THE JULIUS AND ARLETTE KATCHEN COLLECTION OF FINE NETSUKE: PART I Tuesday 8 November 2016

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THE JULIUS AND ARLETTE KATCHEN COLLECTION OF FINE NETSUKE: PART I

Tuesday 8 November 2016 at 14.00 New Bond Street, London

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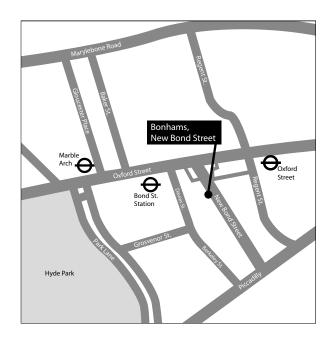
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CHRONOLOGY

Jomon period	ca.10,000BC - ca.300BC
Yayoi period	ca.300BC - ca.300AD
Kofun period	ca.593 - 710
Nara period	710 - 794
Heian period	794 - 1185
Kamakura period	1185 - 1333
Muromachi period	1333 - 1573
Nanbokucho period	1336 - 1392
Momoyama period	1573 - 1615
Bunroku era Keicho era	1592 - 1596 1596 - 1615
Edo period	1615 - 1868
Kan'ei era Kanbun era Genroku era An'ei era Tenmei era kansei era Kyowa era Bunka era Bunka era Bunsei era Tenpo era Koka era Ansei era Man'en era Bunkyu era Genji era Keio era	1624 - 1644 1661 - 1673 1688 - 1704 1772 - 1781 1781 - 1789 1789 - 1801 1801 - 1804 1804 - 1818 1818 - 1830 1830 - 1844 1844 - 1848 1844 - 1848 1854 - 1860 1860 - 1861 1861 - 1864 1865 - 1868
Meiji era	1868 - 1912
Taisho era	1912 - 1926
Showa era	1926 - 1989
Heisei era	1989 - present

JULIUS AND ARLETTE KATCHEN: VIRTUOSO COLLECTORS

Born in 1926 in Long Branch, New Jersey, Julius Katchen was one of the finest pianists of the twentieth century. The son of a lawyer and a former concert pianist, he studied music with his grandparents, Russian immigrants who had taught at the Moscow and Warsaw conservatoires. Julius was a child prodigy: in addition to the outstanding musical ability he displayed from an early age, he became an expert swimmer and table-tennis player and later completed a four-year philosophy course in three years.

Julius and his wife Arlette shared two great interests: music and netsuke. It was on a concert tour of Japan in 1953 that they first came across netsuke, making a purchase in Kyoto (lot 123). From then on they tried — whenever possible and wherever they were—to visit dealers and auction rooms in between performances at most of the world's greatest concert halls. In spite of the lack of literature on the subject in those early collecting days, they studied assiduously, rapidly learning from the writings of Henri Joly and Frederick Meinertzhagen about the intricacies of the art, the makers, and the subjects of netsuke. In London, they befriended the dealer Geoffrey Moss, through whom they purchased netsuke until the untimely death of Julius at the age of 42, in April 1969.

Although the more public persona of Julius Katchen placed him in the limelight, when it came to selecting and purchasing netsuke for the collection he and Arlette worked as a team. They were constant visitors to London and attended all but the last of the sales of the M. T. Hindson collection at Sotheby's from 1967 to 1969. Julius died two months before the final sale he had desperately wanted to attend, particularly for one netsuke, the dog and pup by Gechu (lot 120), which was purchased by Arlette in her husband's memory. Following the early death of Julius, Arlette's interest continued and she continued quietly adding to the collection, filling in the gaps.

It may be too much of a generalisation to state that Julius Katchen preferred large, dynamic netsuke of the eighteenth century while Arlette was more attracted to smaller, neater, and later examples. Their tastes certainly coincided in their joint admiration for netsuke produced by the great Kyoto masters from the late eighteenth to the early nineteenth century and for the later works of Kaigyokusai of Osaka. It will be noted, however, in this and the succeeding two catalogues that the collection is varied and encompasses a wide variety of styles, materials, and makers.

On a personal note, I had the great pleasure of visiting the Katchens in Paris on numerous occasions in the 1960s. They were perfect hosts and, due to our shared interest in the subject, we would spend many hours, sometimes into the early morning, discussing the peculiarities of netsuke makers: the signatures, the shapes of eyes, the incised hair work, or the carving of paws in, for instance, the netsuke masters of Kyoto or Tomokazu of Gifu and his school. It was on one of these trips that I arrived a little early and was shown into a small study in their apartment, where I spent time with Arlette, talking about and enjoying the collection while listening to Julius practising on one of his two concert-grand pianos in the salon next door, a rare treat which I shall never forget.

While a number of netsuke have been disposed of over the years, Bonhams are proud to have been given the opportunity to offer for sale, in three parts, the remainder of this remarkable collection.

Neil Davey

1926年、アメリカ、ニュージャージー州のロングブランチに生まれたジュリアス・カッチェンは、20 世紀を代表するピアニストの1人でした。弁護士とピアニストの両親のもとで、彼は祖父母から音楽を学 びました。ロシアからアメリカに移住した彼の祖父母は、モスクワとワルシャワの音楽学校で教えた経 験を持っていました。ジュリアスは神童でした。幼い頃から抜きん出ていた音楽の才能に加えて、水泳 と卓球においてもトップクラスであり、さらには4年制の哲学のコースを3年間で終えてしまいました。

ジュリアスと彼の妻であるアルレットは、音楽と根付という2つの大きな関心事を共有していました。1953年、ピアノ・コンサートの旅で日本を訪れた際に、2人は初めて根付に出会い、京都で根付を購入しています(ロット123)。それからというもの、世界中の名だたるコンサートホールでの演奏会で演奏する合間を縫って、どんな場所であろうとできる限りの時間を作って、2人は美術商やオークション会場を訪れました。当時、まだ根付蒐集に関する文献資料はほとんど存在しなかったにも関わらず、2人は熱心に研究を重ね、ヘンリー・ジョリーやフレデリック・マイナーツハーゲンの資料をもとに、アートとしての根付の複雑さ、作者、作品主題について瞬く間に学んでいったのでした。ロンドンにおいては、美術商のジェフリー・モスと親しくなり、1969年4月、ジュリアスが42歳という若さで死を迎えるまでの間、根付を購入し続けたのです。

ジュリアス・カッチェンの社会における名声が、彼を脚光を浴びる立場へと押し上げていきました が、自らの根付コレクションに加える根付の選択、購入となると、彼とアルレットは二人で一緒に決定 しました。彼らはロンドンを頻繁に訪れ、サザビーズにおいて、1967年から1969年に開催されたM. T. ハインドソン・コレクションを扱ったオークションの、最終回以外のすべての回に出席しました。ジュ リアスは、最終回に出品された牙虫による象牙彫の犬の根付(ロット120)をどうしても手に入れたいと 切望していましたが、その2ヶ月前に亡くなりました。この根付を、アルレットが彼を追悼する思いで落 札しました。ジュリアスの早過ぎる死の後も、アルレットの根付に対する興味は尽きることなく、ひっ そりとコレクションの蒐集を続けていました。

ジュリアス・カッチェンの好んだ根付の傾向は、大雑把にひとくくりにし過ぎの言い方かもしれませんが、18世紀のサイズが大きいダイナミックものを好んでいました。一方、アルレットはサイズが小さめですっきりした、それ以降の作品に魅力を感じていました。2人とも、18世紀後半から19世紀前半の京都の著名な根付師の作品と大阪の根付師・懐玉斎の後期の作品を好んだ点では一致していました。ただし、ボナムズにおけるこの第1部オークションおよび第2部、第3部のオークションには、あらゆるスタイル、素材を扱った様々な根付師の作品が出品されていることをお知らせしておきます。

私個人の思い出としては、幸いにも、60年代にパリに住んでいたカッチェン夫妻を何度となくお訪ね する機会に恵まれました。2人は完璧なもてなしで迎えてくれて、根付という共通の関心事について、 時には夜明けまで、根付師それぞれの作風について、何時間も話したものです。また、根付に刻まれる 銘、眼の形、毛並み、動物の足の彫り方についても語り合いました。そのような中で、京都の名高い根 付師や岐阜の友一とその門人が話題にのぼったものです。あるとき、私は夫妻のお住まいに予定より早 く到着してしまったことがありました。私は彼らのアパートの小さな書斎へと案内され、隣の広間でジ ュリアスが2台のコンサート用グランドピアノで練習をしているのを聴きながら、アルレットと会話を楽 しみ、彼らのコレクションを眺めて時を過ごしました。決して忘れることのできない、またとない喜び のひとときでした。

カッチェン・コレクションの根付の多くは、何年間にもわたってオークションに出品されたほか、販売されて参りましたが、素晴らしいコレクションの中でも今日まで残されてきた根付を、3回のオークションに分けて、このたび皆様にご紹介できることは、ボナムズにとって大変名誉なことであります。

ニール・デイヴィー







Landscapes and Maps

1^{Y Φ} AN IVORY NI

AN IVORY NETSUKE OF TEMPLE BUILDINGS

By Kagetoshi, Kyoto, 19th century Signed in a rectangular reserve *Kagetoshi*. *4.2cm (1 5/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 山荘 銘「景利」 19世紀

Published: Katchen, N7, vol.1, p.109, no.K955.

Set on rocky ground, a large two-storey building with several figures within, among overhanging trees with a smaller building and three-storey pagoda at the back, carved in typically elaborate detail in unstained ivory.

2^{Υ Φ}

AN IVORY MANJU NETSUKE ENGRAVED WITH A MAP OF JAPAN

By Ichimuken Nanka, Izumi Province, 19th century Signed Ichimuken Nanka koku. 4.7cm (1 7/8in) diam.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫饅頭根付 日本地図 と東海道宿場町 名 銘「一夢軒南柯刻」 19世紀

Published: Katchen, N7, vol.2, p.203, no.K835.

Delicately engraved on the face with the map of feudal Japan with the names of the provinces and titled *Nansen Bushu Dai Nippon koku shoshin no zu* (Authentic Map of Great Japan in the Realm of the Buddha). The reverse with the list of the start and finish points and 53 stations on the Tokaido Road *(Tokaido gojusan tsugi)*, showing the distance between the stations.

3 A WOOD NETSUKE OF A PEASANT FAMILY By Horaku, Kyoto, 19th century Signed in a rounded rectangular reserve

Horaku. 4.8cm (1 7/8in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 布晒し 銘「宝楽」 19世紀

Published: Katchen, N7, vol.1, p.109, no.K954.

A thatched house with pine trees at the side, two seated women and two standing men beating cloth while another walks home with strips of cloth on his shoulder beside two figures bleaching strips of cloth in the sun.







Myth and Religion

4^ΥΦ **AN IVORY NETSUKE OF HOTEI** By Ono Ryomin (born 1833), Edo, 19th

Signed Ryomin with kao. 4.5cm (1%in) high.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 布袋 銘「陵民(花押)」 19世紀

Published: Katchen, N7, vol.1, p.295, no.K766.

The god smiling as he holds a large sack with a small boy within.

5^{Υ Φ}

AN IVORY NETSUKE OF THE TAKARABUNE (TREASURE SHIP)

By Ryukei II, Edo, 19th century Signed in an oval reserve *Ryukei* with *kao*. *3.8cm (11/2n) wide*

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

象牙彫根付 宝船 銘「龍珪(花押)」 19世紀

Published: Katchen, N7, vol.1, p.291, no.K752.

The dragon-prowed boat riding over swirling water, the Seven Gods of Good Fortune clustered on the open deck around the square sail while a crane flies overhead.

6^{Y Φ} AN AMUSING IVORY SEAL NETSUKE OF FUKUROKUJU 18th century Unsigned. 6cm (2 3/8in) high.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫印根付 福禄寿 無銘 18世紀

Provenance: Henry T. Reiss collection. Frederick Meinertzhagen collection.

Published: Meinertzhagen, MCI, p.1029. Joly and Tomita, JAH, pp.45 and 47, no.154, illus.pl.Lll. Katchen, N7, vol.2, p.331, no.K757.

Exhibited: Red Cross Exhibition, London, 1915.

Half kneeling, twisting his face sideways and sniffing, the base carved with a seal and the back grooved vertically for the passage of the cord. The ivory slightly worn and bearing a good patina.





7^{Y Φ} AN IVORY NETSUKE OF JUROJIN By Raku, Osaka, early 19th century

Signed in an irregular reserve *Raku*. 5.7cm (21/4in) high.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 寿老人と雄鹿 銘「楽」 19世紀前期

Published: Katchen, N7, vol.1, p.187, no.K756.

The god standing, smiling while holding the antler of a stag which rests at his feet, gazing up to its master with inlaid eyes, the slightly worn ivory bearing a good patina.

The name Raku has been seen on a number of netsuke of differing subject and type and may be an abbreviation of a small group of artists' names, perhaps followers of Risuke Garaku, working in Osaka during the early part of the 19th century.

For an almost identical example, signed *Raku*, see Harris, HGBM, p.26, no.24.

8^{Y Φ} A SMALL IVORY NETSUKE OF A POTTERY MODEL OF HOTEI By Obara Mitauhira (1910, 1976). Ocaka, 10th contum

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed *Mitsuhiro*. *3.2cm (11/4in) high.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 陶製布袋置物と鼠 銘「光廣」 19世紀

Published: Katchen, N7, vol.1, p.187, no.K764.

A number of studies of pottery models of Hotei are recorded, the present example with the addition of a small rat on the god's shoulder and two others below.





₉Υ Φ

A WOOD AND IVORY NETSUKE OF JUROJIN ON AN OX By Ikkosai Toun (1804-1876), Edo, 19th century Signed in an oval reserve *Ikkosai*. *4.2cm (1 5/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木・象牙彫根付 寿老人と雄牛 銘「一光斎」 19世紀

Provenance: Frederick Meinertzhagen collection.

Published: Meinertzhagen, ANC, no.97. Meinertzhagen, MCI, vol.2, p.939. Katchen, N7, vol.1, p.209, no.K247.

The small ivory figure of Jurojin seated, holding a *tama* (formalised jewel), on the back of the recumbent ebony ox, its rope halter inlaid with boxwood.

10^{Υ Φ}

AN IVORY NETSUKE OF THE THREE LONG-LIVED PERSONAGES OF MYTHOLOGY

School of Kaigyokusai Masatsugu (1813-1892), Osaka, 19th century Inscribed in a long rectangular reserve *Kaigyokudo Masatsugu*. *3.2cm (11/iin) high*.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 三長寿人 銘「懐玉堂正次」 19世紀

Published: Katchen, N7, vol.1, p.193, no.K767.

The three long-lived personages (*Sanchojujin*) identified in the present example as Urashimataro, Tobosaku and Miura no Osuke shown seated, back to back in a sake cup, together with a crane and a *minogame* (hairy-tailed turtle).

Kaigyokusai's style changed over the years of his working life, as did his signature. Ueda Reikichi states (Ueda, NNK, p.227) that he signed his name Kaigyokudo until the age of 20, then Masatsugu until he was about 30, Kaigyoku until he was about 50 and Kaigyukusai Masatsugu from then until his death, although Ueda cautions that these are generalisations.







12

11^{Y Φ} AN IVORY NETSUKE OF FUKUSUKE

Style of Yoshitomo, Kyoto, late 18th/early 19th century Unsigned. 5.1cm (2in) high.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 福助 無銘 18世紀後期/19世紀前期

Published: Katchen, N7, vol.2, p.341, no.K939.

