stylised foliate motifs decorated with single-cut diamonds, mounted in platinum, the hoop engraved with a delicate foliate pattern, signed Tiffany & Co, ring size O

£8,000 - 12,000 US\$10,000 - 15,000

 106^{Ω}

AN ART DECO ONYX AND DIAMOND JABOT PIN, BY CARTIER, **CIRCA 1925**

Each pear-shaped onyx terminal inset with a trio of old brilliant-cut diamonds, accented by a trio of similarly-cut diamonds, diamonds approximately 1.15 carat total, signed Cartier Londres, length 9.9cm, maker's case

£8,000 - 12,000 US\$10,000 - 15,000

AN ART DECO ONYX AND DIAMOND BRACELET, BY **TIFFANY & CO, CIRCA 1920**

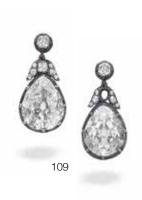
The articulated geometric links of calibré-cut onyx accented by lines of single-cut diamonds, to a concealed clasp, diamonds approximately 5.20 carats total, signed Tiffany & Co, length 18.1cm

£12,000 - 15,000 US\$15,000 - 19,000

AN ART DECO DIAMOND COCKTAIL WATCH, BY BOUCHERON, **CIRCA 1930**

The octagonal case with hinged cover set with a central old brilliantcut diamond within a ground of single-cut diamonds and stepped baguette-cut diamond detail, opening to reveal a rectangular dial with Arabic numerals, on an articulated geometric bracelet, the links set with single and baguette-cut diamonds, diamonds approximately 4.80 carats total, signed Boucheron Paris, maker's mark, French assay mark, extra links provided, length 15.9cm

£8,000 - 10,000 US\$10,000 - 13,000



A PAIR OF DIAMOND PENDENT EARRINGS, CIRCA 1830

The pear-shaped diamonds, weighing 3.02 and 3.25 carats, within pinched collet settings, suspended from similarly-set cushion-shaped diamond surmounts, mounted in silver and gold, remaining diamonds approximately 0.45 carat total, one diamond deficient, later surmounts, length 2.5cm

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from GIA stating the diamond weighing 3.02 carats is E colour, SI2 clarity. Report number 5171646556, dated 24 May 2016.

Accompanied by a report from GIA stating that the diamond weighing 3.25 carats is F colour, SI2 clarity. Report number 5171646553, dated 24 May 2016.

Accompanied by additional letters from GIA stating that the diamonds weighing 3.02 and 3.25 carats have been classified as Type IIa.

110

A DIAMOND PENDANT NECKLACE, CIRCA 1885

The articulated rivière of cushion-shaped and old brilliant-cut diamonds, in pinched collet-settings, suspending a detachable similarly-cut diamond cluster pendant, with a cushion-shaped diamond surmount, mounted in silver and gold, principal diamond 2.08 carats, remaining diamonds approximately 22.40 carats total, pendant accompanied by a later bar brooch mount, pendant length 3.4cm, necklace length 41.5cm, brooch width 3.7cm

£15,000 - 20,000 US\$19,000 - 26,000

A SAPPHIRE AND DIAMOND CLUSTER BROOCH/PENDANT, **CIRCA 1930**

The octagonal step-cut sapphire, within a surround of old brilliantcut diamonds, with a suspension loop set with a graduated trio of similarly-cut diamonds, sapphire approximately 6.50 carats, diamonds approximately 4.30 carats total, length 3.0cm

£8,000 - 12,000 US\$10,000 - 15,000

Accompanied by a report from GCS stating that the sapphire is of Basaltic origin, with no indications of heating. Report number 5776-5095, dated 13 April 2016.

