

MASTERPIECES OF BOHEMIAN GLASS: PART III

Wednesday 26 October 2016



Bonhams

LONDON

MASTERPIECES OF BOHEMIAN GLASS: PART III

Wednesday 26 October 2016, at 11am
New Bond Street, London

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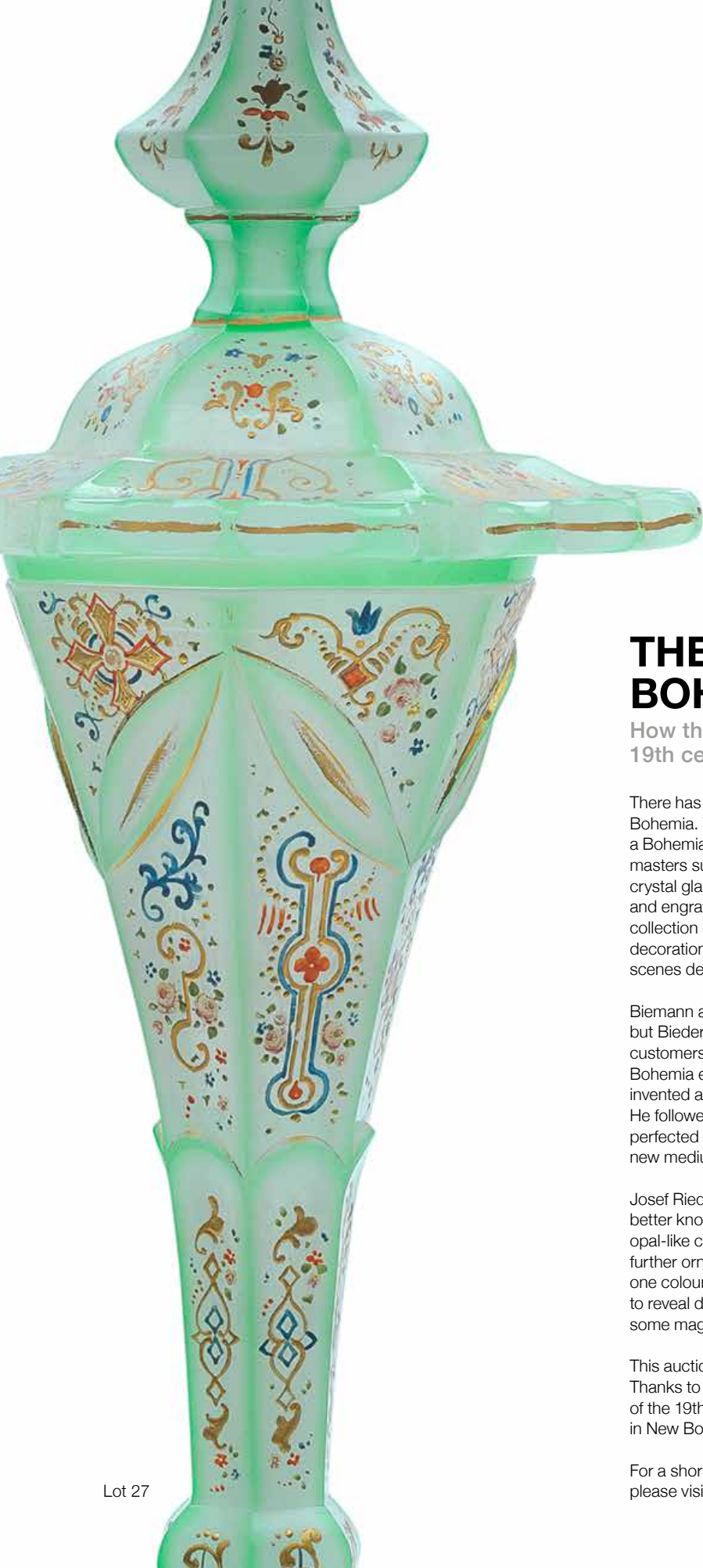
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THE MANY FACETS OF BOHEMIAN GLASS

How the discovery of colour transformed 19th century glass

There has been a long tradition for innovative glass-making in Bohemia. Throughout the 18th century remarkable engraving was a Bohemian speciality, culminating in the Biedermeier period when masters such as Dominik Biemann carved delicate engraving into crystal glass. Bonhams sale on 3 November contains fine wheel-cut and engraved beakers from the end of the 17th century as well as a collection of Bohemian 'Zwischengoldglas', fine glass beakers with gold decoration between wafer-thin double-walls. Some of these gilded scenes depict stag hunting, the principal sport of the region.

Biemann and his contemporaries worked exclusively in clear glass, but Biedermeier fashion called for more colourful interiors and customers wanted glass that was more impressive. Glassmakers in Bohemia experimented with new recipes. In 1818 Friedrich Egermann invented a yellow (or amber) coloured stain made from silver chloride. He followed this with a new ruby coloured stain made using copper, perfected around 1832. The glass engravers now had a wonderful new medium to exploit and their work took on a whole new dimension.

Josef Riedl is believed to have perfected 'annagrun' and 'annagelb', better known today as Uranium Glass. This and other cloudy and opal-like coloured glass, such as the mysterious Alabaster Glass was further ornamented using enamels and fine gilding. Thicker layers of one coloured glass were coated onto another colour and cut through to reveal different layers underneath. These new techniques created some magical effects in what became known as Overlay glass.

This auction pays tribute to all of these pioneering discoveries. Thanks to this remarkable collection, some of the finest productions of the 19th century Bohemian glassworkers can be displayed together in New Bond Street as Bonhams hosts another special auction.

For a short video where John Sandon discusses sale highlights, please visit www.bonhams.com/glass





1

**1
A BOHEMIAN PART RUBY-STAINED GOBLET AND COVER,
CIRCA 1840-50**

Of campana shape, the front ruby-stained panel engraved with a stag and doe, the broad-fluted crystal glass ground with floral sprays and scrollwork in white enamel heightened in gold, three viewing lenses within ruby panels, the heavy scalloped foot and the petal-cut cover also enamelled with floral scrollwork within panels delineated in red, *22.7cm high (2)*

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 4,000



2

**2
A CZECHOSLOVAKIAN PART RUBY-STAINED
GOBLET AND COVER, CIRCA 1920-40**

Probably Josephine Glassworks, Schreiberhau, of small size and heavily constructed with a plain U-shaped bowl engraved with a band of fruiting vines, possibly by Wenzel Benna, above a band of cut strawberry diamonds, the knopped and faceted stem with a floral band at the foot and star-cut underside, the cover with a milled rim and further border of vines, *42cm high (2)*

£700 - 900
€820 - 1,100
US\$920 - 1,200



3

**3
A BOHEMIAN RUBY-STAINED GOBLET AND COVER,
CIRCA 1850-60**

With a broad-fluted bowl engraved with two baying stags, a doe and a young faun, all in a continuous forest scene, the domed cover also broad-fluted and engraved with a band of oak branches, the spreading octagonal foot with a star cut underneath, *35cm high (2)*

£1,800 - 2,500
€2,100 - 2,900
US\$2,400 - 3,300



4

4
A BOHEMIAN RUBY TINTED GOBLET AND COVER, CIRCA 1840-60

Of deep and intense colour, the tulip-shaped bowl cut with broad flutes and embossed with four chamfered square panels well-engraved with animals, comprising a horse, a dog and a stag and doe, raised on a knopped and facet-cut stem and scalloped spreading foot, the cover with a matching scalloped edge, *30.5cm high (2)*

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600



5

5
A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1840-60

The tapering bowl engraved with two stags in a forest, the octagonal stem with a central collar, the scalloped foot engraved with foliate scrollwork, a further scroll border engraved around the pagoda shaped cover, *37.5cm high (2)*

£1,200 - 1,500
€1,400 - 1,800
US\$1,600 - 2,000



6

6
A BOHEMIAN SMALL GOBLET AND COVER, CIRCA 1840-60

The tulip-shaped bowl and the interior of the cover both stained in pale ruby, the foot and finial in clear glass, engraved with a circular panel of a dog rescuing a child from a river, the reverse with cut fan motifs and engraved fronds with florets, on a faceted knopped stem and cruciform fan-cut foot, the finial with a band of hobnail cutting, *26cm high (2)*

£1,200 - 1,500
€1,400 - 1,800
US\$1,600 - 2,000



7

**A PAIR OF BOHEMIAN AMBER-STAINED GOBLETS
AND COVERS, CIRCA 1840-60**

With plain campana shaped bowls both engraved all around with stags and deer in the forest, one featuring a pair of rutting stags, the faceted stems with wide octagonal collars, on scalloped feet cut with stars underneath, the broad-fluted covers with shallow bulbous sections and scalloped rims and finials, 38cm high (4)

£6,000 - 8,000

€7,000 - 9,400

US\$7,900 - 11,000



8 (detail)

8

**A LARGE BOHEMIAN AMBER-STAINED GOBLET AND COVER,
CIRCA 1840-60**

The U-shaped bowl on an octagonal base, carved all around with a stag and doe beside a forest pool, the reverse with a further stag also standing by a pool, after an engraving by J.E.Ridinger, the fluted baluster stem and spreading foot cut at the base rim with petal-shaped lobes, the tall pagoda cover engraved with a band of fruiting vines and also with a petal-shaped cut rim, 60cm high (2)

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

A goblet of the same shape with a closely related subject was offered in these rooms, Masterpieces of Bohemian Glass Part II, 30 September 2015, lot 24. A goblet with a stag in a similar pose, attributed to August Böhm, is illustrated by Gustav Pazaurek, *Glaser der Empire und Biedermeierzeit* (1923), p.59, fig.41. A beaker also with a related stag attributed to August Böhm was exhibited by Glasgalerie Michael Kovacek, *Glass of Four Centuries*, fig.110.