The large-headed dwarf smiling as he stands on one foot, holding a sword with one hand and a closed fan with the other, the well-toned ivory slightly worn.

A somewhat similar example in the Frederick Meinertzhagen collection, signed Yoshitomo, is illustrated in his book, Meinertzhagen, ANC, no.37 and also in Meinertzhagen, MCI, p.995.

The figure of Fukusuke is said to have been modelled on a real person called Sataro who died at a great age around the Kyowa era (1801-1904).

12^{ΥΦ}

AN IVORY NETSUKE OF CHOKARO SENNIN

By Yoshitomo, Kyoto, early 19th century Signed in a rectangular reserve Yoshitomo. 4.8cm (1 7/8in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 張果老仙人 銘「吉友」 19世紀前期

Published: Katchen, N7, vol.1, p.105, no.K808.

The sennin seated, smiling and holding a large double gourd from which his miniature horse emerges and gallops over his shoulder, his robe typically engraved with a design of scattered chrysanthemums, the slightly worn ivory bearing a good tone.

Compare with a standing example of the subject in the Metropolitan Museum of Art, New York, illustrated in Okada, NMMMA, p.37, no.8.



13^{Y Φ} A TWO-PART IVORY MANJU NETSUKE CARVED WITH KYOYU AND SOFU

School of Kaigyokusai Masatsugu (1813-1892), Osaka, 19th century Inscribed *Kaigyokusai*. *5.1cm (2in) wide*.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

象牙彫饅頭根付 許由と巣父 銘「懐玉斎」 19世紀

Published: Katchen, N7, vol.1, p.195, no.K951.

Of kidney shape, carved on the exterior with two cranes, pine trees and bamboo leaves, one half carved within in fine detail with Kyoyu washing his ears in a waterfall beside Sofu, the divine herdsman, leading his ox, the other section carved with a pine tree and swirling clouds.

Similar examples by Kaigyokusai and his followers are known, carved with the figures of Jo and Uba, although no similar examples featuring Kyoyu and Sofu appear to have be recorded.





14^{ΥΦ}

AN IVORY NETSUKE OF DARUMA

By Kagei Dosho (1828-1884), Izumo and Osaka, 19th century Signed *Dosho* with *kao*. *4cm (11/2in) high.*

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

象牙彫根付 達磨 銘「道笑(花押)」 19世紀

Published: Katchen, N7, vol.1, p.191, no.K777.

The patriarch depicted as a legless doll, looking up and pulling on his face with both hands, his pupils inlaid.

For a somewhat similar figure of Daruma by Dosho, see the exhibition catalogue, Bandini, IAN, p.34, no.48.

15^{Y Φ} A SMALL WOOD NETSUKE OF DARUMA

By Risen Tokujutei, 19th century

Signed Gyonen nanajugo Risen (Risen, aged 75) with kao. 3.2cm (11/4in) high.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 達磨 銘「行年七十五 李仙(花押)」 19世紀

Provenance: H. Seymour Trower collection. Sir Frank Brangwyn collection. M. T. Hindson collection.

Published: Davey, MTH, p.300, no.913. Katchen, N7, vol.2, p.245, no.K781.

The limbless patriarch yawning during his nine-year meditation, his wide-open mouth exposing ivory teeth and his eyes of mother-of-pearl with dark pupils.

Tokujutei Risen was evidently proud of his age and frequently inscribed his age (between 67 and 75) without a signature. Seven examples have been identified, including similar figures of Daruma, one stating his age as 72, is described but not illustrated in Meinertzhagen, MCI, p.649. Another, unsigned example, is illustrated in *Serendipité et le Miroir japonais*, in *Bulletin Franco-Japonaise*, no.110, figs.2, 6 and 7.





16^{ΥΦ}

AN IVORY NETSUKE OF SEIOBO

Attributed to Sanko, early 19th century Inscribed in a rectangular reserve *Tametaka*. *8cm (31/in) high.*

£6,000 - 8,000 JPY810,000 - 1,100,000 US\$8,000 - 11,000

象牙彫根付 西王母 銘「為隆」 19世紀前期

Published: Arlette Katchen, *Tametaka* in Moss, EIN, pp.84-85, no.60, with a tentative attribution to Tametaka. Katchen, N7, vol.2, p.67, no.K811.

The goddess standing, holding a small branch of peaches with one hand and adjusting her coiffure with the other, her belted robe worn over trousers and finely engraved with a scrolled design, the ivory slightly worn and lightly stained.

Three almost identical examples of the subject are recorded, the first, illustrated in Davey, MTH, p.18, no.9, is signed *Sanko*, the second, also signed *Sanko*, is illustrated in Goodall, BLACMA, p.123, no.58, while the third, illustrated in Meinertzhagen, MCI, p.693, is unsigned. Sanko was recorded in Inaba, SK. However, there appears to be no wear on the present example which, although of fine work, leads one to believe that it is of slightly later date. The inscription *Tametaka* also appears to be contemporary with the carving and may have been engraved as a homage to that master.

17 **A WOOD NETSUKE OF SEIOBO** 18th century Unsigned. 8.9*cm (31/2in) high.*

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 西王母 無銘 18世紀

Published: Katchen, N7, vol.2, p.417, no.K936.

The goddess standing, looking down as she holds a long-handled basket of flowers before her, the somewhat worn wood bearing a good patina.



18^{Y Φ} AN IVORY NETSUKE OF TOBOSAKU

By Hasegawa Ikko, Tsu, 19th century Signed *Ikko*. *4.8cm (1 7/8in) high.*

£1,000 - 1,200 JPY140,000 - 160,000 US\$1,300 - 1,600

象牙彫根付 東方朔 銘「一虎」 19世紀

Published: Katchen, N7, vol.2, 103, no.K812.

The *sennin* walking, holding a branch of peaches over his shoulder with one hand, his robe engraved with scattered flower heads, the well-toned ivory slightly worn. 19^{Y Φ} AN IVORY NETSUKE OF THE LANTERN GHOST OIWA Late 19th century Inscribed *Tomotada*. *4.5cm (1¾in) high.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 お岩 銘「友忠」 19世紀後期

Provenance: H. G. Beasley collection.

Published: Meinertzhagen, MCI, p.913, dated as early Meiji. Katchen, N7, vol.2, p.343, no.K953.

The design is taken from a woodblock print by Katsushika Hokusai (1760-1849) titled *Oiwa-san* from the series *Hyaku monogatari* (One Hundred Ghost Stories) published circa 1832-33.



20 A LARGE WOOD NETSUKE OF OKAME Late 18th century

Unsigned. 9cm (31/2in) wide.

£3,000 - 4,000 JPY410,000 - 540,000 US\$4,000 - 5,300

木彫根付 お亀 無銘 18世紀後期

Published: Katchen, N7, vol.2, p.417, no.K770.

Lying on her side, her head resting on one hand, her robe tied loosely at the waist and leaving her breasts uncovered, the slightly worn wood bearing a good patina.

This netsuke belongs to a group of related netsuke by a distinct but anonymous hand. Two such studies of pregnant or obese ugly women were illustrated and discussed in the catalogue of the 1994 Paris-Edo netsuke convention, nos.73 and 74. All are distinguished by hooded eye lids and exaggeratedly thick lips. See also lot 26 in the present catalogue.

21^{Y Φ} AN IVORY NETSUKE OF OKAME Early 19th century Unsigned. 5.7cm (2¼in) high.

£3,000 - 4,000 JPY410,000 - 540,000 US\$4,000 - 5,300

象牙彫根付 お亀 無銘 19世紀前期

Published: Katchen, N7, vol.2, p.333, no.K771.

The stout woman, naked to the waist, seated with one knee raised as she leans to one side and combs her long *sumi*-tinted hair, the slightly worn ivory bearing a fine patina.







22^{Y Φ} AN UNUSUAL IVORY NETSUKE OF AN ONI (DEMON) Early 19th century

Unsigned. 4.5cm (1¾in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 鬼 無銘 19世紀前期

Published: Katchen, N7, vol.2, p.333, no.K797.

The demon reclining, his head turned to the left and resting on one hand and his body covered by a mino (straw rain cape), possibly for disguise as, from the back, he assumes the silhouette of a recumbent animal, the ivory slightly worn and the pupils inlaid.

Another figure of an oni wearing a rain cape was displayed in the exhibition In a Nutshell, held by the Embassy of Japan, London, 2013, illustrated in the catalogue, Bandini, IAN, p.25, no.18.

23 A WOOD NETSUKE OF AN ONI (DEMON) By Ikko/Kazuyuki, Nagoya, 19th century Signed Ikko/Kazuyuki. 3.2cm (11/4in) wide.

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

木彫根付 節分の鬼 銘「一行」 19世紀

Published: Katchen, N7, vol.2, p.61, no.K792 (the second character in the signature transcribed erroneously).

The oni crouched beneath a broad straw hat as beans are thrown to exorcise him at the Setsubun ceremony which takes place each year on the third day of the second month.







24 A POWERFULLY RENDERED WOOD NETSUKE OF AN ONI (DEMON) Late 18th century

Unsigned. 4.5cm (1¾in) high.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 鬼 無銘 18世紀後期

Published: Katchen, N7, vol.2, p.415, no.K788.

Seated, bearing a grim expression, one hand at the left side and the other across its chest, forming the *himotoshi*, the wood slightly worn and bearing a good patina.

A very similar figure of an *oni* is illustrated in Earle, NFR, no.113.

25^{Y Φ} AN IVORY NETSUKE OF A MERMAID By Shuryo, early 19th century Signed in an oval reserve *Shuryo*. 4.2cm (1 5/8in) wide.

£3,000 - 3,500 JPY410,000 - 470,000 US\$4,000 - 4,700

象牙彫根付 人魚 銘「周良」 19世紀前期

Provenance: Janek Kahn collection, sold at Sotheby's, London, 14 June 1965, lot 190.

Published: Katchen, N7, vol.2, p.251, no.K738.

The girl-fish resting with her head turned to the left and her tail drawn forward as she holds a *tama* (jewel) with both hands to the side, the slightly worn ivory bearing a good patina.

For an almost identical example, signed *Issai*, see Davey, MTH, p.268, no.823.





26

A LARGE WOOD NETSUKE OF A MERMAID

By Jusei, 19th century Signed Jusei. 8cm (3 1/8in) wide.

£3,000 - 4,000 JPY410,000 - 540,000 US\$4,000 - 5,300

木彫根付 人魚 銘「壽生」 19世紀

Provenance: Siegfried Bing collection. Charles Gillot collection. Marcel Lorber collection, sold at Sotheby's, London, 12 June 1986, lot 82.

Published: NKSJ, vol.6, no.3, Fall 1986, p.26 (saleroom report). Katchen, N7, vol.1, p.303, no.K947.

The large, somewhat overweight girl-fish reclining with her head turned to the right, holding a folded letter with one hand and picking her teeth with the other, the slightly worn wood bearing a good patina. See also note to lot 20. 27

A WOOD NETSUKE OF A MERMAID AND OCTOPUS By Suketada, Takayama, Hida Province, late 19th century Signed in an oval reserve *Suketada*. *4.5cm* (1%*in*) *wide*.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫根付 蛸と人魚 銘「亮忠」 19世紀後期

Provenance: purchased at Glendining & Co. Ltd., London, 1965.

Published: Katchen, N7, vol.2, p.133, no.K572.

The girl-fish seated, one hand to her head and a surprised expression on her face as the large amorous octopus presents a folded love-letter to her, the slightly worn wood of good tone and the eyes inlaid.







28 **A WOOD NETSUKE OF KITSUNE** By Masakazu, Nagoya, 19th century

Signed Masakazu. 3.2cm (1¼in) high.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 鼓を持つ狐 銘「正一」 19世紀

Provenance: Aoyama, Paris, 1965.

Published: Katchen, N7, vol.2, p.39, no.K397.

The fox seated, holding a partially wrapped *tsuzumi* (double-ended hand-drum), its legs folded beneath and forming the *himotoshi*.

29 **A WOOD NETSUKE OF A SLEEPING SHOJO** By Ikkan (1817-1893), Nagoya, 19th century

By Ikkan (1817-1893), Nagoya, 19th centur Signed in a rectangular reserve *Ikkan. 3.5cm (1 3/8in) high.*

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 猩々 銘「一貫」 19世紀

Published: Katchen, N7, vol.2, p.65, no.K744.

The *shojo* seated in a typical attitude, her head resting on her right hand as she sleeps off the effects of too much sake, her robe carved with clouds and formal designs.







Daily Life

30^{Y Φ} A LACQUERED WOOD NETSUKE OF AN ACTOR 19th century Unsigned. *4.8cm* (1 7/8in) high.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

象牙・木彫漆塗根付 狐面の役者 無銘 19世紀

Provenance: Fletcher collection, no.51. Louis Joseph, London.

Published: *The Connoisseur*, London, February, 1923. Katchen, N7, vol.2, p.431, no.K399.

In the role of a hunter disguised as a fox, kneeling and facing ahead with his hands resting on his lap, his robe and cowl of gold lacquer and his mask of inlaid ivory.

31^{Υ Φ} AN IVORY NETSUKE OF A BUTTERFLY DANCER By Eijitsu, Edo, late 19th century

Signed *Eijitsu* with a *kao*. *4.2cm (1 5/8in) high*.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 胡蝶舞人 銘「永實(花押)」 19世紀後期

Provenance: Lydia Severi collection, sold at Sotheby's, London, 29 November 1966, lot 44.

Published: Meinertzhagen, MCl, p.54. Katchen, N7, vol.1, p.283, no.K724.

The dancer wearing the typical butterfly wings over a belted robe engraved with scattered clouds, her headdress with a red-lacquered fore-crest.

Meinertzhagen opined that this was 'a delicately carved and somewhat pretty little piece, but superficial and characterless, likely made for a European curio collection, date 1880-90'.

32^{Y Φ} A WOOD AND IVORY NETSUKE OF AN ACTOR

By Hogyoku, Edo, 19th century Signed on a mother-of-pearl tablet *Hogyoku*. *3.2cm (11/in) high.*

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

木・象牙彫根付 狐面の役者 銘「法玉」 19世紀

Published: Katchen, N7, vol.1, p.273, no.K680.

In the role of a hunter imitating a fox, seating and leaning forward with his hands on his lap, wearing an ivory *kitsune* (fox) mask.





33^{Y Φ} AN IVORY NETSUKE OF A HUMAN SKELETON 19th century Unsigned. 5.1cm (2in) high.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 骸骨 無銘 19世紀

Provenance: Betty Jahss collection, sold at Sotheby's, London, 13 June 1991, lot 129.

Published: Luigi Bandini, *Learning at the Auction*, NKSJ, vol.11, no.3, Fall 1991, p.45. Katchen, N7, vol.2, p.335, no.K929.

Seated, facing ahead and with its hands resting on its drawn up knees, the rib cage completely pierced and the slightly worn ivory bearing a good patina.

For somewhat similar examples, see Bushell, NHUR, p.81, fig.64; and Ducros, NS, 1978, p.103.

34

A WOOD NETSUKE OF A KYOGEN ACTOR

By Matsuda Sukenaga (1800-1871), Takayama, Hida Province, 19th century Signed in an oval reserve *Sukenaga*. *3.8cm (11/2in) high.*

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 武悪 銘「亮長」 19世紀

Provenance: Spink & Son Ltd., London, 1976.