112

A DIAMOND THREE-STONE RING, MOUNTED BY CARTIER

The cushion-shaped diamond, weighing 2.84 carats, between old brilliant-cut diamonds, weighing 1.27 and 1.24 carats, to baguette-cut diamond shoulders, signed Monture Cartier, partially struck maker's mark and number, French assay mark, ring size K

£15,000 - 20,000 US\$19,000 - 26,000

A DIAMOND SINGLE-STONE RING

The cushion-shaped diamond, weighing 4.41 carats, within an eightclaw setting, ring size K

£10,000 - 15,000 US\$13,000 - 19,000





114 (actual size)

A SAPPHIRE AND DIAMOND RING, BY TIFFANY & CO, **CIRCA 1930**

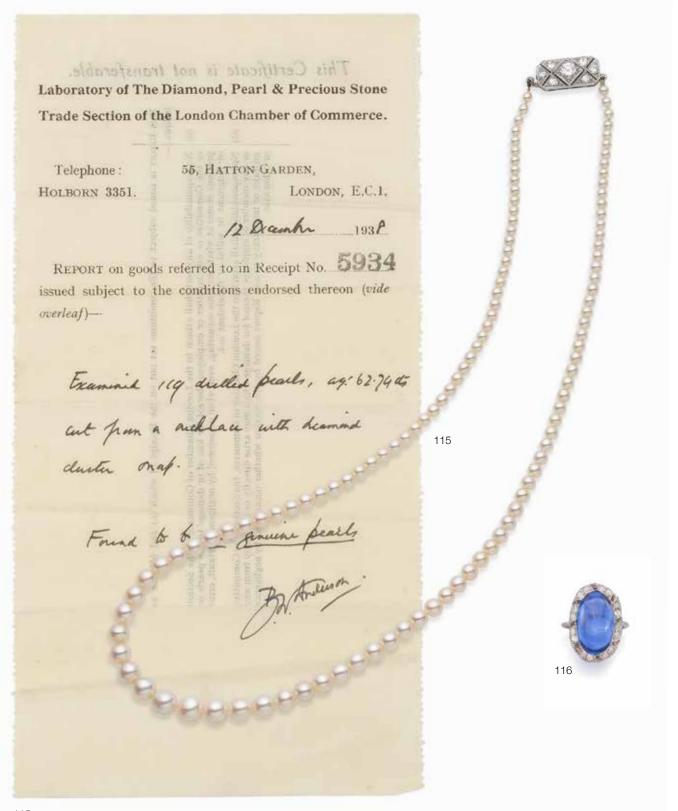
The sugarloaf cabochon sapphire, weighing 3.80 carats, within an octagonal surround of single-cut diamonds, between similarly-set shoulders, millegrain detail throughout, mounted in platinum, signed Tiffany & Co, ring size M

£40,000 - 60,000 US\$52,000 - 77,000

Accompanied by a report from AGL. Please contact the Jewellery Department for further details.

Accompanied by a report from GCS stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 5776-5085, dated 5 April 2016.





A SINGLE-ROW NATURAL PEARL NECKLACE, CIRCA 1935

The 118 natural pearls, measuring from 2.7 to 7.0mm, graduating in size from the centre, with a double-sided old brilliant-cut diamond clasp, diamonds approximately 1.40 carats total, length 47.5cm, fitted case by Hicklenton & Phillips, Jewellers & Silversmiths, 29, Cannon Street, E.C.4.

£10,000 - 15,000 US\$13,000 - 19,000 Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 87084, dated 27 July 2016.

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 5776-6298, dated 13 July 2016. Please note the seed pearls under 3mm have not been tested.

Accompanied by a report from the Laboratory of The Diamond, Pearl & Precious Stone Trade Section of the London Chamber of Commerce stating that the pearls are all genuine pearls. Reference number 5934, dated 12 December 1938.



A SAPPHIRE AND DIAMOND DRESS RING

The oval cabochon sapphire, with faceted base, weighing 17.20 carats, within a pierced scrolling border set with old brilliant and single-cut diamonds, diamonds approximately 0.80 carat total, ring size 11/2

£5,000 - 6,000 US\$6,400 - 7,700

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5776-6496, dated 28 July 2016.