For another goblet with this image and details of the source print see lot 34 in this sale.





9



10

9

A BOHEMIAN AMBER-STAINED TOPOGRAPHICAL GOBLET AND COVER, CIRCA 1835-45

The hexagonal bowl with a raised front panel engraved with a detailed view of the memorial garden built by the Countess von Baden, titled beneath the scene 'Garten Palais der Frau Martgräfin Freidrich', the side panels and the panels around the cover all engraved with trellis and diaper ornament based on the decoration of the garden temple, the foot of the goblet deeply cut with six fan-shaped panels, 34cm high (2)

£4,000 - 6,000
 €4,700 - 7,000
 US\$5,300 - 7,900

Countess Cristiane Luise von Baden asked the architect Friedrich Weinbrenner to design a memorial temple to her late husband, set within an English style garden. It was completed in 1822.

10

A BOHEMIAN TOPOGRAPHICAL GOBLET, CIRCA 1840-50

Of generous size, the campana bowl overlaid in translucent blue and stained in amber, cut with eight broad flutes, the resulting panels engraved with sixteen individual views, each titled beneath and including Cologne, Coblenz and Bonn, on a tapering scalloped foot overlaid in blue on the underside and cut with a star, 22.5cm high

£600 - 800
 €700 - 940
 US\$790 - 1,100



11

11
**A PAIR OF CZECHOSLOVAKIAN RED-STAINED GOBLET
 AND COVERS, CIRCA 1920-40**

Possibly Lorenz Brothers, Steinschonau, the egg-shaped bodies and domed covers engraved with hunting scenes including various standing figures of sportsmen and their dogs, the borders and ball finials cut with ribbon bands, on faceted knopped stems and heavy scalloped feet, 36.5cm high (4)

£4,000 - 6,000
 €4,700 - 7,000
 US\$5,300 - 7,900

12
**AN UNUSUAL BOHEMIAN RUBY-STAINED ROYAL PORTRAIT
 GOBLET AND COVER, CIRCA 1890**

The conical bowl with two circular panels engraved with profile portraits of Emperor Franz Joseph I and his consort, Elisabeth of Bavaria, the latter titled 'Sissi', the background panels, faceted cover and scalloped foot all heightened with gilded weed, 32.5cm high (2)

£600 - 800
 €700 - 940
 US\$790 - 1,100

The Emperor of Austria, Franz Joseph I (1848-1916) was also King of Bohemia. His wife Elisabeth, the Queen Consort of Bohemia was popularly known as 'Sisi'. She was assassinated in 1898. The portrait of her on this goblet is probably based on the well-known painting by Xavier Winterhalter.



12



13 (detail)

13
**A FINE BOHEMIAN PART RUBY-STAINED GOBLET AND COVER,
 CIRCA 1835-50**

With a broad-fluted campana shaped bowl, the raised panel with a red ground engraved through to clear with a scene of a shooting party hunting game birds, three smartly-dressed sportsmen, each holding a gun and wading in a stream, their dogs on the bank in the foreground, the ground painted with intricate foliate scrollwork, a crest of a cat with a ring in its mouth concealed within the design, a single viewing lens on the reverse, on a petal-cut collar above an octagonal stem, the spreading scalloped foot and the stepped cover painted all over with further foliate scrollwork in red stain, 42cm high (2)

£8,000 - 12,000
 €9,400 - 14,000
 US\$11,000 - 16,000



14 (detail)

14
**A BOHEMIAN RUBY-STAINED GOBLET AND COVER,
 DATED 1856**

The tapering bowl broad-fluted and reserved with a front panel engraved with a pack of hounds pursuing a leaping stag through a forest, the reverse with panels of engraved vines and a clear viewing lens inscribed 'D.Kuntz, d.24.Dec: 1856', the faceted stem with an octagonal collar, on a spreading petal-cut base with a star beneath, the cover also broad-fluted and engraved all around with further fruiting vines, 43.5cm high (2)

£4,000 - 6,000
 €4,700 - 7,000
 US\$5,300 - 7,900





15

15
A BOHEMIAN BEAKER AND A HOLY SACRAMENT BOTTLE AND CRUCIFIX STOPPER, CIRCA 1835-50

The slender amber-stained beaker broad-fluted and with an oval panel engraved with Christ carrying the Cross in the manner of Anton Heinrich Pfeiffer, the reverse engraved with initials in gothic capitals, 16.4cm high, together with a ruby-stained bottle of bell shape with a petal-cut flange and engraved vines, the crucifix-shaped stopper engraved with the figure of Christ, 23cm high (2)

£1,400 - 2,000
 €1,600 - 2,300
 US\$1,800 - 2,600

A lidded beaker with a closely related subject attributed to A.H. Pfeiffer is illustrated by Pazaurek und Von Philippovich, *Gläser der Empire-und Biedermeierzeit*, pl. 104.

16
A BOHEMIAN PART RUBY-STAINED BEAKER VASE OR STANGENGLAS, CIRCA 1840-50

Of cylindrical shape raised on a spreading scalloped foot, cut with broad flutes and with a raised shield-shaped panel engraved with a baying stag, the ground painted with gothic ornament in ruby stain, the reverse with a panel of seven viewing lenses, 19.6cm high

£700 - 900
 €820 - 1,100
 US\$920 - 1,200



16

17
A BOHEMIAN BLUE OVERLAY BEAKER OR STANGENGLAS, CIRCA 1850-70

With shallow cameo decoration, of cylindrical form overlaid in bright cobalt blue and carved in the manner of Karl Pfohl with a stag running past a tree, against a frosted clear glass ground, the spreading circular foot in deep cobalt, 18.8cm high

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000

18
A BOHEMIAN PART RUBY-STAINED GOBLET IN THE MANNER OF ANTON PFEIFFER, MID-19TH CENTURY

The tapering bowl with a reserved oval panel in ruby cut through to clear with the Madonna and Child, the reverse of the bowl with multiple viewing lenses, raised on a centre-knopped stem and spreading scalloped foot star-cut underneath, 25.4cm high

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600

A footed beaker with the same subject, attributed to Anton Heinrich Pfeiffer was in the Hida Takayama Museum Collection, Sotheby's sale 19 December 2002, lot 28.



17



18

19

A BOHEMIAN RUBY-STAINED BEAKER OR STANGENGLAS AND AN AMBER-STAINED GOBLET, CIRCA 1850-60

The cylindrical beaker on a spreading fluted foot, engraved in an oval panel with two Cupids among fruiting vine, the reverse with a panel of nine viewing lenses on a red scrollwork ground, 19.4cm high, together with an amber-stained goblet with a U-shaped bowl engraved with six putti among wine barrels and elaborate fruiting vines, the tall octagonal stem and foot also engraved with vines, 29.5cm high (2)

£1,200 - 1,600

€1,400 - 1,900

US\$1,600 - 2,100

Five pieces with closely-related decoration featured in Bonhams sale of Masterpieces of Bohemian Glass, Part II, 30 September 2015, lots 60-64. See also Walter Spiegl, *Glas des Historismus* (1980), p.20, fig.8.



19



20



20 (detail)



20 (detail)

20
A MASSIVE PAIR OF CZECHOSLOVAKIAN AMBER-STAINED GOBLETS AND COVERS, 20TH CENTURY

After an original design probably by Franz Hansel or August Böhm, the U-shaped bowls engraved with panels of wolf hunting scenes, one goblet a mirror image of the other, both with two equestrian figures in traditional Turkish dress aiming a rifle and a pistol at a leaping wolf that has been chased onto a rocky outcrop, the reverse of the bowls cut with vertical panels and a single round viewing lens, raised on hollow knopped and spreading feet cut with petal-like lobes at the edge, the pagoda covers and octagonal finials cut with similar vertical panels, 69cm high (4)

£25,000 - 35,000
 €29,000 - 41,000
 US\$33,000 - 46,000

A pair of clear glass goblets engraved with the same subject was sold by Bonhams, Masterpieces of Bohemian Glass Part II, 30 September 2015, lot 76.