Published: Katchen, N7, vol.2, p.132, no.K728.

Buaku appears in various Kyogen (comic plays forming interludes between the more serious No dramas), playing the part of an archetypal demon.





35^{Υ Φ} AN IVORY OKIMONO NETSUKE OF A PEASANT WOMAN AND CHILD

By Kawamoto Shuraku, Edo, 19th century Signed Shuraku with round seal Kawamoto. 9.5cm (3¾in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 農婦と子供 銘「州良久」「川本(丸印)」 19世紀

Published: Katchen, N7, vol.1, p.271, no.K713.

The woman standing, smiling as she looks round at the small boy who clings to her back, while holding a teapot with one hand, their robes carved and engraved with flowerheads and diaper designs.

The signature is unusually engraved in three characters, Shu-ra-ku, the seal Kawamoto in a small reserve on the woman's shoulder. A similar signature is illustrated in Meinertzhagen, MCI, p.771, wrongly identified as Shukankyu.

AN EBONY NETSUKE OF A SOUTH SEA ISLANDER

36

By Gyokusen Tomochika, Kyoto, early 19th century Signed in a sunken rectangular reserve Tomochika. 9.5cm (3¾in) high.

£4,000 - 6,000 JPY540,000 - 810,000 US\$5,300 - 8,000

木彫根付 南海島人 銘「友近」 19世紀前期

Provenance: W. L. Behrens collection, no.3370. Albert Brockhaus collection by repute.

Published: Katchen, N7, vol.1, p.99, no.K923.

Standing, facing ahead, wearing a straw skirt and holding a mother-of-pearl fish with both hands to his chest, his eyes inlaid with pale and dark horn.



38

37 A LARGE LACQUERED NETSUKE OF GUAN YU

Late 18th/early 19th century Unsigned. 10.1cm (4in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫漆塗根付 関羽 無銘 18世紀後期/19世紀前期

Published: Katchen, N7, vol.2, p.439, no.K816.

The celebrated Chinese general Guandi (Guan Yu) standing in a dignified posture, holding his beard with one hand and his polearm with the other, his robe lacquered red over black in Negoro style and the other details lacquered gold and black.

38 **A WOOD NETSUKE OF AN ELEPHANT AND MAHOUT** By Miwa, Edo, early 19th century

Signed Miwa. 4.2cm (1 5/8in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 象と象使 銘「三輪」 19世紀前期

Provenance: W. L. Behrens collection, no.5231.Wellcome collection.Dr. H. A. Gunther collection, sold at Glendining & Co. Ltd., London, 1944.W. W. Winkworth collection.M. T. Hindson collection.

Published: Davey, MTH, p.98, no.274. Meinertzhagen, MCI, p.561. Katchen, N7, vol.1, p.237, no.K389.

The elephant standing, its head turned back to the right and its trunk lying flat along the side, the *mahout* (attendant) of foreign appearance seated on its back, holding a stick and scratching his head.







39^ΥΦ

A RARE IVORY NETSUKE OF A DUTCHMAN WITH A KIRIN Late 18th/early 19th century Unsigned. 5.5cm (2 3/16in) high.

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

象牙彫根付 阿蘭陀人と麒麟 無銘 18世紀後期/19世紀前期

Provenance: Herman Krupp collection, sold at Sotheby's, New York, 17 November 1987, lot 88.

Published: Katchen, N7, vol.2, p.321, no.K704.

The man sitting with a morose expression holding one raised knee whilst the kirin sits at his side, its head turned back and rearing over him, the ivory slightly worn and of a good colour.

Only a few netsuke depicting figures with mythological creatures are recorded.

40^{Y Φ} AN IVORY NETSUKE OF A TARTAR ARCHER 18th century Unsigned. 12cm (4¾in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 韃靼人射手 無銘 18世紀

Published: Katchen, N7, vol.2, p.325, no.K718.

Standing, his head lowered to the right as he holds his bow with one hand and with a quiver of arrows strapped to his back, the somewhat worn ivory bearing a good patina.







41 A VERY TALL WOOD NETSUKE OF A FOREIGNER 18th century

Unsigned. 15.5cm (6 1/8in) high.

£5,000 - 6,000 JPY680,000 - 810,000 US\$6,600 - 8,000

木彫根付 異国人 無銘 18世紀

Provenance: W. W. Winkworth collection.

Published: Katchen, N7, vol.2, p.399, no.K702.

The man standing, wearing a short buttoned coat over trousers, grimacing with pain as the monkey he holds with one hand pulls his ear, the wood somewhat worn and the eyes and coat buttons inlaid with horn.

42 A WOOD NETSUKE OF TWO YOUNG BOYS

Early/mid 19th century Unsigned. *4.8cm (1 7/8in) high.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 唐子 無銘 19世紀前期/中期

Published: Katchen, N7, vol.2, p.403, no.K687.

The boys laughing while playing, standing back to back and clasping hands, the slightly worn wood bearing a good patina.

43

A WOOD NETSUKE OF A BABY BOY

By Meikeisai Hojitsu, Edo, 19th century Signed *Hojitsu*. 5.1cm (2in) wide.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫根付 乳児 銘「法實」 19世紀

Provenance: Marcel Lorber collection, purchased at Sotheby's, London, 12 June 1986.

Published: Katchen, N7, vo.1, p.273, no.678.

The young child lying on his stomach, facing ahead and with his feet raised, wearing a short coat, with a ruff tied at the neck, over trousers.







44^{Υ Φ}

AN IVORY NETSUKE OF A SARU NINGYO (MONKEY DOLL)

Style of Hidemasa I, Osaka, early 19th century Unsigned. 5.1cm (2in) high.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 三番叟猿つるし人形 無銘 19世紀前期

Provenance: Marcel Lorber collection, sold at Sotheby's, London, 1986. Sydney L. Moss Ltd., London, 1996.

Published: Katchen, N7, vol.2, p.343, no.K977.

A hanging rag doll talisman of a monkey masquerading as a *sanbaso* dancer, wearing an *eboshi* (a stiff lacquered formal hat) and a coat engraved with scrolling foliage, its arms and legs joined at the front over a *suzu* (small bell), the well-toned ivory slightly worn.

45____

A RARE WOOD MASK OF BUAKU

By Tametaka, Nagoya, 18th century Signed *Tametaka*. *4.8cm (1 7/8in) wide*.

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

木彫面根付 武悪 銘「為隆」 18世紀

Provenance: J. O. Pelton collection.

Published: Meinertzhagen, MCI, p.857. Joly and Tomita, JAH, pp.43 and 82, no.100, pl.LXXXIX. Arlette Katchen, *Tametaka*, in Moss, EIN, pp.80-81, no.54. Katchen, N7, vol.2, p.71, no.K850.

Exhibited: Red Cross Exhibition, London, 1915.

The broad face with open mouth and straight teeth, the eyes open beneath a depressed forehead, the slightly worn wood bearing a good patina.

For the role of Buaku, please refer to lot 34 in the present catalogue.

46^{Υ Φ} AN UNUSUAL IVORY NETSUKE OF A MONEY POUCH By Koshu, Osaka, late 19th century

Signed Koshu with square seal Ju. 5.4cm (2 1/8in) high.

£700 - 800 JPY95,000 - 110,000 US\$930 - 1,100

象牙彫根付 小銭入 銘「公洲 壽(方印)」 19世紀後期

Published: Katchen, N7, p.199, no.K826.

The pouch of simulated leather folded over and with a coin emerging on either side, the ivory lightly stained.



The Zodiac Animals

47^{Υ Φ}

AN IVORY MANJU NETSUKE OF THE 12 ZODIAC ANIMALS

School of Kaigyokusai Masatsugu (1813-1892), Osaka, 19th century Inscribed in a rectangular reserve *Kaigyokusai Masatsugu*. *4.5cm (1%in) diam*.

£7,000 - 10,000 JPY950,000 - 1,400,000 US\$9,300 - 13,000

象牙彫饅頭根付 十二支 銘「懐玉斎正次」 19世紀

Published: Katchen, N7, vol.1, p.143, no.K344.

The *manju* of shallow form, each of the twelve animals of the East Asian zodiac finely rendered in unstained ivory, their eyes inlaid in amber.

Kaigyokusai and his followers made several similar *manju* which were obviously popular during his lifetime. Similar examples are illustrated in Davey, MTH, p.53, no.129; Goodall, BLACMA, p.85, fig.12; the exhibition catalogue, Bandini, IAN, p.59, no.107 and Earle, NFR, p.275, no.239. Although superficially similar, the compositions of these zodiac *manju* generally differ slightly.







48 A WOOD NETSUKE OF A RAT Probably Kyoto, late 18th century

Probably Kyoto, late 18th c Unsigned. 5.1cm (2in) wide.

£10,000 - 15,000 JPY1,400,000 - 2,000,000 US\$13,000 - 20,000

木彫根付 鼠 無銘 18世紀後期

Published: Katchen, N7, vol.2, p.367, no.268.

Seated, its back hunched and its head lowered, holding its tail around its body with its forepaws, its large ears drawn back for compactness, the slightly worn wood bearing a good patina and the large eyes inlaid.

The work shows some affinities with that of Masanao of Kyoto, particularly in the general form, the bold rendering of the body and the large ears. For a very similar ivory figure of a rat by Masanao, see the exhibition catalogue, Bandini, IAN, p.68, no.130.

49 A SMALL WOOD NETSUKE OF A MALE RAT

By Kokei, Kuwana, Ise Province, early 19th century Signed *Kokei*. *3.2cm (11/4in) wide.*

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 鼠 銘「虎渓」 19世紀前期

Published: Katchen, N7, vol.2, p.85, no.K281.

Seated, its back hunched and its head lowered as it nibbles at a fruit, its tail passing over the back and its hind legs drawn in for compactness and forming the *himotoshi*, the eyes inlaid.

The rat is surprisingly rare in the oeuvre of this prolific artist.





50^{Y Φ} AN IVORY NETSUKE OF TWO RATS By Kaigyokusai Masatsugu (1813-1892), Osaka, mid 19th century Signed *Kaigyokusai*. 4cm (1½in) wide.

£20,000 - 30,000 JPY2,700,000 - 4,100,000 US\$27,000 - 40,000

象牙彫根付 鼠二匹 銘「懐玉斎」19世紀中期

Published: Katchen, N7, vol.1, p.141, no.K269.

One of the rats recumbent, its head lowered as it chews on a nut, the other seated at the side, its forepaws resting on its companion's back, forming a compact composition in unstained ivory, one leg forming the *himotoshi*, the eyes inlaid with amber.

Although rats by Kaigyokusai are relatively common they are usually represented singly. For a very similar example of two rats by this master, see Jahss, IJLA, p.267, no.180.









51^{ΥΦ}

A SMALL IVORY NETSUKE OF A RAT

By Ran'ichi, Kyoto, 19th century Signed *Ran'ichi.* 3.2cm (1¼in) wide.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 鼠 銘「蘭一」 19世紀

Published: Katchen, N7, vol.1, p.65, no.K266.

The rodent seated, turning slightly to the left, its forepaws resting on Daikoku's mallet, the ivory slightly worn and the eyes inlaid.

For a similar figure of a rat with a candle by Ran'ichi, see Meinertzhagen, MCI, p.635.

52^{Y Φ} A SMALL IVORY NETSUKE OF THREE RATS

By Chikuyosai Tomochika, Edo, 19th century Signed in an oval reserve *Tomochika*. *3.5cm (1 3/8in) wide.*

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 鼠三匹 銘「友親」 19世紀

Provenance: Sydney L. Moss Ltd., London, 1958.

Published: Katchen, N7, vol.1, p.223, no.K264.

Forming a compact composition, the three rodents circling each other, their eyes inlaid and the signature cartouche forming the *himotoshi*.

Tomochika made a number of groups of rats generally with seven creatures. For example, see Meinertzhagen, MCI, p.889.

53^{Y Φ} AN IVORY NETSUKE OF A RECUMBENT OX

By Tomotada, Kyoto, late 18th century Signed in a rectangular reserve *Tomotada*. *7cm (2¾in) wide*.

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

象牙彫根付 雄牛 銘「友忠」 18世紀後期

Published: Katchen, N7, vol.1, p.53, no.K236.

The ox lying with its head turned to the left and a rope halter passing over its back, the well-toned ivory slightly worn and the pupils inlaid.







$_{54}{}^{\Psi \Phi}$ AN IVORY NETSUKE OF A RECUMBENT COW

By Okatomo, Kyoto, early 19th century Signed in a rectangular reserve Okatomo. 5.7cm (21/ain) wide.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 牛 銘「岡友」 19世紀前期

Published: Katchen, N7, vol.1, p.51, no.K239.

Lying with its head turned to the right and a rope halter passing over its back, the pupils inlaid.

55 A SMALL EBONY NETSUKE OF A RECUMBENT OX

By Tanaka Minko (1735-1816), Tsu, late 18th/early 19th century Signed *Minko* with a *kao*. *4.2cm (1 5/8in) wide.*

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 雄牛 銘「岷江(花押)」 18世紀後期/19世紀前期

Provenance: purchased at Sotheby's, London, 1964.

Published: Katchen, N7, vol.2, p.79, no.K249.

The ox lying with its head lowered to the left, its tail passing forward over the left flank and its legs drawn in, forming a compact composition, the eyes of brass with dark pupils.







56 AN UNUSUAL WOOD NETSUKE OF AN OX 18th century Unsigned. 6cm (2 3/8in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 雄牛 無銘 18世紀

Provenance: purchased in 1961.

Published: Katchen, N7, vol.2, p.353, no.K241.

Lying with its head turned to the left with a farmer's straw rain cape, hat and scythe tied across its back, the slightly worn wood bearing a good patina.

57 A RARE EBONY NETSUKE OF A RECUMBENT OX

By Tatekawa Kosai, Suwa, Shinano, late 19th century Signed in a rectangular reserve *Tatekawa Kosai*. *4.8cm (1 7/8in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫根付 雄牛 銘「立川工斎」 19世紀後期

Published: Katchen, N7, vol.2, p.207, no.K255.

Lying with its head raised and turned back to the left, its tail drawn forward, its legs folded in, one forming the *himotoshi*, the eyes inlaid.

The name Kosai is apparently unrecorded as a member of the Tatekawa family. The founder of the family, Tatekawa Takusai, lived in Suwa of Shinano Province (present-day Nagano Prefecture) in the mid-19th century and Kosai was probably a late member of the family, living during the Meiji era (1868-1912).





58^{Υ Φ} AN IVORY NETSUKE OF A TIGER By Okatomo, Kyoto, early 19th century Signed in a rectangular reserve *Okatomo*. *4.7cm (1 7/8in) wide*.

£20,000 - 25,000 JPY2,700,000 - 3,400,000 US\$27,000 - 33,000

象牙彫根付 虎 銘「岡友」 19世紀前期

Provenance: Joseph Seo, New York, 1963.

Published: Katchen, N7, vol.1, p.71, no.K289.

The tiger seated, its body twisted slightly to the right as it chews on a curled section of bamboo, its tail passing forward over the back, the well-toned ivory slightly worn and the pupils inlaid.

Although tigers are associated with bamboo, and other netsuke of tigers chewing on bamboo shoot are recorded, this appears to be the only recorded example of a tiger gnawing at a bamboo rhizome.