117

A NATURAL PEARL AND DIAMOND BROOCH, CIRCA 1900

The cushion-shaped diamond elliptical surmount suspending two trace-link and old brilliant-cut diamond chains of unequal length, terminating in two natural pearl drops, measuring approximately 11.8-11.8 \times 17.8mm and 11.10-11.15 \times 18.60mm, mounted in silver and gold, length at longest point 5.3cm

£20,000 - 30,000 US\$26,000 - 39,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 86372, dated 27 June 2016.

The openwork cartouche composed of meandering old brilliant and single-cut diamond scrolls, the largest old brilliant-cut diamond to the centre, weighing 3.78 carats, between two natural pearls, suspending a graduated fringe of natural pearls, old brilliant, single and rose-cut diamonds, terminating in a millegrain-set diamond bow motif, surmounted by an old brilliant-cut diamond, weighing 3.76 carats, and suspending a black natural pearl drop, remaining diamonds approximately 4.75 carats total, one diamond deficient, diamond-set chain en suite, length 9.3cm

£30,000 - 40,000 U\$\$39.000 - 52.000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 83982, dated 8 February 2016.

119

AN EARLY 20TH CENTURY DIAMOND BOW BROOCH/PENDANT

Set to the centre with an old brilliant-cut diamond, weighing 5.99 carats, within a looped ribbon bow surround of smaller old brilliant-cut diamonds, terminating in two old brilliant-cut diamond pendants, weighing 2.63 and 2.69 carats, suspended via old brilliant-cut diamond knife-edge chains, mounted in silver and gold, remaining diamonds approximately 2.95 carats total, detachable brooch fitting, necklace/pendant fitting supplied, length 6.3cm, fitted case by Bracher & Sydenham, Reading

£35,000 - 40,000 US\$45,000 - 52,000

UK regional jeweller Bracher & Sydenham were patronised by Queen Victoria and George V and held Royal Warrants from Edward VII and Princess Mary Adelaide, Duchess of Teck.



A DIAMOND SINGLE-STONE RING, BY J. ROCA

The brilliant-cut diamond, weighing 13.77 carats, between shoulders set with trios of graduated baguette-cut diamonds, signed J Roca, ring size L

£180,000 - 250,000 US\$230,000 - 320,000

Accompanied by a report from GIA stating that the diamond is I colour, VVS2 clarity. Report number 5172646445, dated 24 May 2016.





AN ART MODERNE RUBY AND DIAMOND CONVERTIBLE **NECKLACE AND PAIR OF PENDENT EARRINGS, LATE 1930S**

The necklace designed as a highly articulated geometric chain of brilliant, square and baguette-cut diamonds alternating with single oval cabochon rubies, suspending a large scrolling cartouche pendant with stylised floral surmount, set throughout with oval cabochon rubies, old brilliant, brilliant, marquise, single, baguette-cut and pear-shaped diamonds, the pair of pendent earrings in similar taste and similarly set, mounted in platinum and gold, composite, diamonds in necklace approximately 35.90 carats total, necklace detaches to form a pair of bracelets, a pendant and a brooch, earrings convert to a single pair of earclips or a pair of dress clips, diamonds in earrings approximately 11.00 carats total, French maker's marks, French assay marks, necklace length 44.4cm, pendant length 9.2cm, pendent earring length 7.9cm

£100,000 - 150,000 US\$130,000 - 190,000 While the fashions of the 1920s embraced a masculine edge and daring departures from the traditional norm, during the 1930s styles once again accented the female form. Waistlines rose to sit at the natural waist, hems dropped and broad, wide necklines became prominent. Paradoxically, despite the devastating economic crisis of 1929, jewels swelled to large and opulent proportions and linear 1920s geometric styling was replaced by sumptuous volutes, scrolls and domes. Shorter necklaces that accenting the collarbone replaced the sautoir and the softer hairstyles of the new decade were complemented by scrolling earclips. Transformable jewellery, in other words jewels that were convertible and able to be worn in a variety of different ways, was highly sought after, the clip-brooch being the most successful of all. Many existing jewels were re-set to keep abreast of these new tastes in jewellery and the refined, geometric back-chain of this suite points to an earlier origin. The mid to late 1930s also saw the widespread use of coloured gems in jewellery, in part thanks to the immerging role of the cinema and Technicolor. The combination of rubies and diamonds became the pinnacle of style and fabulous ruby and diamond necklaces such as this graced the necks of nearly every woman of style, wealth and means.