21
A BOHEMIAN PART AMBER-STAINED BEAKER BY FRANZ HANSEL, CIRCA 1840

The clear glass ground cut with vertical flutes, the reserved circular panel amber-stained and engraved with an Arab groom leading a horse, in a distinctive desert landscape vignette, a concentric viewing lens on the reverse, 12cm high

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600

The same subject by Franz Hansel is seen on a beaker illustrated by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), p.248, fig.262. Two other beakers with a related Arab equestrian subject also by Franz Hansel are shown by von Lichtenberg, figs.268-269 and these retain their original rims.



21





22

22

A MASSIVE BOHEMIAN GOBLET, CIRCA 1840-50

With a thick, plain U-shaped bowl very deeply engraved in *Tiefschnitt* with deer in a forest, three stags together in a clearing beside a stream, two does lying on the opposite bank, elaborate trees in between, on an octagonal faceted baluster stem and spreading eight-sided foot with a deep petal-cut rim and engraved band of fruiting vine, 45cm high

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

23

A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1840-60

The cylindrical bowl with a band of studs cut at the base, the octagonal stem with a central collar and deeply cut flower-like foot carved with fan-shaped panels of fine diaper underneath the base, the pagoda cover also with a barbed rim and heavy octagonal finial, the bowl finely engraved with a continuous scene with numerous stags and deer in a forest, 47.5cm high (2)

£4,000 - 6,000

€4,700 - 7,000

US\$5,300 - 7,900

The companion goblet retaining its original frill base and cover flange was included in part 1 of this collection, sold in these rooms 11 December 2013, lot 56. Another goblet of identical shape is illustrated by Rainer Rückert, *die Glassammlung der Bayerischen Nationalmuseums München* (1982), vol.2, p.301, fig.934.



23



23 (detail)

24

**AN EXCEPTIONAL PAIR OF BOHEMIAN RUBY-STAINED VASES,
CIRCA 1850-70**

Of massive proportions and both made from a single piece of glass, the trumpet-shaped vases with eight petal-shaped barbed lobes at the top rims and corresponding lobes deeply cut around the spreading bases, the broad-fluted tapering stems each with a series of three faceted collars, entirely covered with a deep ruby stain and engraved through to the clear glass with continuous scenes of a stag and a doe running through a forest, the decoration on one vase a mirror image of the other, 79cm high (2)

£50,000 - 70,000

€59,000 - 82,000

US\$66,000 - 92,000



24 (detail)



24 (detail)





25

**A PAIR OF LARGE BOHEMIAN RUBY-STAINED TRUMPET
VASES, CIRCA 1850-70**

Of very slender tapering form and hexagonal section, the surface cut in high relief with a series of circles, ovals and scale-like panels, decorated all over with bands of Gothic- and foliate-scroll ornament in raised paste gilding, the spreading feet in clear glass cut with fan-shaped panels underneath, *56cm high (2)*

£5,000 - 7,000

€5,900 - 8,200

US\$6,600 - 9,200



26

26
**A BOHEMIAN OPALESCENT ALABASTER GLASS GOBLET
 AND COVER, CIRCA 1835-45**

Probably Harrachov Glassworks, Neuwelt, the rich green-tinted opal glass of even colour and tone throughout, with an octagonal bowl on a petal-cut frilled collar, the eight-sided stem also with deep petal cutting at the edge of the foot, the cover with a corresponding deeply cut rim and a Turk's cap style finial, *45cm high (2)*

£5,000 - 7,000
 €5,900 - 8,200
 US\$6,600 - 9,200

27
**A BOHEMIAN ALABASTER GLASS TRUMPET-SHAPED GOBLET
 AND COVER, MID-19TH CENTURY**

In opaque white glass overlaid in pale green, the gently-spreading shape embossed with cut panels enamelled and gilded with formal motifs and floral sprigs, above a baluster stem section with a central collar and a spreading hexagonal foot, the cover with a deeply-cut petal-shaped rim and generous six-sided baluster finial, *52.5cm high*

£8,000 - 12,000
 €9,400 - 14,000
 US\$11,000 - 16,000



27



28 (detail)



28

**A PAIR OF BOHEMIAN RUBY-STAINED
TOPOGRAPHICAL GOBLETS, CIRCA 1850-70**

The generous U-shaped bowls cut with basal flutes, engraved all around with intricate rococo scrollwork, trees and foliage, reserving a series of panels with titled views including Johannesberg, Coblenz and Rheinstein, on facet-cut baluster stems, the spreading scalloped feet engraved with further scrollwork panels, 33.3cm high (2)

£3,000 - 5,000
 €3,500 - 5,900
 US\$4,000 - 6,600



29

29

A BOHEMIAN PART AMBER-STAINED JUG, CIRCA 1840-50

The rounded body cut with broad vertical flutes and applied with five amber-stained cabochon panels individually engraved with a dog, two stags, a horse and the crest of a bishop's mitre, the scalloped rim and faceted handle also stained amber, *19.5cm high*

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

30

A PAIR OF BOHEMIAN AMBER-STAINED BALUSTER VASES, CIRCA 1860-80

Of generous size and plain baluster shape, engraved with continuous forest scenes, one vase with a large stag, the reverse with a hunting dog, the other vase with a stag and doe, with flared rims and plain round feet, *40.8cm high (2)*

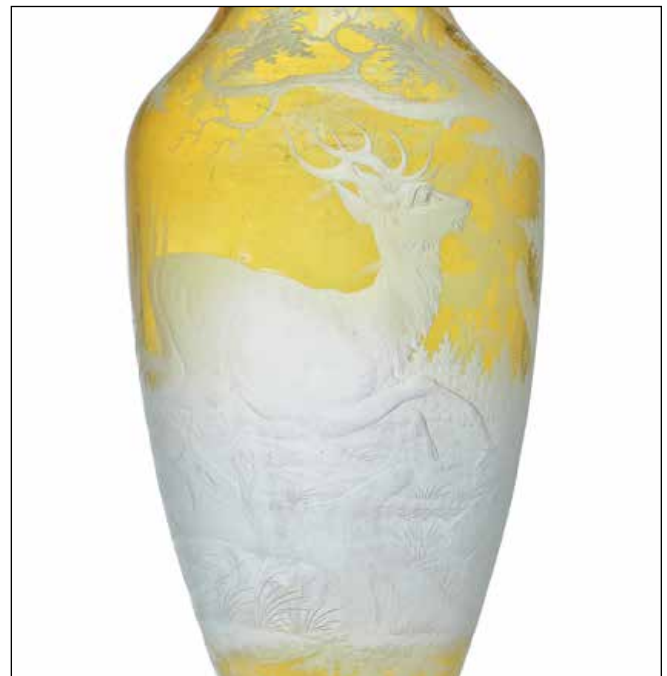
£7,000 - 10,000

€8,200 - 12,000

US\$9,200 - 13,000



30



30 (detail)



31

**31
AN AMETHYST OVERLAY AND CUT GLASS
PART CENTREPIECE, CIRCA 1840-60**

In three sections, of clear crystal overlaid in deep amethyst glass and intricately cut with geometric patterns and shaped edges, the central spire supporting two graduated dishes, the pedestal base with cut panels and a star pattern underneath, *52cm high, the larger dish 29cm diam* (3)

£3,000 - 5,000
€3,500 - 5,900
US\$4,000 - 6,600



32

**32
A BOHEMIAN PALE RUBY-STAINED DESSERT CENTREPIECE,
MID-19TH CENTURY**

Possibly made for the Russian market, the decagonal base, slender central column and petal-cut trumpet neck supporting two graduated tiers of fruit dishes, the larger one with twelve flutes and rim lobes, the smaller tier with ten similar petal-cut lobes, *standing 53cm high overall* (5)

£3,000 - 4,000
€3,500 - 4,700
US\$4,000 - 5,300



33

**A PART SUITE OF PALE RUBY STAINED CUT GLASS,
POSSIBLY RUSSIAN, CIRCA 1830**

Or perhaps made for the Russian market, the borders cut with a band of hobnail diamonds within scalloped and castellated rims, comprising four rectangular dishes of graduated size, the centres with fine strawberry cutting, *15.7cm to 22.8cm long*, and a footed tazza, the domed base milled at the edge, *23.5cm diam*; together with another tazza with an arcaded border of intricate cut panels forming a fan cut rim, *24.5cm diam* (6)

£3,000 - 5,000

€3,500 - 5,900

US\$4,000 - 6,600



Lithograph from *Johann Elias Ridinger's Jagd-Album*, published in Berlin, 1863-65

34

A BOHEMIAN RUBY-STAINED GOBLET, CIRCA 1840-50

The broad-fluted campana-shaped bowl well-engraved with a continuous scene of deer in a forest including a proud stag standing beside a pool, after an engraving by J.E.Ridinger, the baluster stem and spreading scalloped foot also cut with nine broad flutes, the underside of the base cut with a star, 29.5cm high

£2,500 - 3,500
 €2,900 - 4,100
 US\$3,300 - 4,600

The image of a standing stag is taken from an engraving by the influential artist Johann Elias Ridinger (1698-1767). Ridinger's prints of hunting subjects were extensively used by ceramic and glass decorators in the 18th century. Interest in his work enjoyed a revival in the 19th century, especially following the publication of 'Elias Ridinger's Jagd-Album', a series of lithographs issued by Ludwig Heymann in Berlin between 1863-65. Ridinger's original drawing of 1739 for this standing stag is now in the Morgan Library, New York.