59^{Υ Φ} **A RARE IVORY NETSUKE OF A TIGER AND CUB** By Tomotada, Kyoto, late 18th century Signed in a rectangular reserve *Tomotada*.

6.6cm (2 5/8in) wide.

£10,000 - 15,000 JPY1,400,000 - 2,000,000 US\$13,000 - 20,000

象牙彫根付 川を渡る虎親子 銘「友忠」 18世紀後期

Provenance: purchased in 1953.

Published: Katchen, N7, vol.1, p.67, no.K286.

The tiger holding its cub in its jaws as it fords a river, powerfully swimming through turbulent water, the slightly worn ivory with a good patina, the pupils inlaid.









61

60 A WOOD NETSUKE OF A TIGER AND CUB

By Higuchi Shugetsu II, Edo, early 19th century Signed Shugetsu. 4.3cm (1 11/16in) wide.

£3,500 - 4,000 JPY470,000 - 540,000 US\$4,700 - 5,300

木彫根付 虎母子 銘「舟月」 19世紀前期

Provenance: W. L. Behrens collection, no.2739.B. Drake collection.W. W. Winkworth collection.M. T. Hindson collection.

Published: Davey, MTH, p.101, no.285. Meinertzhagen, MCI, p.763. Katchen, N7, vol.2, p.227, no.K299.

The parent seated, her head raised and suckling her cub which lies beneath her protective body.

Meinertzhagen stated, 'A finely carved, delicately modelled and attractive netsuke, tho' not of outstanding class; the free treatment of the stripes particularly effective. Date, ca.1800-1820'.

61 A WOOD NETSUKE OF A SEATED TIGER

By Tametaka, Nagoya, 18th century Signed in a raised oval reserve *Tametaka*. *4cm (1 9/16in) wide*.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$11,000 - 13,000

木彫根付 虎 銘「為隆」 18世紀

Provenance: purchased at Sotheby's, London, 1964.

Published: Arlette Katchen, *Tametaka*, in Moss, ElN, pp.76-77, no.48. Katchen, N7, vol.2, p.29, no.K300.

The tiger seated, its head turned back to the right and its tail curling forward over its back, the legs drawn in to form a compact composition in well-toned and slightly worn wood.

For somewhat similar examples, see Davey, MTH, p.187, no.561, also illustrated in Bandini, SON, p.71, no.93; and Lazarnick, NIA, p.1076.







62 A WOOD NETSUKE OF A TIGER By Tomokazu, Gifu, 19th century Signed in an oval reserve *Tomokazu*. *4cm (11/2in) wide*.

£5,000 - 6,000 JPY680,000 - 810,000 US\$6,600 - 8,000

木彫根付 虎 銘「友一」 19世紀

Published: Katchen, N7, vol.2, p.115, no.K310.

The tiger seated, its head lowered to the left to lick its tail which passes forward over the left flank, the wood lightly stained and the stripes depicted with black ink.

For very similar studies of tigers by Tomokazu, see the exhibition catalogue, Bandini, IAN, p.71, no.136; and Moss, ZBDC, p.32, no.32.

63^{Υ Φ} AN IVORY NETSUKE OF A TIGER After Tomokazu, Gifu, 19th century Inscribed in an oval reserve *Tomokazu*. *3.5cm* (1 3/8in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 虎 銘「友一」 19世紀

Published: Katchen, N7, vol.2, p.115, no.K309.

In a similar attitude to the preceding lot, the tiger licking its tail, the stripes carefully engraved in unstained ivory and the eyes of pale translucent horn with dark pupils.







64 A WOOD NETSUKE OF A TIGER

By Matsuda Sukenaga (1800-1871), Takayama, Hida Province, 19th century Signed in a rectangular reserve *Sukenaga*. *4.7cm (1 7/8in) wide.*

£3,000 - 4,000 JPY410,000 - 540,000 US\$4,000 - 5,300

木彫根付 虎 銘「亮長」 19世紀

Provenance: Joseph Seo, New York, 1963.

Published: Katchen, N7, vol.2, p.125, no.K316.

The tiger recumbent, its head raised as it scratches its neck with one hind paw, its forelegs crossed at the front and its tail trailing forward over the left flank, forming the *himotoshi*, the eyes inlaid.

65^{Y Φ} AN IVORY NETSUKE OF A TIGER Kansai district, early 19th century Unsigned. 5cm (2in) wide.

£3,000 - 4,000 JPY410,000 - 540,000 US\$4,000 - 5,300

象牙彫根付 虎 無銘 19世紀前期

Provenance: purchased at Sotheby's, London, 1961.

Published: Katchen, N7, vol.2, p.265, no.K295.

The tiger recumbent, its head turned to the right as it licks its foreleg and tail drawn forward over the back, the well-toned ivory slightly worn and the pupils inlaid.









66 **A WOOD NETSUKE OF A TIGER** By Shugasai, Tanba, 19th century

Signed in an oval reserve *Shugasai*. 4.5cm (1¾in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 虎 銘「集雅斎」 19世紀

Provenance: Weiser collection, purchased 1965.

Published: Katchen, N7, vol.2, p.165, no.K315.

Seated, its body twisted to the flank as it scratches with its hind paw, which is drawn forward to form the *himotoshi*, the slightly worn wood of a good tone and the eyes typically inlaid with pale translucent horn.

 $67^{\Psi \Phi}$ AN IVORY NETSUKE OF A TIGER

Early 19th century Unsigned. *4.8cm (1 7/8in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 虎 無銘 19世紀前期

Provenance: purchased at Sotheby's, London, 1996.

Published: Katchen, N7, vol.2, p.265, no.K964.

The tiger standing on an irregular base, its head turned to the left, its tail drawn forward over the back and one forepaw resting on a rock, the ivory slightly worn and the pupils inlaid.







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AN IVORY NETSUKE OF A HARE Early 19th century

Unsigned. 4.2cm (1 5/8in) high.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 兎 無銘 19世紀前期

Provenance: The Dolls' House, London, 1958.

Published: Katchen, N7, vol.2, p.273, no.K166.

Seated, its head raised and turned to the left, its ears folded back and its legs drawn in for compactness, the ivory bearing a good patina and the eyes inlaid.

69^{Υ Φ}

AN IVORY NETSUKE OF A HARE AND LEVERET 18th century

Unsigned. 5.1cm (2in) high.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 兎親子 無銘 18世紀

Published: Katchen, N7, vol.2, p.275, no.K167.

The parent seated, its head lowered to the right as it protectively rests one forepaw on its offspring, the somewhat worn ivory bearing a good patina and the eyes inlaid.

70 A WOOD NETSUKE OF A RABBIT

By Hogen Tadayoshi (c.1810-1870), Nagoya, 19th century Signed with illegible characters in a rectangular reserve. *4.2cm (1 5/8in) wide.*

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 大根に兎 銘「法眼忠義 (推定)」 19世紀

Provenance: Marianne Densmore, Paris.

Published: Katchen, N7, vol.2, p.25, no.177 (the illustration reversed).

The rabbit recumbent, its body twisted to the left as it holds a large *daikon* (forked radish) with one paw and scratches its ear with the other, the signature almost obliterated but probably reading *Hogen Tadayoshi* in *ukibori* characters.









71^{Υ Φ} **AN IVORY NETSUKE OF A HARE** By Okatori, Kyoto, early 19th century

Signed Okatori. 4.5cm (1¾in) wide.

£3,500 - 4,000 JPY470,000 - 540,000 US\$4,700 - 5,300

象牙彫根付 兎 銘「岡隹」 19世紀前期

Provenance: Eskenazi Ltd., London.

Published: Katchen, N7, vol.1, p.45, no.K164.

The hare seated, looking up with an alert expression, one fore paw resting on a bunch of *biwa* (loquat fruits) and foliage, one leg forming the *himotoshi*, the well-toned ivory slightly worn and the eyes inlaid.

72^{Y Φ} AN IVORY NETSUKE OF A HARE By Yoshinaga, Kyoto, early 19th century Signed in an oval reserve Yoshinaga. 5cm (2in) wide.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

象牙彫根付 兎 銘「吉長」 19世紀前期

Provenance: Marianne Densmore, Paris.

Published: Katchen, N7, vol.1, p.47, no.K162.

The hare seated, leaning forward with its head between its fore paws, forming a half-moon shape, its ears drawn back for compactness and one hind leg forming the *himotoshi*, the well-toned ivory slightly worn and the eyes inlaid.

42 | BONHAMS





73 **A WOOD NETSUKE OF A SEATED HARE** By Naito Toyomasa (1773-1856), Tanba, early 19th century Signed in a rounded rectangular reserve *Toyomasa*. *4.5cm (1%in) wide.*

£12,000 - 15,000 JPY1,600,000 - 2,000,000 US\$16,000 - 20,000

木彫根付 兎 銘「豊昌」 19世紀前期

Published: Katchen, N7, vol.2, p.167, no.K184.

The hare seated, facing ahead, its ears folded back and its legs drawn in for compactness, the hind legs forming the *himotoshi* and the eyes inlaid.

For similar examples, see Barbanson, FII, pp.56-57, pl.20 (sold in these rooms, 13 May 2013, lot 8) and Meinertzhagen, MCI, p.951.







74 AN ATTRACTIVE WOOD NETSUKE **OF A HARE**

By Masanao, Yamada, Ise, 19th century Signed Masanao. 3.8cm (11/2in) high.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 兎 銘「正直」 19世紀

Provenance: Kroch collection.

Published: Katchen, N7, vol.2, p.141, no.K175.

Seated, its head turned back to the right and its legs drawn in for compactness, one forming the himotoshi, the eyes inlaid with dark horn.

For a similar example, see Schmitz, Trumpf, pp.174-175, no.59.

75 A WOOD NETSUKE OF A SMOOTH DRAGON

Late 18th/early 19th century Unsigned. 4.2cm (1 5/8in) high.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 龍 無銘 18世紀後期/19世紀前期

Provenance: Sydney L. Moss Ltd., London, 1963.

Published: Katchen, N7, vol.2, p.357, no.K96.

Of unusual form, standing with its legs together, its back arched and its head resting on its feet, the slightly worn wood of a good tone.

76 A LARGE WOOD NETSUKE OF TWO SNAKES

By Shunzan, 19th century Signed Toshi nanajugosai Shunzan (Shunzan, aged 75). 7cm (2¾in) wide.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

木彫根付 大蛇二匹 銘「年七十五歳春山」 19世紀

Provenance: W. L. Behrens collection, no.1535.

Published: Meinertzhagen, MCI, p.784. Joly, WLB, pl.XXVI. Katchen, N7, vol.2, p233, no.K336.

The two large reptiles locked in combat around a jagged rock, one with its long tongue licking out, the wood lightly stained.







77^{Y Φ} AN IVORY NETSUKE OF A SNAKE Early 19th century Unsigned. 5.1cm (2in) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 蛇 無銘 19世紀前期

Provenance: Michael Tomkinson collection, sold at Glendining & Co. Ltd., London, 5-9 December 1921, lot 203, illustrated in the catalogue, pl.l. Meinertzhagen collection.

Published: Meinertzhagen, ANC, no.12. Joly and Tomita, JAH, p.43, no.105. Katchen, N7, vol.2, p.283, no.K323.

Exhibited: Red Cross Exhibition, London, 1915.

The reptile tightly coiled, its head resting at the top and part of its body forming the *himotoshi*, the ivory slightly worn and the eyes inlaid.

A netsuke of a snake, probably by the same hand and also from the Katchen collection, was illustrated in *Japanese Netsuke and Inro from Private Collections*, Eskenazi Ltd., 1976, no.2.

78 A WOOD NETSUKE OF A SNAKE 19th century

Unsigned. 4.2cm (1 5/8in) wide.

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

木彫根付 蛇 無銘 19世紀

Published: Katchen, N7, vol.2, p.375, no.K342.

Coiled in irregular loops with its head resting at the top and its eyes of mother-of-pearl with dark pupils.

79 A WOOD NETSUKE OF A SNAKE ON A PUMPKIN

By Yoshimasa, Nagoya, 19th century Signed with *ukibori* characters in a rectangular reserve *Yoshimasa*. *3.5cm (1 3/8in) wide.*

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 蛇と南瓜 銘「義正」 19世紀

Published: Katchen, N7, vol.2, p.31, no.K329, the signature misread as Shigemasa.

The snake winding through the fruit, its head resting at the top, the slightly worn wood bearing a fine patina.

A similar figure of two snakes in a pumpkin by Yoshimasa is illustrated with a line drawing in Meinertzhagen, MCI, p.986.







80^{Y Φ}
 AN IVORY NETSUKE OF A SNAKE AND SKULL
 By Masatoshi, Edo, 19th century
 Signed Masatoshi.
 3.5 cm (1 3/8in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 蛇と頭蓋骨 銘「正利」 19世紀

Published: Katchen, N7, vol.2, p.31, no.K965.

The snake winding through the eye sockets of the human skull, its head resting at the top with protruding tongue and part of its scaly body forming the *himotoshi*.

For a somewhat similar example by Masatoshi, see Davey, MTH, p.200, no.607.

81^{ΥΦ} AN IVORY NETSUKE OF A HORSE By Rantei, Kyoto, 19th century Signed in an oval reserve *Rantei*. *3.8cm (1½n) wide*.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 馬 銘「蘭亭」 19世紀

Provenance: Tom Evans collection, purchased in 1963.

Published: Katchen, N7, vol.1, p.59, no.K129.

The horse recumbent, its head turned back to the right and its legs drawn in for compactness, forming a compact composition in slightly worn and well-toned ivory, the eyes inlaid in pale horn with dark pupils.

For another example by Rantei, see Goodall, BLACMA, p.242, no.318.



82^{Y Φ} **A RARE IVORY NETSUKE OF A RECUMBENT HORSE** By Muneharu, Kyoto, 19th century

Signed in a rectangular reserve Muneharu. 4.7cm (1 7/8in) wide.

£6,000 - 8,000 JPY810,000 - 1,100,000 US\$8,000 - 11,000

象牙彫根付 馬 銘「宗春」 19世紀

Provenance: M. M. Hepworth collection. M. T. Hindson collection.

Published: Davey, MTH, p.84, no.226. Luigi Bandini, Values and Record Prices, Part II, JINCS, vol.5, no.3, December 1977, p.16. Katchen, N7, vol.1, p.61, no.K128.

The horse recumbent, its head turned back to the right as it licks its flank, the hind legs unusually looped and joined at the hooves to keep the inro cords in line, the ivory slightly worn and the pupils inlaid.



83 **A WOOD NETSUKE OF A RECUMBENT HORSE** By Ikkan (1817-1893), Nagoya, 19th century Signed in an oval reserve *Ikkan*.

4cm (1 9/16in) wide.

£7,000 - 10,000 JPY950,000 - 1,400,000 US\$9,300 - 13,000

木彫根付 馬 銘「一貫」 19世紀

Published: Katchen, N7, vol.2, p.27, no.K142.

Lying with its head turned back to the right, its legs drawn in for compactness and its tail passing forward over the right flank, to form the *himotoshi*, the wood slightly worn and the eyes of pale translucent horn with dark pupils.

For a very similar example by Ikkan, see Davey, MTH, p.196, no.593 and Meinertzhagen, MCI, p.215. Compare also with an ebony example, illustrated in *Japanese Netsuke, Ojime and Inro from the Marcel Dawson Collection*, Eskenazi Ltd., London, 1997, no.68.