122

A PAIR OF DIAMOND EARCLIPS, BY HARRY WINSTON

Each highly articulated elongated hoop, set with brilliant-cut and pearshaped diamonds, diamonds approximately 45.30 carats total, signed Winston, length 4.9cm

£20,000 - 30,000 US\$26,000 - 39,000

123

A DIAMOND NECKLACE, BY HARRY WINSTON

Designed as a v-shaped articulated line of alternating marquise-cut and pear-shaped diamonds, diamonds approximately 38.00 carats total, maker's mark for Jacques Timey, length 39.9cm

£40,000 - 60,000 US\$52,000 - 77,000





124 A DIAMOND SINGLE-STONE RING

The marquise-cut diamond, weighing 11.00 carats, within a six-claw 18 carat white gold setting, London hallmark, ring size O

£200,000 - 250,000 US\$260,000 - 320,000

Accompanied by a report from GIA stating that the diamond is $\ensuremath{\mathsf{D}}$ colour, VS1 clarity. Report number 2171646461, dated 24 May 2016.

Accompanied by an additional letter from GIA stating that the diamond has been classified as Type IIa.





125

A PAIR OF SAPPHIRE AND DIAMOND CLUSTER EARRINGS

The cushion-shaped sapphires, weighing 8.97 and 8.93 carats, each within a surround of old brilliant-cut diamonds, with an old brilliantcut diamond surmount, converted from a late 19th century jewel, diamonds approximately 4.20 carats total, earring length 3.7cm

£400,000 - 600,000 US\$520,000 - 770,000

Accompanied by a report from SSEF stating that the sapphires are of Kashmir origin, with no indications of heating. Report number 85864, dated 12 May 2016.

Accompanied by a report from AGL stating that the sapphires are of Kashmir origin, with no indications of heating. Report number CS 1075004 A and B, dated 13 April 2016.

Accompanied by older reports from SSEF and Edelsteinbefundbericht. Please contact the Jewellery Department for further details.







126

A FANCY INTENSE BLUE DIAMOND RING

The oval-cut diamond, weighing 3.81 carats, within an 18 carat white gold four-claw setting, London hallmark, ring size M1/2

£1,300,000 - 1,800,000 US\$1,700,000 - 2,300,000

Accompanied by a report from GIA stating that the diamond is Fancy Intense Blue, natural colour, I1 clarity. Report number 2173507045, dated 4 March 2016.



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Diamond Grading

Colour

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

Clarity

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

CERTIFIED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
3.01	step	G	VS1	none	GIA	102
3.02	pear	E (IIa)	SI2	none	GIA	109
3.25	pear	F (IIa)	SI2	none	GIA	109
5.04	step	K	WS2	faint	GCS	72
5.06	square step	G	VS1	medium blue	GIA	60
5.60	brilliant	Ī	VS1	strong blue	GIA	73
11.00	marquise	D (IIa)	VS1	none	GIA	124
13.77	brilliant		VVS2	none	GIA	120

CERTIFIED FANCY COLOURED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
3.01	oval	Fancy Yellow	VVS2	medium blue	GIA/CISGEM	35
3.81	oval	Fancy Intense Blue	l1	none	GIA	126