34 (detail)



36



35



37

35

A BOHEMIAN RUBY-STAINED VASE, CIRCA 1840-50

Of baluster shape cut all around with broad flutes, the central body engraved with leaping stags in a continuous forest scene, with a plain flared neck and wide faceted foot, *31.8cm high*

£1,200 - 1,500

€1,400 - 1,800

US\$1,600 - 2,000

36

A BOHEMIAN RUBY-STAINED VASE, LATE 19TH CENTURY

Of ovoid shape with a trumpet neck cut with deep petal-shaped lobes at the rim, the body engraved with stags in a continuous forest scene, the neck with a further scene of a dog pursuing a stag, *31.5cm high*

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

37

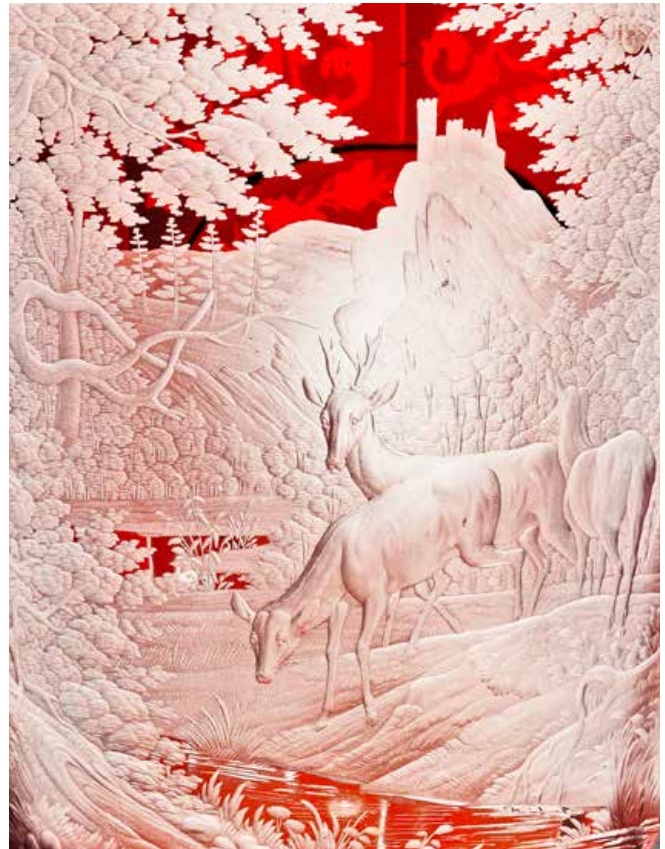
A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1835-50

The broad-fluted bowl with a raised front panel finely engraved with three deer beside a forest stream, a castle on a towering hill in the distance, the reverse with panels of foliate scrollwork and a viewing lens framed with a band of ivy, on a faceted baluster stem and eight-sided spreading foot edged with deep petal cutting, the spire cover also fluted and with a petal-cut rim, *55cm high (2)*

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600



37 (detail)





38

**A PAIR OF MASSIVE BOHEMIAN RUBY-STAINED
GOBLET AND COVER, CIRCA 1840-60**

The U-shaped bowls carved all around with a series of stags and deer running or standing in forests, raised on fluted baluster stems and spreading feet cut at the base rim with petal-shaped lobes, the tall pagoda covers engraved with bands of fruiting vines and also with petal-shaped cut rims, *79.5cm high*

£30,000 - 50,000

€35,000 - 59,000

US\$40,000 - 66,000

38 (detail)



39 (detail)

39

**A BOHEMIAN RUBY-STAINED GOBLET AND COVER,
CIRCA 1840-60**

With a plain campana-shaped bowl engraved with a standing stag and two other lying deer in a continuous forest scene, on a faceted knopped and baluster stem and scalloped octagonal foot, the cover also cut with eight broad flutes and with a petal-lobed rim, engraved with presentation initials C.R., 44cm high (2)

£3,000 - 5,000
€3,500 - 5,900
US\$4,000 - 6,600



40



41

40

A BOHEMIAN PALE RUBY-STAINED TRUMPET VASE, CIRCA 1850-70

Of tall, gently spreading shape, engraved all around with a single stag and a tall tree, raised on a flattened knob cut with a band of printies, the domed foot with six clear panels and a further band of printies at the edge, *39cm high*

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400

41

A BOHEMIAN RUBY-STAINED TRUMPET VASE, CIRCA 1850-70

The plain tapering vase in deep ruby engraved through to the clear glass with a running stag pursued by two hounds in a forest, on a small collar, the baluster stem and spreading circular foot engraved with foliate scrollwork, *36.3cm high*

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

42

A BOHEMIAN AMBER-STAINED TRUMPET VASE, CIRCA 1860-80

Of tall, gently tapering shape on a hollow inverted-baluster stem, engraved with a stag and a doe beside a very elaborate tree, the stem and domed foot engraved with fruiting vines, *53.3cm high*

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 4,000



42



43 (top view)

43

**A LARGE BOHEMIAN RUBY-STAINED JEWEL CASKET,
CIRCA 1850-70**

Of rectangular form with a domed lid secured with hinged gilt-metal mounts and a metal base set with four ball and wirework feet, the casket engraved on all four side panels with a continuous hunting scene including two stags, a dog and game birds, the lid with a full panel of two rutting stags in a forest, a border of foliate scrollwork around the edge of the cover, the underside of the base engraved with vines, 28cm wide including the mounts, 16.5cm high

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000



44
**A LARGE BOHEMIAN AMBER-STAINED JEWEL CASKET,
 CIRCA 1850-70**

Rectangular with a domed lid and lightly chamfered corners, engraved with stags in forest scenes, the top carved with two stags standing in a clearing, the sides with two running stags, a dog and game birds, the border around the lid and the underside of the base engraved with fruiting vines, with hinged gilt metal mounts and loop handles, 27.5cm long x 15cm high

£7,000 - 10,000
 €8,200 - 12,000
 US\$9,200 - 13,000



44 (top view)



45

45

A BOHEMIAN PALE RUBY-STAINED JEWEL CASKET, CIRCA 1850-80

Of narrow rectangular shape with hinged metal mounts and loop handles, the clear crystal ground embossed with a series of panels stained in pale ruby and engraved with forest vignettes, the lid with a stag and doe running, the larger side panels with single stags, the end panels with game birds, the corners and border of the lid with panels of printies and keyfret, the base cut underneath with a diaper pattern, *27cm long x 11cm high*

£3,000 - 5,000
 €3,500 - 5,900
 US\$4,000 - 6,600



46

46

A BOHEMIAN RUBY-STAINED JEWEL CASKET, CIRCA 1850-70

Rectangular with hinged metal mounts, engraved on all four side panels with a continuous forest scene with stags and deer, the lid with a further scene of deer in a forest, a border of ivy around the edge of the cover, *14cm wide x 12cm high*

£1,200 - 1,600
 €1,400 - 1,900
 US\$1,600 - 2,100

47

A LARGE BOHEMIAN BLUE OVERLAY JEWEL CASKET, CIRCA 1850-70

Of rectangular coffer shape with a domed cover and hinged metal mounts, the clear crystal ground overlaid in deep cobalt blue with a series of panels, the lid engraved with two stags fighting in a forest, the larger side panels with a single stag and a doe in forest vignettes, the end panels with game birds, the corners and border of the lid with deep blue bands cut with rows of printies, the base underneath also with a blue overlay and cut with a diaper pattern, *27cm long x 15.5cm high*

£8,000 - 10,000
 €9,400 - 12,000
 US\$11,000 - 13,000



47 (closed view)



47 (top view)



47



48



49

48

A BOHEMIAN RUBY-STAINED JEWEL CASKET, CIRCA 1850-70

Of rectangular shape with chamfered corners and hinged gilt-metal mounts, the lid engraved with a stag running in a forest, the casket engraved all around with a dog pursuing a stag, another deer and game birds, a border of C-scrolls around the edge of the lid, 18.5cm wide x 14cm high

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 4,000

49

A BOHEMIAN RUBY-STAINED JEWEL CASKET, CIRCA 1850-70

Of rectangular shape with hinged metal mounts, the top engraved with a stag and a doe flanking a tree, the side panels each with a forest vignette including deer and dogs, within frames of intricate scrollwork, further scrollwork forming a border around the lid, 14cm long x 11cm high

£1,000 - 1,200

€1,200 - 1,400

US\$1,300 - 1,600



50 (closed view)



50

A BOHEMIAN RUBY-STAINED JEWEL CASKET, CIRCA 1850-70

Of rectangular form with hinged gilt-metal mounts and a metal base set with four ball and wirework feet, the casket engraved on all four side panels with a continuous hunting scene including two stags, a dog and game birds, the lid with a scene of two hunting dogs seated beneath a tree, a border of scrollwork around the edge of the cover, the underside of the base engraved with vines, 17.5cm wide including the mounts, 11.2cm high