84^{Y Φ} AN IVORY NETSUKE OF FOUR HORSES AND A FOAL By Tokosai, Edo, 19th century Signed in an oval reserve *Tokosai*.

4.5cm (1¾in) wide. £1,500 - 2,000

JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 馬五匹 銘「東光斎」 19世紀

Provenance: W. L. Behrens collection, no.1607. Martin collection, sold at Glendining & Co. Ltd., London, 30 June 1948. Sydney L. Moss Ltd., London, 1960.

Published: mentioned but not illustrated in Meinertzhagen, MCI, p.875. Meinertzhagen describes it as 'An attractive and finely carved little piece. Early 19th century. The signature incorrectly read by Joly (Joly, WLB) as Rakukosai'. Katchen, N7, vol.1, p.217, no.K136.

Clustered together, one standing on its hind legs, rearing over two others which recline on the low mound base, the well toned ivory slightly worn.

85 A WOOD NETSUKE OF A HORSE

By Tanaka Minko (1735-1816), Tsu, late 18th/early 19th century Signed *Minko* with *kao*. *4.2cm (1 5/8in) wide.*

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 馬 銘「岷江(花押)」 18世紀後期/19世紀前期

Provenance: Aoyama, Paris, 1968.

Published: Katchen, N7, vol.2, p.91, no.K137.

Described by Arlette Katchen as a mountain pony, lying with its head turned to the left, its legs drawn to form a compact composition and its eyes of brass with dark pupils.



86^{Υ Φ} AN IVORY NETSUKE OF A RECUMBENT HORSE Late 18th century Unsigned. *4.5cm (1%in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 馬 無銘 18世紀後期

Provenance: Sydney L. Moss Ltd., London, 1959.

Published: Katchen, N7, vol.2, p.271, no.K130.

Lying with its head turned back to the left with open mouth, its back arched and its legs folded in, forming a compact composition in slightly worn and well-toned ivory, the pupils inlaid. 87^{Y Φ} AN IVORY NETSUKE OF A HORSE Late 18th/early 19th century Unsigned. 5.7cm (21/4in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 馬 無銘 18世紀後期/19世紀前期

Provenance: Eskenazi Ltd., London.

Published: Katchen, N7, vol.2, p.271, no.K151.

Standing with its legs apart and its head lowered to the ground in a grazing attitude, the slightly worn ivory bearing a good patina and the pupils inlaid.

A somewhat similar example from the Adrienne Barbanson collection was sold in these rooms, 13 May 2013, lot 14.





88 **A WOOD NETSUKE OF A HORSE** Early 19th century Unsigned. 7cm (2¾in) high.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

木彫根付 馬 無銘 19世紀前期

Published: Katchen, N7, vol.2, p.363, no.K153.

Standing, its head raised and its hooves together, its tail passing forward over the right flank to form the *himotoshi*, the slightly worn wood bearing a good patina.

A very similar study of a horse, signed *Gessen*, was in the Michael Tomkinson collection, sold at Glendining & Co. Ltd., London, 24-28 April 1922, lot 1309, illustrated in the catalogue, pl.XXXIII.

89 **A WOOD NETSUKE OF A RECUMBENT HORSE** Late 18th/early 19th century Unsigned. *5.1cm (2in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 馬 無銘 18世紀後期/19世紀前期

Provenance: Weiser collection, purchased in 1965.

Published: Katchen, N7, vol.2, p.365, no.K132.

Lying with its head lowered and turned slightly to the right, its legs drawn in for compactness and its tail trailing forward over the right flank, the slightly worn wood bearing a good patina.



90^{Y Φ} **A RARE IVORY NETSUKE OF A HORSE AND GROOM** By Mitsuhide, Kyoto, late 18th/early 19th century Signed in an oval reserve *Mitsuhide*. *5.8cm (2 5/16in) high.*

£8,000 - 12,000 JPY1,100,000 - 1,600,000 US\$11,000 - 16,000

象牙彫根付 馬と馬丁 銘「光秀」 18世紀後期/19世紀前期

Provenance: Daniel Rouvière collection.

Published: Katchen, N7, vol.1, p.61, no.127.

The horse rearing up on its hind legs, a cloth, engraved with a diaper design, tied over its back, its head turned back to the groom who clutches the reins as he struggles to restrain it, the slightly worn ivory of good tone, the horse's pupils inlaid.







91^{ΥΦ}

AN IVORY NETSUKE OF A RECUMBENT GOAT AND KID

By Ranmei, Kyoto, early/mid 19th century Signed in a rectangular reserve *Ranmei*. *4.7cm (1 7/8in) wide*.

£3,000 - 3,500 JPY410,000 - 470,000 US\$4,000 - 4,700

象牙彫根付 山羊親子 銘「蘭明」 19世紀前期/中期

Provenance: purchased at Christies, London, 21 February 1966, lot 112b, property from an American museum.

Published: Katchen, N7, vol.1, p.55, no.K104.

The adult lying with its head turned to the right and protecting its young which snuggles into its side, forming a compact composition, the ivory lightly stained and the eyes of pale horn. 92

A WOOD NETSUKE OF A GOAT AND KID

By Hokyudo Itsumin, Edo, 19th century Signed in an oval reserve *Itsumin*. *3.8cm (1½n) wide*.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 山羊親子 銘「逸民」 19世紀

Published: Katchen, N7, vol.1, p.225, no.K109.

The adult resting, its head raised to the left while its offspring sits close to its parent's back for comfort, one leg forming the *himotoshi*.



93^{Y Φ} AN IVORY NETSUKE OF A GOAT By Mitsuharu, Kyoto, early 19th century Signed in an oval reserve *Mitsuharu*. 5.5cm (2 3/16in) high.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$11,000 - 13,000

象牙彫根付 山羊 銘「光春」 19世紀前期

Provenance: purchased in Berlin, 1959.

Published: Katchen, N7, vol.1, p.55, no.K99.

An unusual depiction, the goat with head lowered, standing on three legs, its body with a shaggy coat and its eyes inlaid.

For a figure of a goat in very similar style by Mitsuharu, *The Netsuke Collection of W. G. Bosshard*, Barry Davies Oriental Art, London, 1994, no.44. Compare also a figure of a horse by Mitsuharu in Meinertzhagen, MCI, p.532. Another figure of a horse in similar style but unsigned, from the Betty Jahss collection, was sold at Sotheby's, London, 13 June 1991, lot 17.



94^{Y Φ} AN IVORY NETSUKE OF A GOAT Kyoto, late 18th century Unsigned. 6cm (2 3/8in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 羊 無銘 18世紀後期

Provenance: Douglas J. K. Wright, London.

Published: Katchen, N7, vol.2, p.267, no.K101.

The goat recumbent, its head turned back to the right, its horns pressed back and its legs drawn in for compactness, the well-toned ivory slightly worn and the pupils inlaid.

95 **A WOOD NETSUKE OF A GOAT** Nagoya, 19th century Unsigned. *4.5cm (1¾in) wide .*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 山羊 無銘 19世紀

Published: Katchen, N7, vol.2, p.367, no.K121.

Lying with its head raised and turned to the left, its tail drawn forward and its legs folded beneath for compactness, the wood bearing a good patina and the eyes inlaid with pale translucent horn.

The work shows affinities with netsuke makers from Nagoya, working in the 19th century. For a goat and a *kirin* by Ikkan, in somewhat similar style, see Lazarnick, NIA, p.508.







96^{Y Φ} AN IVORY NETSUKE OF A MONKEY AND TORTOISE

By Okatori, Kyoto, early 19th century Signed in a rectangular reserve *Okatori*. *4.3cm (1 5/8in) wide*.

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

象牙彫根付 猿と亀 銘「岡隹」 19世紀前期

Provenance: Joseph Seo, New York, 1963.

Published: Ueda, NNK, no.47. Katchen, N7, vol.1, p.35, no.K194.

The monkey seated, attempting to tease the reptile out of its shell, the slightly worn ivory bearing a good patina, the pupils inlaid.

97

A WOOD NETSUKE OF A MONKEY AND CHILD

By Mitsuhide, Kyoto, late 18th/early 19th century Signed in an oval reserve *Mitsuhide*. *4cm (1 9/16in) high*.

£3,000 - 3,500 JPY410,000 - 470,000 US\$4,000 - 4,700

木彫根付 母子猿 銘「光秀」 18世紀後期/19世紀前期

Published: Katchen, N7, vol.1, p.37, no.K191.

The parent seated, grooming her offspring in a typically maternal fashion, one leg forming the *himotoshi*, the eyes of pale horn with dark pupils.

A similar figure of a monkey and young with a second child on its back by Mitsuhide is illustrated in Davey, MTH, p.82, no.220. Another is illustrated with a line drawing in Meinertzhagen, MCI, p.533, also illustrated in Schmitz, Trumpf, pp.126-127, no.34.





98^{Y Φ} AN IVORY NETSUKE OF A MONKEY AND YOUNG By Kaigyokusai Masatsugu (1813-1892), Osaka, mid 19th century Signed Kaigyokusai with seal Masatsugu. 4cm (1 9/16in) wide.

£20,000 - 30,000 JPY2,700,000 - 4,100,000 US\$27,000 - 40,000

象牙彫根付 親子猿 銘「懐玉斎 正次(方印)」 19世紀中期

Provenance: purchased in London, 1964.

Published: Katchen, N7, vol.1, p.135, no.K202.

The parent seated, grooming one of her offspring which crouches over her legs while another sits at her back, holding a branch of peaches and foliage, the ivory typically unstained, the eyes inlaid in amber with dark pupils.

This is a fine example of Kaigyokusai's later work, generally accepted as being the period when he produced his best work.

For a somewhat similar example by Kaigyokusai, see Bushell, NHUR, no.74.









99^{Y Φ} AN IVORY NETSUKE OF A MONKEY AND HARE By Ran'ichi, Kyoto, 19th century

Signed in an elliptical reserve *Ran'ichi*. 3.7*cm* (11/2*in*) *wide*.

£3,000 - 3,500 JPY410,000 - 470,000 US\$4,000 - 4,700

象牙彫根付 兎の蚤を取る猿 銘「蘭一」 19世紀

Published: Katchen, N7, vol.1, p.47, no.K170.

The monkey seated, delousing the large hare which rests with its eyes closed, as if enjoying the attention, one leg forming the *himotoshi*, the ivory lightly toned, the monkey's eyes inlaid.

100 **A WOOD NETSUKE OF A MONKEY** By Nanboku, Tanba, 19th century

Signed in an oval reserve Nanboku. 3.3cm (1 5/16in) wide.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

木彫根付 聞か猿 銘「南木」 19世紀

Provenance: W. L. Behrens collection, no.2757.J. A. Druce collection.M. T. Hindson collection.Emiel Veranneman collection.

Published: Davey, MTH, 242, no.733. Meinertzhagen, MCI, p.590. Katchen, N7, vol.2, p.163, no.K222.

The monkey seated curled in a ball and with its hands covering its ears, the slightly worn wood bearing a good patina and the eyes of pale translucent horn with dark pupils.







101^{Y Φ} **AN IVORY NETSUKE OF A MONKEY WITH TWO YOUNG** By Ikkosai Toun (1804-1876), Edo, 19th century Signed in an oval reserve *Ikkosai*. *4.2cm (1 5/8in) wide*.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 親子猿 銘「一光斎」 19世紀

Published: Katchen, N7, vol.1, p.213, no.K206.

The adult seated, grooming one of her sleeping offspring while the second tries to clamber onto her back, one leg forming the *himotoshi*, the ivory lightly stained, the eyes inlaid.

102^{Y Φ} AN IVORY NETSUKE OF A MONKEY AND YOUNG 18th century Unsigned. 7cm (2¾in) high.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 親子猿 無銘 18世紀

Provenance: W. W. Winkworth collection, purchased 1959.

Published: Katchen, N7, vol.2, p.277, no.K228.

Forming an unusual and amusing variation on the *sanbiki no saru* (three apes), the adult standing, facing ahead, holding one of its offspring on its shoulder, its hands over the child's mouth, while the child covers its parent's ear, another child standing at the front, its eyes covered by its parent, the slightly worn ivory with a fine patina.







103 A WOOD NETSUKE OF A MONKEY

Late 18th/early 19th century Unsigned. *4.2cm (1 5/8in) high.*

£600 - 700 JPY81,000 - 95,000 US\$800 - 930

木彫根付 猿 無銘 18世紀後期/ 19世紀前期

Published: Katchen, N7, vol.2, p.371, no.K208.

Seated, its head lowered as it prepares to eat a fruit held with both hands, one leg forming the *himotoshi*, the dark wood with some wear and the eyes and teeth inlaid with bone.

104

A WOOD NETSUKE OF THE HEAD OF A MONKEY

Early 19th century Unsigned. 6.6cm (2 5/8in) high.

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

木彫根付 猿 無銘 19世紀前期

Published: Katchen, N7, vol.2, p.372, no.K893.

Of flattened form, the face shown turned to the left, smiling, with inlaid pupils, the wood with a good patina.

105 A RARE WOOD NETSUKE OF THE HEAD OF A MONKEY 19th century Unsigned. 3.8cm (11/2in) high.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫根付 猿 無銘 19世紀

Provenance: Sydney L. Moss Ltd., London, 1965.

Published: Katchen, N7, vol.2, p.373, no.K233.

Naturalistically modelled in slightly worn wood, the lower jaw hinged and the pupils inlaid.

60 | BONHAMS







106^{Y Φ} AN IVORY NETSUKE OF A COCKEREL

By Okatori, Kyoto, early 19th century Signed Okatori. 3.8cm (11/2in) high.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 雄鶏 銘「岡隹」 19世紀前期

Published: Katchen, N7, vol.1, p.39, no.K24.

The bird standing on and pecking at two large millet heads with trailing leaves, one of which forms the *himotoshi*, the ivory slightly worn, the eyes inlaid.

107 A WOOD NETSUKE OF A COCK AND HEN

By Masatami, Nagoya, 19th century Signed Masatami to. 4.2cm (1 5/8in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 太鼓に双鶏 銘「正民刀」 19世紀

Provenance: Eskenazi Ltd., London, 1960.

Published: Katchen, N7, vol.2, p.13, no.K29.

The two birds resting, the cock with one wing spread, protecting the hen at his side, on a large drum with inlaid studs and carved with a dragon amid clouds beneath.



108^{ΥΦ} A SMALL IVORY NETSUKE OF A COCK AND HEN

By Kagetoshi, Kyoto, 19th century Signed in a raised rectangular reserve Kagetoshi. 3.8cm (11/2n) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 双鶏 銘「景利」 19世紀

Provenance: Sydney L. Moss Ltd., London, 1965.

Published: Katchen, N7, vol.1, p.39, no.K25.

The two birds delicately carved, standing side by side beneath an overhanging clump of chrysanthemums, the cock pecking at the ground while its mate stands with head erect, the eyes inlaid.



109^{Υ Φ} AN IVORY NETSUKE OF A HEN AND CHICK By Ikko, 19th century

Signed Ikko. 3.5cm (1 3/8in) wide.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

象牙彫根付 雌鶏と雛鳥 銘「一幸」 19世紀

Published: Katchen, N7, vol.2, p97, no.K490 (the second kanji mis-transcribed).

The two birds of differing size standing on an oval base, one pecking at the ground while the other sits at its side, the ivory slightly worn and the eyes inlaid.