CERTIFIED SAPPHIRE INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
0.80	cushion	Kashmir	none	GCS	61
3.71	cushion	Burma	none	GCS	94
3.80	sugarloaf cabochon	Kashmir	none	AGL/GCS	114
4.80	oval cabochon	Burma	none	GCS	30
4.16	cushion	Kashmir	none	AGL/SSEF	79
5.01	cushion	Kashmir	none	AGL/SSEF	79
5.58	cushion	Kashmir	none	SSEF	93
6.50	octagonal	Basaltic	none	GCS	111
8.64	oval cabochon	Burma	none	SSEF	101
8.93	cushion	Kashmir	none	AGL/SSEF	125
8.97	cushion	Kashmir	none	AGL/SSEF	125
10.60	oval	Madagasca	none	GCS	81
10.82	circular cabochon	Sri Lanka	none	GCS	69
11.28	oval	Burma	none	SSEF	78
16.11	pear	Sri Lanka	none	SSEF	62
17.20	faceted oval cabochon	Sri Lanka	none	GCS	116
18.77	oval	Sri Lanka	none	SSEF	89
25.53	oval	Sri Lanka	none	Gem & Pearl	68
30.58	cabochon	Burma	none	GCS	24
38.76	cabochon	Sri Lanka	none	Gubelin	21

CERTIFIED RUBY INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
5.10	oval	Burmese	none	SSEF/AnchorCert	86
14.78	oval	Burmese	none	GCS	64
21.21	sugarloaf cabochon	natural	unknown	GTL	55

CERTIFIED EMERALD INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
1.60	step	Colombian	minor	GCS	46
1.70	step	Colombian	minor	GCS	46
3.12	octagonal	Colombian	moderate	GCS	84
	square step	Colombian	moderate (oil)/minor	SSEF/GCS	104
4.52	step	Colombian	moderate (oil)/ minor	SSEF/GRS	80
5.02	step	Colombian	minor (oil) / insignificant	SSEF/GRS	80
6.52	step	Colombian	minor	GRS	56
7.21	octagonal	Colombian	moderate	GCS	57
8.14	step	Colombian	minor	Gubelin	82
12.50	cushion	Colombian	minor (oil)	SSEF	90
17.00	step	Colombian	moderate	GCS	50

CERTIFIED OTHER STONE INDEX

Stone	Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
Chrysoberyl	5.09	cushion	Alexandrite Chrysoberyl		Gem & Pearl	3
Topaz	60.52	step	Imperial Topaz	none	SSEF	71

CERTIFIED PEARL INDEX

No. of Natural Pearls	Shape	Dimensions	Colour	Laboratory Report	Lot No.
1	irregular oval	23.6x14.4x12.2mm	cream	Gem & Pearl/GCS	23
1	off-round	11.8-12.2x10.7mm	light grey	GCS	12
2	drop	11.8x11.8x17.8mm 11.10x11.15x18.60mm	slightly cream	SSEF	117
2	bouton	10.03-10.19x9.18mm 9.70-10.30x9.24mm	cream	GCS	20
4	bouton (2) and off-round (2)	9.0 to 9.1mm 9.6 to 9.8mm	cream	GCS	11
2	button	14.04-14.15x14.11mm 13.81-14.16x13.03mm	slightly grey	SSEF	115
7	button (3), drop (3), slightly baroque button (1)	9.80-9.95x8.55mm 7.70-7.75x9.00mm 9.00-9.40x7.90mm 10.20-10.35x11.75mm 8.90-9.10x7.50mm 7.55-7.80x8.65mm 9.30-9.80x8.50mm	slightly cream to cream, dark grey	SSEF	118
77	round and off-round	3.7 to 8.3mm	cream	GCS	14
98	round	3.8 to 7.4mm	cream	Gem & Pearl	63
118	round to roundish, oval	2.7 to 7.0mm	cream	SSEF/GCS/other	115

RARE JEWELS AND JADEITE CONSIGNMENTS NOW ACCEPTED

Wednesday 30th November Suite 2001, One Pacific Place, 88 Queensway, Admiralty, Hong Kong A RARE 22.57 CARAT, STEP-CUT FANCY VIVID YELLOW DIAMOND RING Sold for HK\$14,440,000 (US\$1,860,000/£1,435,000) **ENQUIRIES**

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Closing date for entries
Friday 23rd September 2016

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

2. LOTS

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

Any person who damages a ${\it Lot}$ will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer I ots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any l ot 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 Hammer Price 20% from \$50,001 to \$1,000,000 of the Hammer Price 12% from \$1,000,001 of the Hammer Price

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VA

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 '\$58' 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

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA
- •, †, *, G, 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, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

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 Saller 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
- 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. 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.