£1,800 - 2,200

€2,100 - 2,600

US\$2,400 - 2,900



51

51
**A BOHEMIAN CRYSTAL GLASS
 BEAKER VASE, CIRCA 1870-1900**

The gently-tapering bowl cut with eight tall broad flutes, engraved all around with a scene of a boar hunt, four figures in historical costume running through a forest with their hounds in pursuit of a fleeing boar, the various trees including an owl on a branch, on an octagonal stem and heavy circular foot, *26.8cm high*

£1,200 - 1,500
 €1,400 - 1,800
 US\$1,600 - 2,000



52

52
**A BOHEMIAN CRYSTAL GLASS
 STANGENBECHER, CIRCA 1860-80**

The tall hexagonal bowl cut with a circular panel finely-engraved, perhaps by Johann F. Hoffmann, Carlsbad, with a hunting scene, two sportsman and their dogs stalking a grouse, a single viewing lens on the reverse, on a narrow stem and hexagonal foot, *20.5cm high*

£800 - 1,200
 €940 - 1,400
 US\$1,100 - 1,600



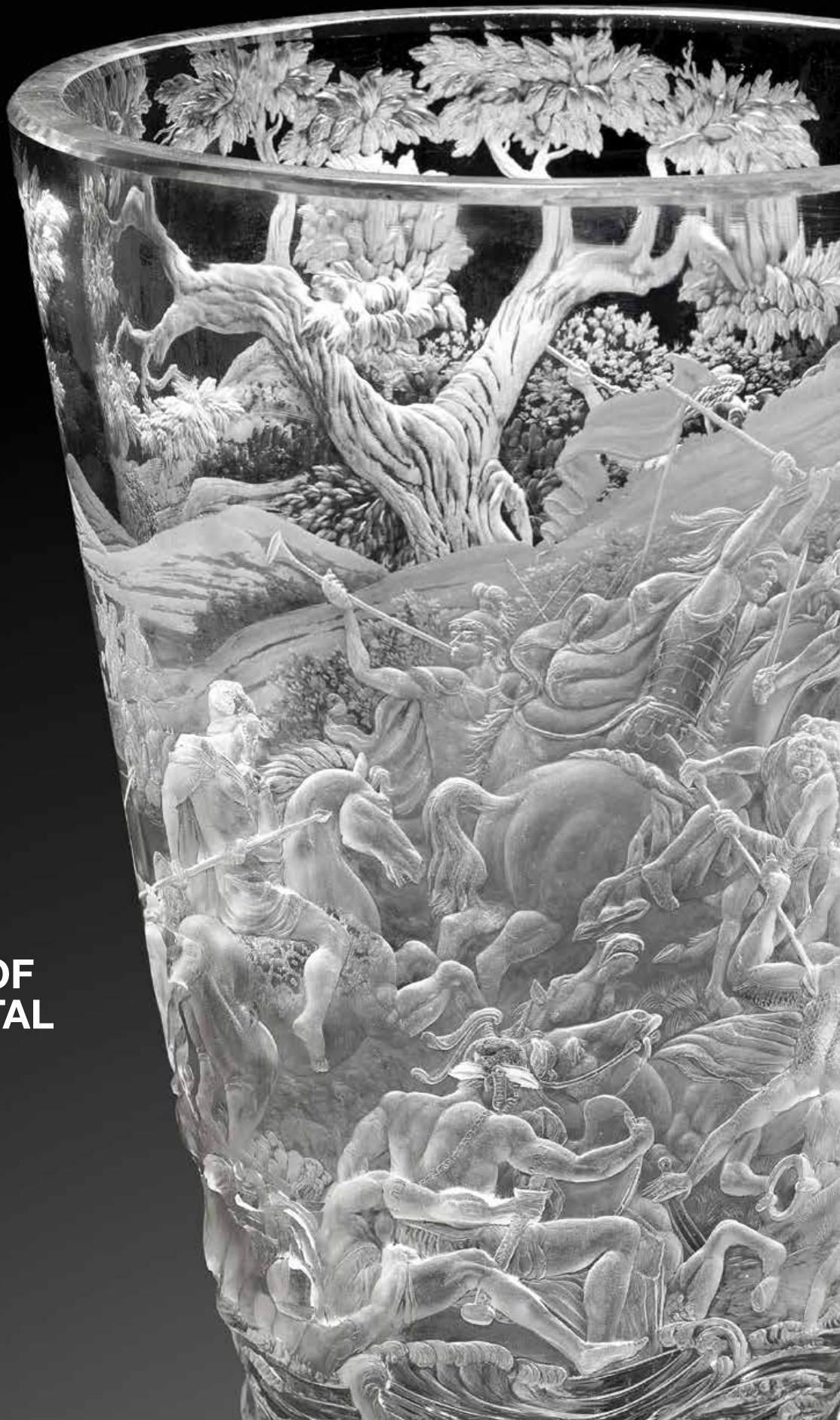
53

53
**A BOHEMIAN SILVER-MOUNTED
 CRYSTAL GLASS TANKARD,
 THE MOUNTS DATED 1874**

In the manner of Johann F. Hoffmann, Carlsbad, cylindrical form cut with broad flutes and with a spreading foot, engraved with a stag standing in a forest, further deer beneath an overhanging rock in the distance, the hinged silver cover with *niello* decoration of a stag leaping a stream within a scrollwork border, presentation initials M W engraved on the interior of the lid, *21.2cm high*

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000

**A TRIUMPH OF
ROCK CRYSTAL**





La Vertu Surmonte tout obstacle, after Charles le Brun,
engraving by Girard Audran, 1672

A MASSIVE BOHEMIAN OR CZECHOSLOVAKIAN CRYSTAL GOBLET, LATE 19TH CENTURY OR 20TH CENTURY

After August Böhm and based on a painting by Charles Le Brun, deeply carved in *Teifshnitt* with a finely-detailed battle scene engraved all around in the manner of rock crystal, depicting the Battle of Arbela where Alexander the Great defeated Darius's Persians, the Greek army and their horses emerging from the river to confront the Persians, the close skirmish involving numerous figures on horseback or lying wounded on the ground, the carved bowl set on an octagonal collar and faceted knopped stem, the spreading foot engraved with fruiting vines and with heavy petal-shaped cutting at the edge, 61cm high

£40,000 - 60,000

€47,000 - 70,000

US\$53,000 - 79,000

The subject is based on Charles le Brun's painting, probably via the engraving by Girard Audran published in 1672 as part of the *Triumphs of Alexander* series. On Audran's print this image is titled 'La Vertu Surmonte tout obstacle'. The original painting by le Brun is in the Louvre.

Fought in May 334 BC, the Battle of Arbela or the Granicus River was the first of three major battles fought between Alexander the Great and the Persian Empire. The battle took place at modern-day Biga Çayı near Ergili in Turkey, at the crossing of the Granicus River. Alexander defeated the Persian army including a large force of Greek mercenaries led by Memnon of Rhodes.

August Böhm engraved this subject on two fine crystal glass goblets and these are widely acknowledged as Böhm's greatest achievement. One example dated 1840 belonged to the glass pioneer Apsley Pellatt who wrote 'For depth of workmanship and artistic execution, as a modern intaglio engraving, this vase is unrivalled'. It was exhibited at the Great Exhibition where it is said visiting glass engravers marvelled at the minute detail that August Böhm had achieved. Both of Böhm's versions are today in private collections and one is presently on loan to the Glass Gallery at the Victoria and Albert Museum. It is illustrated and discussed by Paul von Lichtenberg, *Glasgravuren des Biedermeier* (2004), pp.193-195.

Gustav Pazaurek noted that plaster of Paris casts of the panel on one of August Böhm's Granicus Goblets were taken and kept in Bohemia to encourage other glass engravers. A set of these plaster casts is illustrated by Pazaurek, *Glaser der Empire-und Biedermeierzeit*, p.57. The present goblet is undoubtedly inspired by Böhm's masterpiece and may have been based on a set of plaster reliefs, although it is also likely that the engraver went to the same printed source that Böhm had used, Girard Audran's monumental engravings.





55 (detail)

55

**A BOHEMIAN RUBY STAINED GOBLET AND COVER,
CIRCA 1835-50**

The cylindrical bowl finely engraved with two landscape vignettes, one side with stags and deer in a forest, the reverse with two spirited horses in the manner of Karl Pfohl, the ground engraved with an intricate design of rococo scrollwork, the base of the bowl edged with a petal-cut frill, on a fluted stem with an octagonal collar, the foot with eight fan-shaped lobes with diaper-cut panels underneath, the pagoda cover also with a deeply-cut petal rim, *45cm high (2)*

£7,000 - 9,000

€8,200 - 11,000

US\$9,200 - 12,000

The companion goblet with matching decoration is in the Bayerischen Nationalmuseum, Munich and is illustrated in Rainer Rückert's Catalogue (1982), Vol.II, pl.33, fig.934, there attributed to August Böhm or Karl Pfohl. An identical composition of horses, although in reverse, is on a goblet in the Strasser Collection, see Rudolf von Strasser and Walter Spiegl, *Dekoriertes Glas* (1989), p.382, fig.299.