110 A WOOD NETSUKE OF A COCKEREL Early/mid 19th century Unsigned. 3.8cm (11/2n) wide.

£700 - 1,000 JPY95,000 - 140,000 US\$930 - 1,300

木彫根付 雄鶏 無銘 19世紀前期/中期

Published: Katchen, N7, vol.2, p.351, no.K26.

Standing on and pecking at a tied bunch of radishes and large leaves, the well-toned wood slightly worn.

An ivory netsuke of a cockerel in a similar attitude, signed Shuosai, in the Victoria and Albert Museum, London, is illustrated in Hutt, JN, p.103, no.110.





111^{ΥΦ} **AN IVORY NETSUKE OF A SEATED DOG** By Masanao, Kyoto, late 18th century Signed in an elliptical reserve *Masanao*. *4.5cm (1%in) wide.*

£20,000 - 25,000 JPY2,700,000 - 3,400,000 US\$27,000 - 33,000

象牙彫根付 犬 銘「正直」 18世紀後期

Provenance: M. T. Hindson collection.

Published: Davey, MTH, p.63, no.157. Katchen, N7, vol.1, p.21, no.37.

An unusually chubby young dog, licking one hind paw which is drawn forward beneath to form the *himotoshi*, the well-toned ivory slightly worn, the pupils inlaid, the whole showing the strongly carved attributes for which Masanao is renowned.







112^{ΥΦ} **AN IVORY NETSUKE OF A SEATED DOG** By Shunzan, Kyoto, early 19th century Signed in a rectangular reserve *Shunzan*.

3.8cm (1½n) wide. £1,200 - 1,500

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 犬 銘「春山」 19世紀前期

Published: Katchen, N7, vol.1, p.21, no.K52.

The dog seated with its head turned back to the right, bearing an alert expression, and its forelegs outstretched, the slightly worn ivory with a good patina, the eyes inlaid.

Shunzan appears to have been a maker from Kyoto, working at the beginning of the 19th century, although very few examples of his work are recorded.

113^{Y Φ} AN IVORY NETSUKE OF A BITCH AND PUP By Mitsubaru, Kyoto, late 18th/early 19th centur

By Mitsuharu, Kyoto, late 18th/early 19th century Signed in an oval reserve *Mitsuharu*. *5.3cm (2 1/8in) high*.

£8,000 - 12,000 JPY1,100,000 - 1,600,000 US\$11,000 - 16,000

象牙彫根付 母犬と仔犬 銘「光春」 18世紀後期/19世紀前期

Provenance: purchased at Sotheby's, London, via Sydney L. Moss Ltd., 25 July 1967, lot 408.

Published: Katchen, N7, vol.1, p.19, no.K40.

The parent seated, twisting its body to scratch its flank while its pup sits at its side, the slightly worn ivory of a good tone and the pupils inlaid.

Mitsuharu is well known for his figures of *shishi* and other animals, generally imbued with good expression and a sense of movement, well depicted in the present example.





114 **A WOOD NETSUKE OF A DOG** By Hoshin, Kyoto, late 18th/early 19th century Signed in an oval reserve *Hoshin*. *4.5cm (1¾in) wide*.

£30,000 - 35,000 JPY4,100,000 - 4,700,000 US\$40,000 - 47,000

木彫根付 犬 銘「奉真」 18世紀後期/19世紀前期

Provenance: purchased at Hotel Drouot, Paris.

Published: Katchen, N7, vol.1, p.27, no.K54.

The dog standing on a *zabuton* (cushion) engraved beneath with clouds, one leg raised, its body twisted and its head turned to the left, snarling, the slightly worn wood bearing a fine patina and the eyes double inlaid.







115

115

A WOOD NETSUKE OF A PUP By Kokei, Kuwana, Ise Province, early 19th century Signed Kokei. 4.4cm (1¾in) wide.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 草鞋に仔犬 銘「虎渓」 19世紀前期

Published: Katchen, N7, vol.2, p.81, no.K72.

The young dog playing with a discarded *waraji* (straw sandal), forming a compact composition, the well-toned wood slightly worn.

$116^{Y \Phi}$ AN IVORY NETSUKE OF A TOY DOG

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed *Mitsuhiro*. *3.2cm (11/4in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 玩具犬 銘「光廣」 19世紀

Provenance: Sydney L. Moss Ltd., London, 1963.

Published: Katchen, N7, p.123, no.K62.

The simple model standing, its head raised and facing ahead, a cloth engraved with *karakusa* on its back, the ivory typically stained and the eyes inlaid. 117 A SMALL WOOD NETSUKE OF A PUP

By Masakazu, Nagoya, 19th century Signed *Masakazu*. *3.2cm (1¼in) wide.*

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 仔犬 銘「正一」 19世紀

Published: Katchen, N7, vol.2, p.19, no.K75.

Seated, its head turned to the left, its forelegs outstretched and its hind legs drawn in, one forming the *himotoshi*.







118^{Y Φ} AN IVORY NETSUKE OF A PUP Kyoto, early 19th century Unsigned. *4.8cm (1 7/8in) wide.*

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 鮑に仔犬 無銘 19世紀前期

Provenance: purchased at Glendining & Co. Ltd., London, 1965.

Published: Katchen, N7, vol.2, p.285, no.K79.

The young dog standing over a large *awabi* (abalone) shell and biting a cord attached to its edge, one leg forming the *himotoshi*, the slightly worn ivory with a good patina, the pupils inlaid.

119^{ΥΦ} **AN IVORY NETSUKE OF A YAMA-INU (WILD MOUNTAIN DOG)** Late 18th century Unsigned. *5.4cm (2 1/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 山犬と男の首 無銘 18世紀後期

Provenance: S. Marchant & Son, London, 1958.

Published: Katchen, N7, vol.2, P.299, no.K469.

The ferocious animal seated, its body turned slightly to the left and its mouth open as it rests one forepaw on a severed human head with long trailing hair which forms the *himotoshi*, the ivory with a good patina, the pupils inlaid.

The *yama-inu* has often been mistaken for a *okami* (wolf), although Engelbert Kaempfer (*The History of Japan*, London, 1727, vol.1, p.128) found that the wolf was not indigenous to Japan while wild dogs were plentiful. The subject portrayed here is probably the large white dog of the rebel Yorozu who committed *seppuku* when vainly fighting the imperial guard of the emperor Sushun (587-592). His faithful dog then took his master's severed head in its mouth and deposited it on a tumulus, standing guard until it too died of hunger.

Engelbert Kaempfer (1651-1716) was a German traveller, naturalist and writer who made a grand tour of Russia, Persia, South-East Asia and Japan between 1683 and 1693 and was the chief source of knowledge about Japan throughout the 18th and early 19th centuries when the country was closed to foreigners. 120^{Y Φ} AN IVORY NETSUKE OF A SHAGGY DOG AND PUP

By Gechu, late 18th/early 19th century Signed Gechu. 6.5cm (21/2in) high.

Estimate upon request (refer department)

象牙彫根付 尨犬と仔犬 銘「牙虫」 18世紀後期/19世紀前期

Provenance: M. T. Hindson collection.

Published: *The Connoisseur*, London, November, 1965. Meinertzhagen, MCI, p.73. Davey, MTH, p.28, no.44. Katchen, N7, vol.1, p.125, no.K59.

This celebrated netsuke, upon which many attributions to Gechu are based, was sold at the last auction of the M. T. Hindson collection, on 23rd June 1969. It was the favourite netsuke of Julius Katchen and he was determined to purchase it for the collection. Sadly he died a few months before the sale and his widow, Arlette, bid for and bought it in his memory. Frederick Meinertzhagen remarks in his card index, 'Curious and grotesque figure of a Bitch with stylised treatment of the hair, sitting up and playing with her pup. The eyes of both gilt. The "himotoshi" openings on the animals' left side. Signed under the left leg *Gechu*. An outstandingly fine netsuke dating from well back in the 18th century, showing all the character, power and free treatment of the period. A somewhat comparable figure of a bitch and pup signed *Garaku* is in the V. and A. Museum and it maybe that there is significance in the fact that the first character *Ge* lacks a stroke, can be read as *ge* or *ga*'.

Gechu is a somewhat enigmatic carver of netsuke, in that little is known of him, including his residence. For many years he has been thought to have lived in Osaka, mainly based upon the similarity of his work to that of Risuke Garaku of that city. Recently it has been suggested by Alain Ducros that he may well have been domiciled in Satsuma Province on the island of Kyushu (Alain Ducros, *Satsuma Ivory Netsuke*, INSJ, vol.36, no.2, Summer 2016, pp.20-29).

The type of dog, un-named, is illustrated with a line drawing in the illustrated book by So Shiseki (1715-1786), *Kokon gaso* (Thicket of Ancient and Modern Pictures), 1770, vol.4, pp.14-15.



Reproduction taken from the *ehon* (illustrated book) titled *Kokon gaso* (A Thicket of Ancient and Modern Pictures) by So Shiseki (1715-1786).









121^{Y Φ} AN IVORY NETSUKE OF A GALLOPING WILD BOAR

By Okatomo, Kyoto, early 19th century Signed in a rectangular reserve Okatomo. 5.4cm (2 1/8in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 猪 銘「岡友」 19世紀前期

Provenance: previously sold at Glendining & Co. Ltd., London, May, 1937. Purchased at Hauswedell, Hamburg, 1961.

Published: Meinertzhagen, MCl, p.618. Katchen, N7, vol.1, p.29, no.K2.

The boar running with its head lowered and facing ahead, the body devoid of hairwork and the eyes inlaid.

122^{Y Φ} AN IVORY NETSUKE OF A RECUMBENT BOAR Early 19th century

Unsigned. 6cm (2 3/8in) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 猪 無銘 19世紀前期

Provenance: purchased at Hauswedell, Hamburg, 1962.

Published: Katchen, N7, vol.2, p.281, no.K6.

The wild boar lying with its mouth open and its body turned slightly to the right, its legs drawn in beneath and its pupils inlaid. 123^{Y Φ} AN IVORY NETSUKE OF A WILD BOAR AND YOUNG Late 18th century Unsigned. *4.8cm (1 7/8in) wide.*

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 猪親子 無銘 18世紀後期

Provenance: purchased at Hotel Drouot, Paris, 1968.

Published: Katchen, N7, vol.2, p.281, no.K1.

The adult recumbent on a bed of leaves and grasses while its offspring lies at its side, facing the rear, the well-toned ivory somewhat worn.

This was the first netsuke purchased by the Katchens, in Kyoto, when Julius was visiting Japan on a concert tour.







124 **A WOOD NETSUKE OF A RECUMBENT WILD BOAR** By Ikko, Nagoya, 19th century

Signed Ittan monjin Ikko. 4.2cm (1 5/8in) wide.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 猪 銘「一旦門人一江」 19世紀

Published: Katchen, N7, vol.2, p.17, no.K958.

The boar lying with its head raised and facing ahead, one hind leg forming the *himotoshi*. The signature states that this netsuke was made by Ikko, a pupil *monjin* (pupil) of Ittan.

125^{Y Φ} AN IVORY NETSUKE OF A BOAR School of Kaigyokusai, Osaka, 19th century Inscribed Kaigyokusai. 5cm (2in) wide.

£6,000 - 8,000 JPY810,000 - 1,100,000 US\$8,000 - 11,000

象牙彫根付 猪 銘「懐玉斎」 19世紀

Provenance: Bluth collection. Sydney L. Moss Ltd., London.

Published: Katchen, N7, vol.1, p.119, no.K8.

The boar typically lying asleep on a bed of leaves beside a rock, with grasses passing up over its back, the ivory lightly stained, the dew drops inlaid.

There are several very similar recorded examples of the model signed *Kaigyokusai*, although it is generally believed that many of them were produced by close followers. For other examples, see Lazarnick, NIA, p.561; Meinertzhagen, MCI, p.296; and Coullery, Baur, p.373, no.C1188.



Other Animals

126

A WOOD NETSUKE OF A CAT By Issen, early 19th century Signed in an oval reserve *Issen*.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

4.2cm (1 5/8) wide.

木彫根付 猫 銘「一川」 19世紀前期

Provenance: Joseph Seo, New York, 1964.

Published: Katchen, N7, vol.1, p.79, no.K364.

Lying asleep with its body curled to the left and its head resting on its forepaws, forming a compact composition in well-toned and slightly worn wood.



127

128

127^{Y Φ} A RARE LARGE IVORY NETSUKE OF A PIEBALD BOBTAIL CAT

Kyoto, early 19th century Unsigned. *6.5cm (2 9/16in) high.*

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

象牙彫根付 鼠を銜える斑猫 無銘 19世紀前期

Provenance: W. W. Winkworth collection.

Published: Katchen, N7, vol.2, p.291, no.K362.

Seated, its head turned to the right with a malevolent expression holding a large rat in its mouth, its body engraved with piebald patches and a collar thickly knotted around its neck, the slightly worn ivory with a good patina, the pupils inlaid.

128 A WOOD NETSUKE OF A CAT

By Masatoshi (Nakamura Tokisada 1915-2001), Tokyo, 20th century Signed *Masatoshi to. 4.5cm (1%in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫根付 魚を銜える猫 銘「雅俊刀」 20世紀

Provenance: Raymond Bushell and Frances collection, purchased 1965.

Published: Katchen, N7, vol.1, p.233, no.K368.

The cat standing over a coin, holding a large fish in its mouth, supported by its tail, one hind leg forming the *himotoshi* and the pupils inlaid.





129^{Υ Φ} **A RARE IVORY NETSUKE OF A GRAZING STAG** By Tomotada, Kyoto, late 18th century Signed in a rectangular reserve *Tomotada*. 8.3cm (3¼in) high.

£25,000 - 30,000 JPY3,400,000 - 4,100,000 US\$33,000 - 40,000

象牙彫根付 牡鹿 銘「友忠」 18世紀後期

Provenance: Henri T. Reiss collection, sold at Glendining & Co. Ltd., London, 1918.C. H. W. Mander collection, sold at Sotheby's, London, 12 February 1930, lot 44.Mrs A. M. Poulter collection.

Published: Meinertzhagen, MCl, p.914. Katchen, N7, vol.1, p.75, no.K376.

The stag standing with its head lowered to the left and its hooves together, forming a triangular composition in slightly worn and wellpatinated ivory.

It was Meinertzhagen's opinion that this is a fine old netsuke of quaint archaic type, but with a weak signature that is a later addition. This opinion is in question, as the wear on and around the signature reserve appears to be consistent.







130 A BOXWOOD NETSUKE OF A RECUMBENT STAG By Ransen, Kyoto, 19th century

Signed in an oval reserve Ransen. 3.8cm (11/2n) wide.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 鹿 銘「蘭川」 19世紀

Published: Katchen, N7, vol.1, p.77, no.K380.

The deer typically lying with its head turned back to the left with an alert expression and its legs drawn in, one forming the himotoshi, the wood lightly stained, the eyes inlaid.

For a similar example, see Bandini, SON, p.118, no.173.

131^{Υ Φ}

AN IVORY NETSUKE OF A RECUMBENT DEER

By Taguchi Garaku, Osaka, early 19th century Signed in an irregular reserve Taguchi. 4.5cm (1¾in) wide.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 鹿 銘「田口」 19世紀前期

Provenance: purchased at Glendining & Co. Ltd., London, 1962.

Published: Katchen, N7, vol.1, p.149, no.K382.

Resting with its head raised and turned back to the right with an alert expression, the ivory slightly worn and the eyes inlaid.