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.

COLLECTION OF THE LOT

7

7.5

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

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 [AF], 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.
- .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 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 Ω3 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

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

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

10 OUR LIABILITY

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

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

- "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
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- **"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- **"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- **"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- **"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale*.
- "lien": a right for the person who has possession of the ${\it Lot}$ to retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a ${\it Lot}$.
- "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-
 - 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;
 - 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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+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

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UNITED KINGDOM

London

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

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

South East **England**

Guildford

Millmead. Guildford, Surrey GU2 4BE +44 1483 504 030 +44 1483 450 205 fax

Isle of Wight +44 1273 220 000

Representative: Brighton & Hove Tim Squire-Sanders +44 1273 220 000

West Sussex +44 (0) 1273 220 000

South West **England**

Queen Square House Charlotte Street Bath BA1 2LL +44 1225 788 988 +44 1225 446 675 fax

Cornwall - Truro

36 Lemon Street Truro Cornwall TR1 2NR +44 1872 250 170 +44 1872 250 179 fax

Exeter

The Lodge Southernhay West Exeter, Devon EX1 1JG +44 1392 425 264 +44 1392 494 561 fax

Tetbury

22a Long Street Tetbury Gloucestershire GL8 8AQ +44 1666 502 200 +44 1666 505 107 fax

Representatives: Dorset

Bill Allan +44 1935 815 271

East Anglia and Bury St. Edmunds

Michael Steel +44 1284 716 190

Norfolk

The Market Place Reepham Norfolk NR10 4JJ +44 1603 871 443 +44 1603 872 973 fax

Midlands

Knowle

The Old House Station Road Knowle, Solihull West Midlands B93 0HT +44 1564 776 151 +44 1564 778 069 fax

Oxford

Banbury Road Shipton on Cherwell Kidlington OX5 1JH +44 1865 853 640 +44 1865 372 722 fax

Yorkshire & North East England

30 Park Square West Leeds LS1 2PF +44 113 234 5755 +44 113 244 3910 fax

North West England

Chester

2 St Johns Court, Vicars Lane, Chester. CH1 1QE +44 1244 313 936 +44 1244 340 028 fax

Manchester

The Stables 213 Ashlev Road Hale WA15 9TB +44 161 927 3822 +44 161 927 3824 fax

Channel Islands

Jersey

La Chasse La Rue de la Vallee St Mary Jersey JE3 3DL +44 1534 722 441 +44 1534 759 354 fax

Representative:

Guernsey +44 1481 722 448

Scotland

Edinburgh •

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

Bonhams West of Scotland Kirkhill House

Broom Road East Newton Mearns Glasgow G77 5LL +44 141 223 8866 +44 141 223 8868 fax

Representatives: Wine & Spirits Tom Gilbey +44 1382 330 256

Wales

Representatives: Cardiff Jeff Muse +44 2920 727 980

EUROPE

Belgium

Boulevard Saint-Michel 101 1040 Brussels +32 (0) 2 736 5076 belgium@bonhams.com

Denmark

Henning Thomsen +45 4178 4799 denmark@bonhams.com

France

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

Germany - Cologne

Albertusstrasse 26 50667 Cologne +49 (0) 221 2779 9650 cologne@bonhams.com

Germany - Munich

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

Greece

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

Ireland

31 Molesworth Street Dublin 2 +353 (0) 1 602 0990 dublin@bonhams.com

Italy - Milan

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

Italy - Rome

Via Sicilia 50 00187 Roma +39 0 6 48 5900 rome@bonhams.com

The Netherlands

De Lairessestraat 154 1075 HL Amsterdam +31 (0) 20 67 09 701 amsterdam@bonhams.com