56 (detail)

56

**A VERY LARGE BOHEMIAN AMBER-STAINED GOBLET
AND COVER, CIRCA 1840-60**

The generous U-shaped bowl cut with broad flutes, the reserved panel well-engraved with two rutting or fighting stags in a clearing within a forest, the reverse of the bowl with a panel of seven viewing lenses, the stem with a flattened knob between collars cut with printies above a spreading heavily-scalloped foot, the cover also cut with broad flutes below a knob cut with a band of printies, with a flower-like spire finial, 70cm high (2)

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000





57



58



59

57

**A COLLECTION OF BOHEMIAN
CRYSTAL GLASS ITEMS ALL
ENGRAVED WITH DEER, 19TH CENTURY**

Each piece cut with broad flutes and engraved with a continuous forest scene including stags and deer, comprising: a pair of tapering beakers, 14.5cm and 15cm high, a footed beaker, 16cm high, a stein with a metal hinged cover, 21cm high overall, and a dodecagonal plate or stand engraved with a central initial cipher, 20.5cm diam (5)

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

58

**A BOHEMIAN ENGRAVED WINE
EWER AND FOUR MATCHING GLASSES,
CIRCA 1880-1920**

The ewer or jug of unusual moon shape in clear glass with an emerald green handle and foot, the glasses with clear bowls and trailed green undulating collars above green feet, engraved with hunting subjects, the ewer with a huntsman on horseback, his dog pursuing a boar, ducks in flight on the reverse, the glasses each with a single animal among trees, the feet all engraved with a border of oak leaves, the ewer 33cm high, the glasses 12.7cm (5)

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

59

**A BOHEMIAN FROSTED AND
ENGRAVED BEAKER, CIRCA 1860-80**

In clear glass with an unusual frosted finish, well-engraved with a running stag and a wolf or fox in a continuous forest landscape, the domed foot cut with a band of printies, 12.5cm high

£500 - 700

€590 - 820

US\$660 - 920

60

**A CRYSTAL GLASS CENTREPIECE,
MID 19TH CENTURY**

Probably Belgian or Netherlands, constructed in three sections and polished with broad vertical flutes and with knopped and baluster stems, the top tulip-shaped vase, wide central tazza and domed foot all elaborately cut with barbed or castellated rims, 46cm high (3)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 4,000

For a related centrepiece in the Gemeentemuseum, Den Haag see Pijzel-Dommisse and Eliens, *Glinsterend Glas*, p.289, fig.441-442.



60





61 (detail)

61
A LARGE BOHEMIAN BLUE OVERLAY GOBLET, CIRCA 1850-70

In clear glass overlaid in cobalt blue, the thistle-shaped bowl cut with two elaborate panels finely engraved, one panel depicting a gentleman riding on a spirited horse while his groom attempts to steady a further rearing horse, the reverse panel depicting three playful horses, the base of the bowl cut with two bands or round printies, the hollow knopped stem and spreading scalloped foot cut with vertical panels, the underside of the base cut with a neat double star, 42.8cm high

£18,000 - 22,000
 €21,000 - 26,000
 US\$24,000 - 29,000



61 (detail)



62

**A COLLECTION OF BOHEMIAN
AMBER-STAINED GLASS
ENGRAVED WITH DEER,
SECOND HALF 19TH CENTURY**

Each piece engraved with stags and other deer in continuous forest scenes, comprising: a circular tazza with a scalloped rim, 26.8cm diam, a decanter and stopper, 26.5cm high, a small beaker, 23.5cm high, three various tall footed beakers, a finger bowl and stand, the stand 21cm diam, and a tankard with a hinged glass cover, 14cm high (10)

£3,000 - 4,000
€3,500 - 4,700
US\$4,000 - 5,300





63

63
**TWO PAIRS OF BOHEMIAN
 RUBY-STAINED TRUMPET VASES,
 CIRCA 1840-60**

Both engraved with forest scenes, one pair of very slender shape cut with eight broad flutes, one engraved with a stag and doe, the other with two hunting dogs, on spreading scalloped feet, 25.5cm high, the other pair shorter and broader with petal-cut rims, both engraved with a stag and a doe among trees, 18.8cm high (4)

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600

64
**A BOHEMIAN RUBY-STAINED TAZZA,
 CIRCA 1850-70**

The generous circular top cut with a rim of petal-shaped lobes, engraved with a continuous frieze of stags and deer in a forest, the baluster stem and domed foot engraved with bands of fruiting vine, 31.2cm diam, 19cm high

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600



64



65

65
**A BOHEMIAN RUBY STAINED GOBLET AND COVER,
 CIRCA 1840-60**

With a tapering octagonal bowl, engraved with a stag standing in a pool baying at another stag standing on a mound, the reverse with ducks rising among trees, the domed cover, baluster stem and scalloped foot all in deep red and cut with eight broad flutes, 31.5cm high (2)

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000



66

66
**A PAIR OF BOHEMIAN VASES IN THE GOTHIC TASTE,
 CIRCA 1840-60**

Of baluster shape with trumpet necks and cut with fine vertical flutes, ruby-stained with panels of gothic ornament picked out in tooled gilding, the frosted clear glass ground enamelled in green with further gothic arches, with wide circular feet and petal-cut neck rims all stained in ruby, 34.3cm high (2)

£2,500 - 3,500
 €2,900 - 4,100
 US\$3,300 - 4,600



67

67

A PAIR OF BOHEMIAN OVERLAY VASES, CIRCA 1850-70

Of baluster shape, the pale ruby ground overlaid in white and cut with slender Arabesque panels on the necks and bases edged with gold scrollwork, the central bodies finely painted in coloured enamels with parrots on leafy branches and bouquets of garden flowers, 33cm high (2)

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

68

A BOHEMIAN OVERLAY GLASS GOBLET AND COVER, CIRCA 1850-60

With a ruby-stained ground overlaid in opaque white and strongly cut with Arabesque style 'windows' and printies, the tapering bowl with an additional reserved oval panel which is left plain, on a baluster stem and low pedestal foot, the white overlay enhanced with delicate gold foliage, 37.5cm high (2)

£4,000 - 6,000

€4,700 - 7,000

US\$5,300 - 7,900



68



69





70



71



72

69

A PAIR OF BOHEMIAN OVERLAY VASES, CIRCA 1850-70

Of classical amphora shape applied with volute handles deeply etched with anthemion patterns in 'acid gold', the emerald-green ground gilded all over with an intricate pattern of palmettes or anthemions, the reserved front panels both finely enamelled in colours with a peasant women standing beside a well, the panels framed with 'acid gold' keyfret bands, 47.5cm high (2)

£7,000 - 9,000
 €8,200 - 11,000
 US\$9,200 - 12,000

70

A BOHEMIAN RUBY-STAINED AND ENAMELLED GOBLET AND COVER, CIRCA 1840-60

The ten-sided campana-shaped bowl on a faceted baluster stem and heavy circular foot, the cover also ten-sided and with a generous finial, enamelled and gilded all over with floral sprigs and scrollwork, 29cm high (2)

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000

71

A BOHEMIAN OVERLAY GLASS GOBLET AND COVER WITH ENAMELLED DECORATION, CIRCA 1850-60

With a pale ruby or cranberry ground overlaid in white glass and cut with borders of small printies and a series of panels at the base and foot edged in gold, the bowl and the cover both enamelled with three flower bouquets, 40.5cm high (2)

£3,000 - 5,000
 €3,500 - 5,900
 US\$4,000 - 6,600

72

A BOHEMIAN DEEP GREEN GLASS HUNTING GOBLET AND COVER, CIRCA 1840-50

In deep emerald green, the broad-fluted cup-shaped bowl on a petal-cut frilled collar, knopped stem and domed foot, the conical cover also fluted and with a heavy stepped finial, decorated all over with rococo and floral ornament in raised silver, the reserved panel with a huntsman stalking a stag also in raised silver, titled in gold beneath 'Fur Erinnerung.', 37cm high (2)

£2,500 - 3,500
 €2,900 - 4,100
 US\$3,300 - 4,600



73

**A MONUMENTAL BOHEMIAN OR CZECHOSLOVAKIAN CARVED
GLASS TRAY OR CHARGER IN ROCK CRYSTAL STYLE,
LATE 19TH CENTURY OR 20TH CENTURY**