Taguchi Garaku is listed by Meinertzhagen as a successor to Risuke Garaku of Osaka, working in the early 19th century.



132





132^{Y Φ} AN IVORY NETSUKE OF A RECUMBENT DEER

By Taguchi Garaku, Osaka, early 19th century Signed in an irregular reserve *Taguchi*. *5.1cm (2in) wide*.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 鹿 銘「田口」 19世紀前期

Provenance: W. L. Behrens collection, no.2700.

Published: Katchen, N7, vol.1, p.149, no.K381.

The deer lying with its head turned back to the right, licking its haunch, its legs drawn in for compactness, the well-toned ivory slightly worn, the eyes inlaid.

133^{Y Φ} A RARE EARLY IVORY SEAL NETSUKE OF AN ELEPHANT 18th century

Unsigned. 11.7cm (4 5/8in).

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫印根付 象 無銘 18世紀

Published: Katchen, N7, vol.2, p.297, no.K391.

Of slender form, standing on a rounded rectangular base, its trunk raised and its tusks folded in to the sides for compactness, a seal carved beneath, the ivory somewhat worn with a fine patina. 134^{Y Φ} AN IVORY NETSUKE OF A BADGER SAKE SELLER Early 19th century Unsigned. 5.4cm (2 1/8in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 酒売狸 無銘 19世紀前期

Provenance: Eskenazi Ltd., London, 1988.

Published: Katchen, N7, vol.2, p.299, no.K426.

The badger, wearing a lotus leaf hat, standing, facing ahead, holding a leaf with one hand and a gourd flask with the other, the slightly worn ivory bearing a good patina and the eyes inlaid.

For a very similar example, evidently by the same hand, see Ducros, NAMM, p.121, fig.180.







135

A WOOD NETSUKE OF A DRUNKEN BADGER

By Ishida Hokusai, Tokyo, early 20th century Signed *Hokusai* with an inlaid seal *Ishi*. *3.8cm (11/2n) wide.*

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

木彫根付 徳利と狸 銘「北哉 石(方印)」 20世紀前期

Provenance: Sydney L. Moss Ltd., London, 1994.

Published: Lazarnick, NIA, p.484. Katchen, N7, vol.1, p.235, no.K903.

The badger lying over a loose-leaf book inscribed *Sake no kayoi* (Charge book of a sake shop), and clutching a large *tokkuri* (sake bottle) inscribed with the name of the brewer, *Roku*.

Ishida Hokusai, whose work is rarely seen, was a student of Ishikawa Komei of Tokyo, renowned for his *okimono* which he produced chiefly in ivory. Compare with a very similar example in Moss, ZBDC, no.69.

136

A WOOD NETSUKE OF AN ITACHI (WEASEL)

By Nishino Shoko (1915-1969), Tokyo, mid 20th century Signed Shoko. *4.5cm (1¾in) wide.*

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 鼬 銘「昇己」 20世紀中期

Provenance: M. T. Hindson collection.

Published: Davey, MTH, p.157, no.470. Katchen, N7, vol.1, p.245, no.K420.

Of graceful form, the weasel running, its head turned back to the left and its bushy tail, curled forward over its back, forming the *himotoshi*.









A RARE EBONY NETSUKE OF A BEAR

By Kagetoshi, Kyoto, 19th century Signed in a rectangular reserve Kagetoshi. 3.2cm (11/4in) wide.

£2.500 - 3.000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 熊 銘 [景利] 19世紀

Provenance: W. W. Winkworth collection. M. T. Hindson collection.

Published: Davey, MTH, p.86, no.234. Meinertzhagen, MCI, p.287. Katchen, N7, vol.1, p.79, no.K357.

The bear seated, its body twisted to the right as it scratches its chest with one hind paw, forming a compact composition, the pupils inlaid.

138

A BOXWOOD NETSUKE OF A GIANT PANDA

By Michael Webb (1934-2009), Yorkshire, England, circa 1980 Unsigned. 4.5cm (1¾in) high.

£1.500 - 2.500 JPY200,000 - 340,000 US\$2,000 - 3,300

木彫根付 パンダ 無銘 1980年頃

Published: Katchen, N7, vol.2, p.255, no.K363.

Seated, facing ahead and clutching several stems of bamboo and foliage to its chest, the wood stained for effect with the use of sumi for the darker patches in the fur, the eyes inlaid.

The artist carved at least two other giant pandas, published in Eskenazi catalogues of his work, Michael Webb Netsuke, 1978, no.6 and Japanese Netsuke from Private Collections and Michael Webb Netsuke, 1980, no.71.

Michael Webb was a director at Sotheby's London, who retired early to Yorkshire where he painted and made a number of netsuke, mainly of boxwood, featuring animals of Japan and the Western world.







139 A WOOD NETSUKE OF A BAT

By Horaku, Kyoto, 19th century Signed in a rounded rectangular reserve *Horaku*. *3.8cm (1½n) wide*.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 蝙蝠 銘「宝楽」 19世紀

Provenance: Raymond and Frances Bushell collection.

Published: Bushell, NHUR, no.168. Katchen, N7, vol.1, p.93, no.K475.

Resting with its wings spread, the slightly worn wood bearing a good patina and the small eyes inlaid.

140 **A RED-LACQUER NETSUKE OF A BAT** 19th century Unsigned. *4.8cm (1 7/8in) high.*

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫朱漆塗根付 蝙蝠 無銘 19世紀

Provenance: A. E. Tebbutt collection. M. T. Hindson collection.

Published: Davey, MTH, p.424, no.1266. Katchen, N7, vol.2, p.433, no.K478.

Resting with its wings drawn tightly in to its ovoid body, forming a compact composition.







Birds

141^{Y Φ}
AN IVORY NETSUKE OF A PARROT
19th century
Unsigned.
4.2cm (1 5/8in) high.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 鸚鵡 無銘 19世紀

Published: Katchen, N7, vol.2, p.305, no.K481.

The bird, turning slightly to the left, perched on a pine branch, part of which trails over its back, the slightly worn ivory of a good tone, the eyes inlaid.

A very similar example, almost certainly by the same hand was in the Frederick Meinrtzhagen collection, illustrated in Meinertzhagen, ANC, no.11. 142^{Y Φ} AN IVORY NETSUKE OF A LONG-TAILED FLYCATCHER Early 19th century Unsigned. 6cm (2 3/8in) high.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 三光鳥 無銘 19世紀前期

Provenance: W. W. Winkworth collection. M. T. Hindson collection.

Published: Davey, MTH, p.320, no.978. Katchen, N7, vol.2, p.301, no.K505.

Perched on the branch of an ancient pine stump and looking to the left, the well-toned ivory slightly worn and the eyes inlaid with dark amber.

The *sankocho* (paradise flycatcher, *(terpsiphone atrocaudata)*, is reputed to be Japan's most beautiful native bird.

143 A WOOD NETSUKE OF A FUKURA SUZUME (FORMALISED SPARROW)

By Sadakazu, 19th century Signed in an oval reserve Sadakazu. 4.2cm (1 5/8in) wide.

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

木彫根付 福良雀 銘「定一」 19世紀

Published: Katchen, N7, vol.2, p.45, no.K525.

The chubby bird of typical form, with short stubby wings and erect tail, its legs carved in low relief below, the slightly worn wood with a good patina, the eyes inlaid.



144^{Y Φ} **AN IVORY NETSUKE OF AN OWL** By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed *Mitsuhiro*. *4.3cm (1 11/16in) high.*

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

象牙彫根付 梟 銘「光廣」 19世紀

Published: Katchen, N7, vol.1, p.159, no.K510.

Sleeping as it perches, with wings tightly drawn in, on an ancient tree stump, its plumage at the back delicately engraved, the ivory typically stained.



145 **A WOOD NETSUKE OF AN OWL** Style of Ikkyu, 19th century

Inscribed in gold lacquer, *To'u.* 4.2cm (1 5/8in) high.

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

木彫根付 梟 銘「東雨」 19世紀

Published: Katchen, N7, vol.2, p.45, no.K511.

The bird perched on an ancient branch, its head turned to the left and leaves draped over its back, two small loose owlets appearing from holes in the tree to one side, the slightly worn wood bearing a good patina and the eyes inlaid.

The name *To'u* is a *go* (art name) used by the 18th-century swordfitting maker Yasuchika who is known to have made a few netsuke, although the present example is not at all in his style and the inscription is probably a later addition.

For a very similar example, signed *Toyomasa*, see Harris, HGBM, p.79, no.374.

146 A WOOD NETSUKE OF AN OSHIDORI (MANDARIN DUCK)

By Isshin, 19th century Signed in an oval reserve *Isshin*. *4.2cm (1 5/8in) wide*.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 鴨 銘「一心」 19世紀

Provenance: W. L. Behrens collection, illustrated pl.LXX (wrongly numbered 5421).

Published: Katchen, N7, vol.2, p.45, no.493.

The duck naturalistically carved in slightly worn and well-patinated wood, its head turned slightly to the left as it swims, its wings drawn in for compactness.

The maker $-\dot{\mathbf{b}}$ appears to be unrecorded.





147 A SMALL LACQUER NETSUKE OF AN AQUATIC BIRD

After Koma Kansai, 19th century Inscribed Kansai. 3.5cm (1 3/8in) wide.

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

木彫漆塗根付 水鳥 銘「寛哉」 19世紀

Published: Katchen, N7, vol.2, p.215, no.K528.

The bird at rest, its head lowered to its breast and its tail divided, its body of subdued nashiji lacquer and the tips of its wings lacquered black.

148 A LACQUER NETSUKE OF A PIGEON

By Josen, 19th century Signed Josen. 4.5cm (1¾in) wide.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫漆塗根付 鳩 銘「常川」 19世紀

Published: Katchen, N7, vol.2, p.215, no.K527.

Resting with its head raised and its wings drawn in, lacquered gold, the tips of the wings of black lacquer and the beak lacquered red.

149 A LACQUERED WOOD NETSUKE OF A CRANE 19th century Unsigned. 4.5cm (1¾in) wide.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫漆塗根付 鶴 無銘 19世紀

Published: Katchen, N7, vol.2, p.433, no.K487.

Resting with its long neck folded and its legs drawn in for compactness, its body lacquered red, its plumage partly lacquered gold.







150^{Υ Φ}

AN IVORY NETSUKE OF A CRANE By Mitsutsugu, Osaka, late 19th century Signed *Mitsutsugu*. *4.2cm (1 5/8in) high.*

£700 - 900 JPY95,000 - 120,000 US\$930 - 1,200

象牙彫根付 鶴 銘「光次」 19世紀後期

Published: Katchen, N7, vol.1, p.161, no.K485.

The bird standing beside an ancient plum tree bending to peck at morsels on a stem over a three-lobed base, the ivory lightly stained, the eyes inlaid.

151^{ΥΦ} AN IVORY NETSUKE OF A STYLISED CHIDORI (PLOVER) By Kagei Dosho (1828-1894), Izumo

and Osaka, late 19th century Signed *Dosho*. 5.1cm (2in) wide.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

象牙彫根付 千鳥 銘「道笑」 19世紀後期

Published: Katchen, N7, vol.1, p.163, no.K520.

The elegant model of simple design, the ivory lightly stained and the eyes inlaid with pale translucent horn with darker pupils.

For a very similar example signed *Dosho* with a *kao*, see Meinertzhagen, MCI, p.50. Meinertzhagen refers to the model as a *fukura chidori* (inflated plover) and opines that the example he illustrates is perhaps the work of a late pupil of Dosho.

152 A WOOD NETSUKE OF A MONKEY AND EAGLE

By Hokyudo Itsumin, Edo, 19th century Signed in an oval reserve *Itsumin*. *3.8cm (1½in) wide.*

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 鷲と猿 銘「逸民」 19世紀

Published: Katchen, N7, vol.1, p.215, no.K232.

The small monkey lying on its side, trying to repel the eagle which stands over it in a threatening manner, the wood with a good patina, the eyes inlaid.





Marine and Aquatic

153^{Ү Ф}

AN IVORY NETSUKE OF AQUATIC CREATURES

By Mitani Goho, Aki, early 19th century Signed *Geiyo Goho Mitani Kotsu sei* (made by Goho Mitani Kotsu of Geiyo [Aki Province]). *6cm (2 3/5in) wide.*

£4,000 - 6,000 JPY540,000 - 810,000 US\$5,300 - 8,000

象牙彫根付 海幸 銘「藝陽五鳳三谷公通制」 19世紀前期

Published: Katchen, N7, vol.2, p.181, no.K571.

An elaborate group of various shellfish including conch, clam and cowrie resting on an *awabi* (alabone) shell with a hermit crab emerging from a shell and an octopus sprawled at one end, its tentacles trailing over several shells.

Mitani Goho has during the last century been listed in Western books and catalogues as a native of Iwami, although he actually lived in the neighbouring province of Aki. He appeared to work in two distinct styles, one in which he carved boldly modelled studies of toads. It is this style of work which prompted students to believe that he was from Iwami, as the carving style and the prolific use of *ukibori* is somewhat similar to the netsuke produced there. The present style, of which several are recorded shows no affinities with the Iwami netsuke and these were probably produced at a different time during his life. For somewhat similar examples, see Davey, MTH, p.251, nos.773-5; Lazarnick, NIA, pp.414-415 and Meinertzhagen, MCI, pp.81-82.

154^{ΥΦ}

AN IVORY NETSUKE OF AN OCTOPUS ON A POT

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed in an irregular reserve *Mitsuhiro*. 6.3*cm* (21/*zin*) *high*.

£3,000 - 3,500 JPY410,000 - 470,000 US\$4,000 - 4,700

象牙彫根付 蛸壺に蛸 銘「光廣」 19世紀

Provenance: Frederick Meinertzhagen collection. W. W. Winkworth collection.

Published: Meinertzhagen, MCI, p.538. Joly and Tomita, JAH, p,42, no.64. Katchen, N7, vol.1, p.167, no.K565.

Exhibited: Red Cross Exhibition, London, 1915.

Of slender form, the octopus sprawled over the upturned pot, its tentacles trailing and three shellfish adhering to the sides, in typically stained ivory, the pupils inlaid.

In his card index, Meinertzhagen mentions that Kumasaku Tomita (one of the organisers of the the Red Cross exhibition) believed that the work was not by Mitsuhiro although he 'unhesitatingly selected it ...' However, in *Takarabukuro*, Mitsuhiro's own journal of his carvings, we find mention of two netsuke on the theme, nos.119 and 217. The former is described, 'Octopus Trap Pot. The design is of a long-tentacled octopus crawling over the pot. It must be remembered that the pot should have an *ishime* surface'. (see Mikoshiba, Misao (trans.), *Takarabukuro*, Chicago, Art Media Resources, 2001, nos.119 and 217).



The theme of an octopus on a ceramic octopus trap may also have taken inspiration from a famous haiku by Matsuo Basho (1644-1694): *Tako tsubo ya / hakanaki yume o / natsu no tsuki* (On an octopus trap / Dreaming momentary dreams / The summer moon!). Another version of this subject, a collaboration between Mitsuhiro and Kaigyokusai Masatsugu, is in the Victoria and Albert Museum (inv. no. A.55-1919).

155^{Y Φ}

AN IVORY NETSUKE OF AN OCTOPUS

By Hidari Issan, Iwashiro, 19th century Signed *Hidari Issan* with *kao*. *4.2cm (1 5/8in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 鮑に蛸 銘「左一山(花押)」 19世紀

Published: Katchen, N7, vol.2, p.195, no.K570.