Portugal

Rua Bartolomeu Dias nº 160 1º Belem 1400-031 Lisbon +351 218 293 291 portugal@bonhams.com

Spain - Barcelona

Teresa Ybarra +34 930 087 876 barcelona@bonhams.com

Spain - Madrid

Nunez de Balboa no 4-1A 28001 Madrid +34 915 78 17 27 madrid@bonhams.com

Spain - Marbella

James Roberts +34 952 90 62 50 marbella@bonhams.com

Switzerland - Geneva

Rue Etienne-Dumont 10 1204 Geneva +41 (0) 22 300 3160 geneva@bonhams.com

Switzerland - Zurich

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

MIDDLE EAST

Joslynne Halibard +972 (0)54 553 5337 joslynne.halibard@ bonhams.com

NORTH AMERICA

USA

San Francisco •

220 San Bruno Avenue San Francisco CA 94103 +1 (415) 861 7500 +1 (415) 861 8951 fax

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

- +1 (323) 850 6090 fax

New York •

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

- +1 (212) 644 9007 fax

Representatives: Arizona

Terri Adrian-Hardy +1 (480) 994 5362 arizona@bonhams.com

California Central Valley

David Daniel +1 (916) 364 1645 sacramento@bonhams.com

Colorado

Julie Segraves +1 (720) 355 3737 colorado@bonhams.com

Florida Jon King

Palm Beach +1 (561) 651 7876 Miami +1 (305) 228 6600 Ft. Lauderdale +1 (954) 566 1630

Georgia

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

florida@bonhams.com

Ricki Blumberg Harris +1 (773) 267 3300 +1 (773) 680 2881 chicago@bonhams.com

Massachusetts

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

Nevada

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

New Jersey

Alan Fausel +1 (973) 997 9954 newjersey@bonhams.com

New Mexico

Michael Bartlett +1 (505) 820 0701 newmexico@bonhams.com

Oregon

Sheryl Acheson +1(503) 312 6023 oregon@bonhams.com

Pennsylvania

Alan Fausel +1 (610) 644 1199 pennsylvania@bonhams.com

Amy Lawch +1 (713) 621 5988 texas@bonhams.com

Virginia

Gertraud Hechl +1 (540) 454 2437 virgina@bonhams.com

Washington

Heather O'Mahony +1 (206) 218 5011 seattle@bonhams.com

Washington DC

Martin Gammon +1 (202) 333 1696 washingtonDC @bonhams.com

CANADA

Toronto, Ontario •

Jack Kerr-Wilson 20 Hazelton Avenue Toronto, ONT M5R 2E2 +1 (416) 462 9004 info ca@bonhams.com

Montreal, Quebec

David Kelsey +1 (514) 341 9238 info.ca@bonhams.com

SOUTH AMERICA

+55 11 3031 4444 +55 11 3031 4444 fax

ASIA

Hong Kong •

Suite 2001 One Pacific Place 88 Queensway Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax hongkong@bonhams.com

Beijing

Suite 511 Chang An Club 10 East Chang An Avenue Beijing 100006 +86(0) 10 6528 0922 +86(0) 10 6528 0933 fax beijing@bonhams.com

Japan

Level 14 Hibiya Central Building 1-2-9 Nishi-Shimbashi Minato-ku Tokyo 105-0003 +81 (0) 3 5532 8636 +81 (0) 3 5532 8637 fax tokyo@bonhams.com

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

Taiwan

Summer Fang 37th Floor, Taipei 101 Tower Nor 7 Xinyi Road, Section 5 Taipei, 100 +886 2 8758 2898 +886 2 8758 2897 fax summer.fang@ bonhams.com

AUSTRALIA

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

Melbourne

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

AFRICA

Nigeria Neil Coventry +234 (0)7065 888 666 neil.coventry@bonhams.com

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