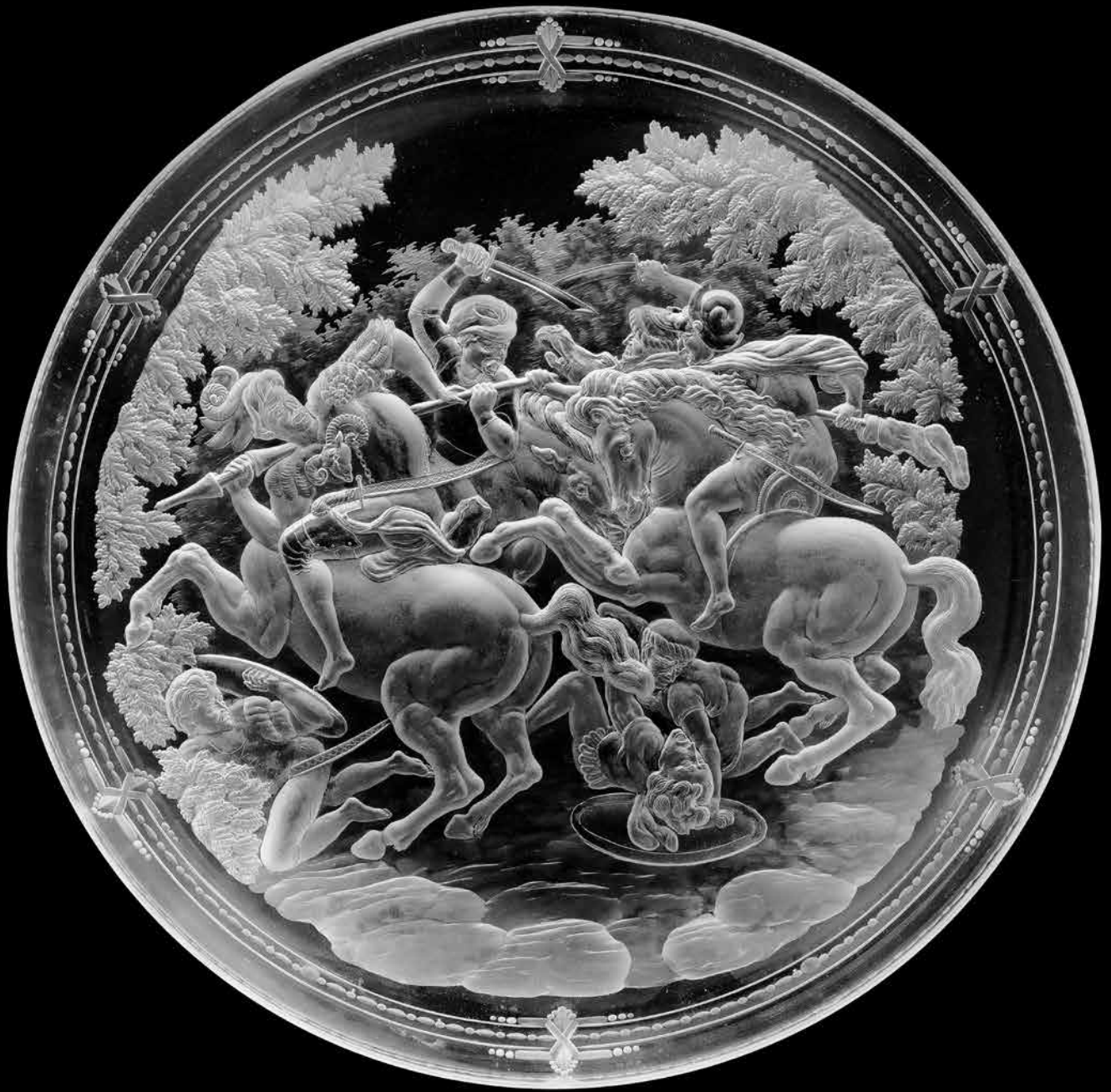
The circular, shallow dish deeply carved on the underside with a spirited battle scene from the time of Alexander the Great, various helmeted figures confronting a turbanned foe, the warriors mostly on horseback, others fallen on their shields, the vignette with vegetation behind and rocks in the foreground, within a formal border in Art Deco style, 49.3cm diam

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 40,000

To ensure that the traditions of Bohemian glass engraving would continue, a number of specialist schools were established, the largest at Kamenický Šenov (Steinschönau) from as early as 1856. Engraving was also taught within glass factories such as the Moser works in Karlovy Vary (Carlsbad). Several talented engravers set up their own engraving studios, for example Karl Pietsch (1828-1883) who had trained at the Pelikan workshop and worked on his own in Steinschönau, supplying J & L Lobmeyr in Vienna with specially-commissioned pieces of exhibition-quality engraving. The present lot may be his work, or that of a gifted pupil.





74 (detail)

74

A PAIR OF BOHEMIAN RUBY-STAINED VASES, CIRCA 1840-60

Of generous trumpet shape with petal-cut lobed rims, engraved all around with stag hunting scenes, one with two dogs pursuing a leaping stag, the other with two splendid stags standing among the trees, raised on decagonal bases with similar knopped stems and broad-fluted circular feet engraved with bands of foliate scrollwork, 33cm high (2)

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000



75

A PAIR OF BOHEMIAN PART RUBY STAINED GOBLETS AND COVERS, CIRCA 1835-50

Of campana shape, each section cut with eight broad flutes, the bowls both reserved with four deep-red-ground panels engraved with hunting subjects, one panel featuring a sportsman aiming his gun, the other panels with dogs, stags and ducks, the clear glass ground painted in ruby stain with foliate scrollwork, the covers with similar painted scrollwork in ruby stain, 31cm high (4)

£5,000 - 7,000

€5,900 - 8,200

US\$6,600 - 9,200

A goblet with related decoration was sold by Bonhams, Masterpieces of Bohemian Glass Part II, 30 September 2015, lot 106.



75 (detail)



76

76

A BOHEMIAN EMERALD GREEN GOBLET, CIRCA 1840

Of campana shape cut with six broad flutes, decorated in raised and tooled gold and oxidised-silver with a panel of a stag and two deer, the ground with various formal motifs also in raised gold and silver, the base of the bowl and the edge of the foot petal-cut, 19.4cm high

£800 - 1,200
 €940 - 1,400
 US\$1,100 - 1,600

77

A BOHEMIAN TURQUOISE-BLUE GOBLET AND COVER, CIRCA 1850-60

Of hexagonal form, the tapering bowl with six broad panels each with raised silver decoration of formal scrolls and fretwork, the ornately cut cover and foot with further scrollwork in raised silver, the underside of the foot with fan cutting, 35cm high (2)

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600

78

THREE BOHEMIAN OVERLAY BEAKERS, CIRCA 1835-50

One of waisted form cut through the amethyst overlay with six clear panels enamelled with flowers and gilded with green cartouches, 12.5cm high, another *ranftbecher* overlaid in cobalt blue with curious shaped cut panels, the broad fluted clear ground with tooled gilding, 12.3cm high, the third of goblet shape with very intricate cut circular panels in blue and a gilt trellis ground, one panel engraved with initials, 15.8cm high (3)

£1,200 - 1,500
 €1,400 - 1,800
 US\$1,600 - 2,000



77

79

THREE BOHEMIAN OVERLAID AND ENAMELLED BEAKERS, MID-19TH CENTURY

Comprising one of goblet shape in 'alabaster' glass overlaid in pink, ornately cut and enamelled with flower sprigs heightened in raised gold, a reserved panel with a gilded scene of a couple on a balcony, the underside engraved with the initials C M, 13.5cm high, another beaker in opaque white overlaid in deep rose pink and enamelled with floral panels, 11.7cm high, the third beaker in alabaster with a light blue overlay dividing broad flutes and looped panels at the base, with enamelled floral and gilded decoration, 12cm high (3)

£1,200 - 1,500
 €1,400 - 1,800
 US\$1,600 - 2,000

80

THREE BOHEMIAN COLOURED AND GILDED GLASS BEAKERS, CIRCA 1835-50

Comprising a footed bell-shaped beaker in 'Annagelb' glass with cut flutes and panels, enamelled in white and gilded with flowers and scrolls, 12.6cm high, another bell-shaped beaker in 'Annagrun' also with scrollwork in white enamel and gold, 13.2cm high, and the third footed beaker in pale translucent turquoise-blue with cut panels and tooled gold dolphin motifs, 13.2cm high (3)

£1,000 - 1,500
 €1,200 - 1,800
 US\$1,300 - 2,000

Josef Riedl is said to have named this so-called Uranium glass in honour of his wife Anna, calling it *Annagrun* and *Annagelb*. Similar colours were subsequently made by other glassworks and safer substitutes were developed to replace the lethal uranium oxide.



78



79



80





81



81 (detail)

81

A BOHEMIAN AMBER-STAINED GOBLET, CIRCA 1830-40

In the manner of the Pelikan workshop, Meistersdorf, the deep 'U'-shaped bowl cut with a diaper band beneath an engraved frieze carved with two sportsmen riding with hounds in pursuit of a stag, crossed trees on the reverse, the scalloped foot alternately stained in amber or left clear, 20.8cm high

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

82

TWO BOHEMIAN OR CZECHOSLVAKIAN AMBER-STAINED BEAKERS, CIRCA 1900-1940

Comprising a small thistle-shaped goblet on a faceted stem and scalloped foot, engraved with a huntsman carrying a dead deer, the reverse with a young stag, 18.5cm high, and a beaker of ranftbecher shape, engraved with a mythical figure drawing a crossbow, a running stag and a fox in a tree, with cut base panels stained in ruby and blue, 13.8cm high (2)

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

83

A BOHEMIAN BLUE STAINED GOBLET, LATE 19TH OR EARLY 20TH CENTURY

Of tulip shape overlaid in deep cobalt blue and cut through to the clear glass with a running stag among trees, on a spreading panelled foot, 15cm high

£600 - 800

€700 - 940

US\$790 - 1,100

84

A BOHEMIAN CASED OPAL GLASS HUNTING BEAKER, CIRCA 1850-60

Of plain bell shape in shaded pink cased on the interior in opaque white, enamelled in colours on both sides with a vignette of a huntsman and his dog, the scenes enclosed within tooled silver scrollwork, 11cm high

£700 - 900

€820 - 1,100

US\$920 - 1,200



82



83



84



85

85

A BOHEMIAN 'ANNAGRUN' GLASS BEAKER, CIRCA 1840-50

Of tapering shape cut with broad flutes, the small raised panel engraved with a stag by a tree, the ground enamelled and gilded with flowers and foliate scrolls, the stepped octagonal foot cut with a diaper pattern underneath the heavy 'firing' base, 13.8cm high

£700 - 900

€820 - 1,100

US\$920 - 1,200

86

TWO BOHEMIAN RUBY-STAINED BEAKERS, CIRCA 1835-50

Comprising a *ranftbecher* cut with eight broad flutes, engraved with a running stag in a forest vignette, 12.8cm high, and a small goblet with a tapering broad-fluted bowl reserved with a panel engraved with a stag and doe in a forest, on a nonagonal foot, 15.5cm high (2)

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



86



87

A PAIR OF BOHEMIAN RUBY-STAINED BEAKERS, CIRCA 1835-50

Of *ranftbecher* shape cut with broad flutes and both reserved with a series of six round panels or printies, one panel on each beaker left plain, the other panels engraved with individual vignettes of deer, dogs and hares, scrollwork motifs engraved below the panels, 10.7cm high (2)

£700 - 1,000

€820 - 1,200

US\$920 - 1,300



87





88



88 (detail)

88
**A LARGE BOHEMIAN RUBY-STAINED WATER JUG,
 CIRCA 1850-70**

Of plain pear shape with an undulating lip and looped strap handle, engraved all around with a stag and deer in a forest, 31cm high

£4,000 - 6,000
 €4,700 - 7,000
 US\$5,300 - 7,900

A similar jug was sold by Bonhams, Masterpieces of Bohemian Glass Part II, 30 September 2015, lot 110.



89

89
**A PAIR OF BOHEMIAN RUBY-STAINED WINE GOBLETs,
 CIRCA 1850-70**

Of plain campana shape with everted rims, the bowls engraved with stags and deer in continuous forest scenes, one scene including a hunting dog, on hollow baluster stems and plain circular feet, 18cm high (2)

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600



90

90
**A PAIR OF BOHEMIAN AMBER-STAINED CANDLESTICKS,
 CIRCA 1850-70**

With hollow baluster stems engraved with a fox and a deer in forest vignettes, the nozzles and spreading bases engraved with bands of vines and scalloped at the edges, 25cm high (2)

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600



91

91
**A PAIR OF BOHEMIAN DEEP BLUE-STAINED VASES,
 CIRCA 1850-70**

The conical bowls with neatly-cut castellated tops, engraved all around with stags and deer in a forest and a running fox or wolf, the bases of the bowls and the spreading feet cut with a series of rounded panels, 23.5cm high (2)

£1,500 - 2,000
 €1,800 - 2,300
 US\$2,000 - 2,600



92

92
**A PAIR OF BOHEMIAN RUBY-STAINED GOBLET
 AND COVERS, CIRCA 1850-70**

Of campana shape, the conical covers and knopped and spreading stems cut with broad flutes and terminating in scalloped feet, the bowls engraved through the deep ruby glass with continuous scenes of stags and deer in a forest, 29cm high (4)

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 4,000



93

93
A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1840-60

Of campana shape cut with broad flutes, the bowl engraved with a continuous forest scene including various deer and stags rutting, on a centre-knopped faceted stem and fluted scalloped foot cut with a star underneath, the cover with similar broad flutes and engraved with foliate scrollwork, 38.5cm high (2)

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 4,000



94

94
A BOHEMIAN RUBY-STAINED GOBLET AND COVER, CIRCA 1850-70

With an eight-sided campana bowl, the raised front panel engraved with deer in a forest landscape and vines, the reverse engraved with fruiting vines encircling a single lens, on an octagonal collar and swelling stem above a spreading scalloped foot, the broad-fluted cover also engraved with vines around the faceted and pointed finial, 43cm high (2)

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 7,900



95

95
A BOHEMIAN RUBY-STAINED TRUMPET VASE, CIRCA 1840-60

Of very slender octagonal form cut with tapering flutes, engraved all around with a forest scene with two rutting stags, the border cut with pearls, the lower body and the petal-cut foot engraved with rococo scrollwork, 32cm high

£800 - 1,200
 €940 - 1,400
 US\$1,100 - 1,600



96

96
A BOHEMIAN SMALL GOBLET AND COVER, CIRCA 1840-50

The cup-shaped bowl and the domed cover both cut with broad flutes and various embossed panels picked out in pale ruby and amber staining and engraved with heart-shaped floral chaplets, the principal panel with a pale ruby-stained ground engraved with a sportsman seated in a forest smoking a pipe, his dog at his feet, 29cm high (2)

£800 - 1,200
 €940 - 1,400
 US\$1,100 - 1,600



97

97
A BOHEMIAN PART AMBER-STAINED GOBLET AND COVER, DATED 1839

The ovoid bowl cut with eight broad flutes each embossed with an oval panel stained in amber, neatly engraved with an inscription 'Andenken von mehreren Freunden dem Abgeordneten Schwarz an dem 28 Juli 1839' (Memento from several friends for the M.P. Schwarz, 28 July 1839), on an octagonal amber collar above a spreading eight-sided clear glass stem and foot cut with a star and amber panels underneath, 33cm high (2)

£1,200 - 1,500
 €1,400 - 1,800
 US\$1,600 - 2,000



98



100



99

98

A BOHEMIAN RUBY-STAINED AND ETCHED JUG AND COVER ATTRIBUTED TO CARL GÜNTHER, CIRCA 1860-80

Of plain tapering shape with a hinged pewter mount, painted in ruby stain and delicately etched with a huntsman holding a hare, another hunter on horseback and vignettes of stags and dogs, the circular cover with trailing vines, 21cm high including thumbrest

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

In their 1990 catalogue *Glass of 5 Centuries*, Glass Gallery Michael Kovacek presented a series of important signed pieces in this technique and discussed the tortured life of Carl Günther. After a visit to Paris seeking work from major glassworks including Baccarat, Günther returned to Munich in 1844, was arrested and deported to his home town of Steinschönau. He suffered from a religious mania and for a while he even lived in a cave, setting set up his glass engraving tools in the middle of the forest where he carved the trees and animals he saw around him. Günther developed a new technique mixing ruby staining with hydrofluoric acid. Sadly he earned little money peddling his distinctive glass in the streets of Prague and he died penniless and half blind in Steinschönau in 1883.



101



99

**TWO BOHEMIAN RUBY-STAINED HUNTING TANKARDS,
ONE WITH SILVER COVER DATED 1835**

Of tapering, broad-fluted shape, the raised front panels engraved with deer in forest scenes, the grounds carved with fruiting vines, one with a hinged silver top repoussé with a hunter shooting around a tree, the date '1835' inscribed beneath, the thumbrest as the figure of a child, 17cm high including thumbrest, the other with pewter hinged mounts, the cover set with a glass panel engraved with a further deer, 16cm high including thumbrest (2)

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

100

A BOHEMIAN RUBY-STAINED VASE, CIRCA 1840-60

Of tall thistle shape with a petal-shaped barbed rim, engraved all around with a stag and a doe running in a forest, on a short faceted-knopped stem and scalloped eight-sided foot star-cut underneath, 28.5cm high

£700 - 1,000
€820 - 1,200
US\$920 - 1,300

101

**A PAIR OF BOHEMIAN AMBER-STAINED VASES,
CIRCA 1860-80**

The tall tapering bowls with flared and scalloped rims, both engraved with a single leaping stag, the reverse with a tree, on short knopped stems and hollow domed feet engraved with scrollwork bands, 35cm high (2)

£3,000 - 5,000
€3,500 - 5,900
US\$4,000 - 6,600

**FINE GLASS &
PAPERWEIGHTS AND
BRITISH & EUROPEAN
CERAMICS**

Thursday 3 November 2016
Knightsbridge, London

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35cm high
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Thursday 3 November 2016
Knightsbridge, London

**A SILESIAN
HOCHSCHNITT GOBLET**

by Friedrich Winter,
Hermsdorf, circa 1700
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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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 "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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