The octopus sprawled with trailing tentacles on a large *awabi* (abalone) shell, the flesh of which naturalistically carved beneath, the ivory slightly worn, the eyes inlaid.

Issan's work is mainly in wood; Meinertzhagen mentions two ivory examples, unfortunately without stating their subject whilst Salomon Fuld in *Fuld's Netsuke and Ojime Index*, cites several more examples.

156

A WOOD NETSUKE OF AN OCTOPUS IN A POT

By Masatomo, 19th century Signed *Masatomo ko* (crafted by Masatomo). *4.5cm (1¾in) high.*

£3,000 - 5,000 JPY410,000 - 680,000 US\$4,000 - 6,600

木彫根付 蛸壺に蛸 銘「正友工」 19世紀

Published: Katchen, N7, vol.2, p.47, no.K567.

The octopus clambering out of the pot, its eyes inlaid and its tentacles trailing down, several shells inlaid in various materials adhering to the sides.

It is very likely that Masatomo was associated with lkkyu of Nagoya. A very similar example by the latter is illustrated in Meinertzhagen, MCl, p.228.







A WOOD NETSUKE OF AN OCTOPUS

By Bazan (c.1833-c.1897), Gifu and Tokyo, 19th century Signed with ukibori characters Bazan. 4.2cm (1 5/8in) wide.

£2,000 - 2,500 JPY270.000 - 340.000 US\$2,700 - 3,300

木彫根付 笹折と蛸 銘「馬山」 19世紀

Provenance: W. W. Winkworth collection. M. T. Hindson collection, purchased at Sotheby's, London, 1967.

Published: Davey, MTH, p.207, no.630. Katchen, N7, vol.2, p.47, no.K568.

The octopus struggling to escape from a rectangular package of fish formed by large folded leaves tightly tied with a cord, one writhing fish inlaid in mother-of-pearl on the top.

158^{Ү ф} AN AMUSING IVORY NETSUKE OF AN OCTOPUS

Style of Hidemasa, Osaka, mid 19th century Unsigned. 4.2cm (1 5/8in) high.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 酒を飲む蛸 無銘 19世紀中期

Provenance: Mme Mancuso, Paris, 1961.

Published: Katchen, N7, vol.2, p.307, no.K577.

The octopus seated in a human attitude, with a puzzled expression and wearing a robe engraved with scattered scrolls, holding a sake cup with one tentacle, another raised to its head, the eyes inlaid.



159^{Υ Φ} AN IVORY NETSUKE OF A CRAB By Ueda Kohosai (died c.1907), Osaka,

late 19th century Signed in an irregular reserve Kohosai. 4.8cm (1 7/8in) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 蟹 銘「公鳳斎」 19世紀後期

Provenance: previously purchased at Glendining & Co. Ltd., November 1936.

Published: Meinertzhagen, MCI, p.355. Katchen, N7, vol.1, p.169, no.K531.

The crab resting with its legs and pincers drawn to form a compact composition in lightly stained ivory, the eyes inlaid.

For a similar example by Kohosai, see Davey, MTH, p.38, no.75.







160^{Y Φ} AN IVORY NETSUKE OF FIVE CLAMS WITH INTERIOR CARVING

By Morino Genkosai (1807-1886), Izumi, 19th century Signed *Tobu sanjin Genkosai*. *4.8cm (1 7/8in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

象牙彫根付 蛤五匹 銘「東武山人玄黄斎」 19世紀

Provenance: M. T. Hindson collection.

Published: Davey, MTH, p.270, no.828. Katchen, N7, vol.2, p.203, no.K586.

The shells of differing size, two carved in relief, respectively, with an ox and deer, the largest clam carved inside with temple buildings in a rocky landscape amid swirling clouds.

161 A WOOD NETSUKE OF SHELLFISH

By Arima Tomonobu, Nagoya, 19th century Signed in a rectangular reserve *Tomonobu*. *4.5cm (1%in) wide*.

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

木彫根付 鮑 銘「友信」 19世紀

Published: Meinertzhagen, MCI, p.908, top left. Katchen, N7, vol.2, p.49, no.K579.

A living *awabi* (abalone) with two *hamaguri* (clams) resting on its shell, naturalistically carved in slightly worn and well-toned wood.

162^{Y Φ} AN INLAID IVORY NETSUKE OF FIVE CLAMS Early 19th century

Unsigned. 5.1cm (2in) wide.

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

象牙彫根付 貝五枚 無銘 19世紀前期

Provenance: Frederick Meinertzhagen collection. W. W. Winkworth collection.

Published: Meinertzhagen, ANC, no.136. Katchen, N7, vol.2, p.307, no.K583.

The five shellfish forming a compact composition, some with radiating lines inlaid with clear-lacquered tortoiseshell.







163 A WOOD NETSUKE OF TWO FUGU (PUFFER FISH)

By Sari, Iwashiro, early 19th century Signed in an oval reserve *Sari*. *4.2cm* (1 5/8in) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫根付 河豚 銘「左里」 19世紀前期

Published: Katchen, N7, vol.2, p.195, no.K543.

The two fish swimming in a circle, side by side, forming a compact composition in well-toned wood, their skin embellished with *ukibori* pimples.

Compare with similar examples in the M. T. Hindson collection, published in Davey, MTH, p.258, no.796, and in the J. H. Carré collection, published in Eskenazi catalogue, *Japanese Netsuke from the Carré Collection*, 1993, no.216.

164^{Ү ф}

AN IVORY NETSUKE OF A MINOGAME (HAIRY-TAILED TURTLE) Early 19th century

Unsigned. 5.4cm (2 1/8in) wide.

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

象牙彫根付 蓮葉に蓑亀 無銘 19世紀前期

Published: Katchen, N7, vol.2, p.291, no.K414.

The *minogame* walking over a large folded lotus leaf, its tail trailing at its back, the slightly worn ivory with a good patina, its eyes inlaid.

165

A WOOD NETSUKE OF A TURTLE

By Hogen Tadayoshi (c.1820-1870), Nagoya, 19th century Signed with *ukibori* characters in a double rectangular reserve *Owari no kuni no ju Tadayoshi* (Tadayoshi living in the Province of Owari). *4.2cm (1 5/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木彫根付 亀 銘「尾張国住忠義」 19世紀

Provenance: W. W. Winkworth collection. Frederick Meinertzhagen collection. M. T. Hindson collection.

Published: Davey, MTH, p.193, no.585. Meinertzhagen, MCI, p.841. Katchen, N7, vol.2, p.41, no.K461 (the image erroneously numbered K.462).

A fine compact depiction, the turtle almost entirely hidden within its shell.

In his card index, Meinertzhagen observes that this is a 'Beautifully carved piece of the high artistic quality characteristic of this craftsman'.





A WOOD NETSUKE OF FIVE DRIED HIMONO (SARDINES)

By Shozan, Edo/Tokyo, late 19th century Signed in an oval reserve *Shozan*. *4.8cm (1 7/8in) wide*.

£800 - 1,000 JPY110,000 - 140,000 US\$1,100 - 1,300

木彫根付 干物 銘「松山」 19世紀後期

Provenance: purchased at Lempertz, Cologne, 1966.

Published: Meinertzhagen, MCI, p.759. Katchen, N7, vol.1, p.253, no.K554 (the first character of the signature misread).

The five fish overlapping, forming an oval pierced *manju* in dark stained wood, the eyes of translucent mother-of-pearl over lacquer.

In his card index, Meinertzhagen opines that the netsuke is 'An extraordinary and fascinating piece of craftsmanship..., clever technique and eccentric character...in its peculiar way perfect, both as a netsuke and a work of art'. He further states that the work bears striking similarities to the netsuke of Hidari Ichizan (*sic*, should read *Hidari Issan*).

167

A WOOD NETSUKE OF A DRIED SALMON

Attributed to Tetsugen Kyusai (1879-1938), Osaka, early 20th century Unsigned. 14.2cm (5 5/8in) wide.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

木彫根付 鮭干物 無銘 20世紀前期

Provenance: Joseph Seo, New York, 1967.

Published: Katchen, N7, vol.1, p.165, no.K563.

The whole desiccated salmon lying on its side, its scaly body naturalistically carved and the *himotoshi* passing through the open mouth and one gill.

A somewhat similar example by Kyusai is illustrated in Lazarnick, NIA, p.695.





168 A LACQUERED WOOD NETSUKE OF A DESICCATED SALMON 18th century

Unsigned. 8.9cm (3½in) wide.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫漆塗根付 鮭干物 無銘 18世紀

Provenance: W. W. Winkworth collection, purchased in 1960.

Published: Katchen, N7, vol.2, p.437, no.K562.

The fish lying on its side, ready for the table, its open mouth with a line attached and part of its body sliced open, the skin of natural fish skin, the head of pale horn, the sliced area of mother-of-pearl, with bones visible beneath, and the back lacquered red and black in Negoro style.

Several similar examples are recorded, generally attributed to Ritsuo (Ogawa Haritsu, 1663-1747), including those illustrated in Davey, MTH, p.425, no.1268, Moss, EIN, no.30, subsequently sold as part of the Edward Wrangham collection in these rooms, 9 November 2010, lot 141.

Amphibians, Molluscs and Insects

169 **A WOOD NETSUKE OF A TREE FROG** By Arima Tomonobu, Nagoya, 19th century Signed in a rectangular reserve *Tomonobu*. *4.2cm (1 5/8in) wide.*

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫根付 蛙 銘「友信」 19世紀

Provenance: Marianne Densmore, Paris.

Published: Katchen, N7, vol.2, p.51, no.K619.

The frog facing ahead, its forelegs outstretched, ready to leap, its body carved with *ukibori* pimples, the slightly worn wood of a good tone.



170^{Υ Φ} **A RARE IVORY NETSUKE OF THE LIFE CYCLE OF FROGS** Late 19th century Unsigned. *4.2cm (1 5/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 蛙の変態 無銘 19世紀後期

Provenance: Bluth collection. Sydney L. Moss Ltd., London, 1968.

Published: Katchen, N7, vol.2, p.313, no.K611.

A highly inventive depiction of the complete life-cycle of frogs, showing a fully grown creature standing with three others which are almost completely developed, around a heap of spawn with tadpoles beneath, forming a compact composition in lightly stained ivory, the eyes inlaid.





171^{ΥΦ}

AN IVORY NETSUKE OF A SALAMANDER

By Ishikawa Rensai, Asakusa, Edo/Tokyo, late 19th century Signed in seal form Ren. 3.8cm (1½in) high.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 蓮にイモリ 銘「蓮」 19世紀後期

Provenance: purchased at Hotel Drouot, Paris.

Published: Katchen, N7, vol.1, p.261, no.K605.

The slender reptile climbing around a large worm-eaten lotus leaf, its veins carved in low relief, the ivory lightly stained.

172 A WOOD NETSUKE OF A SNAIL By Shoto, 19th century Signed Shoto.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

3.8cm (11/2n) wide.

木彫根付 蝸牛 銘「松濤」 19世紀

Published: Katchen, N7, vol.2, p.241, no.K637.

Emerging from its shell and folded back over the top, its optic tentacles extended and its fleshy body forming the himotoshi beneath.







173^{ΥΦ}

AN IVORY NETSUKE OF TWO SNAILS

By Kunihiro, Osaka, 19th century Signed in a rectangular reserve *Kunihiro*. *5.4cm (2 1/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 蝸牛二匹 銘「国廣」 19世紀

Published: Katchen, N7, vol.1, p.173, no.K627.

The two snails of differing size and intertwined, their optic tentacles extended and drawn in to form a compact composition in lightly stained ivory.

174^{Y Φ} AN IVORY NETSUKE OF A MOTH Late 19th century Unsigned. 4.8cm (1 7/8in) wide

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

象牙彫根付 蛾と繭 無銘 19世紀後期

Provenance: Sydney L. Moss Ltd., London, 1971.

Published: Katchen, N7, vol.2, p.311, no.K601.

Resting, with wings spread over three large cocoons on a large leaf, forming a compact composition in lightly stained ivory, the eyes inlaid.

Plants

175 A BOXWOOD NETSUKE OF THREE HYOTAN (DOUBLE GOURDS)

By Masanao, Yamada, Ise, 19th century Signed *Masanao*. *3.8cm (1½in) high.*

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫根付 瓢箪 銘「正直」 19世紀

Provenance: W. W. Winkworth collection, purchased in 1963.

Published: Katchen, N7, vol.2, p.151, no.K664.

Forming a compact composition, the gourds clustered together with leaves and tendrils carved in relief, the wood with good patina.







176^{Y Φ} AN IVORY NETSUKE OF A BAMBOO SHOOT

By Ueda Kohosai (died c.1907), Osaka, late 19th century Signed *Kohosai*. *6cm (2 3/8in) high.*

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 筍 銘「公鳳斎」 19世紀後期

Provenance: M. T. Hindson collection.

Published: Davey, MTH, p.37, no.72. Katchen, N7, vol.1, p.177, no.K650.

Naturalistically carved in typically stained ivory, the severed end beneath left unstained.

177 **A SMALL WOOD NETSUKE OF THREE BEANS AND A PEANUT** By Morita Soko (1879-1943), Tokyo, 20th century Signed Soko. 3.8cm (11/2n) wide.

£2,000 - 3,000 JPY270,000 - 410,000 US\$2,700 - 4,000

木彫根付 豆と落花生 銘「藻己」 20世紀

Published: Katchen, N7, vol.1, p.265, no.K647.

The three beans splitting open and overlapping the small naturalistically carved peanut which forms the *himotoshi*.







178^{Y Φ} AN IVORY NETSUKE OF A PEACH

By Ran'ichi, Kyoto, 19th century Signed in an elliptical reserve *Ran'ichi*. *3.5cm (1 3/8in) wide.*

£600 - 800 JPY81,000 - 110,000 US\$800 - 1,100

象牙彫根付 桃 銘「蘭一」 19世紀

Provenance: W. W. Winkworth collection, purchased in 1960. Purchased at Sotheby's, London, 28th October 1980.

Published: Katchen, N7, vol.1, p.97, no.670.

The fruit simply carved and with a large leaf attached to a short stalk which forms the *himotoshi*, the well-toned ivory slightly worn.

179^{Y Φ} AN IVORY NETSUKE OF A MAGNOLIA BLOSSOM

By Tetsugen Kyusaï (1879-1938), Osaka, early 20th century Signed *Kyusai*. 6.4*cm* (2½in) high.

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 木蓮 銘「汲哉」 20世紀前期

Provenance: Lila Perrry collection, purchased in 1965.

Published: Katchen, N7, vol.1, p.181, no.K639.

For a very similar example, signed *Tetsugen*, see Coullery, Baur, p.275, no.C814.

The half-open bloom realistically carved in lightly stained ivory, the stalk forming the *himotoshi* and a lacquered ladybird applied within.

180^{Y Φ} AN IVORY NETSUKE OF A BASKET OF CHERRY BLOSSOMS

By Kagetoshi, Kyoto, 19th century Signed in a rectangular reserve *Kagetoshi*. *4.2cm (1 5/8in) wide.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

象牙彫根付 篭に桜 銘「景利」 19世紀

Provenance: purchased at Sotheby's, London, 1996.

Published: Katchen, N7, vol.1, p.97, no.K966.

The deep openwork basket of oval form filled to overflowing with numerous cherry blossoms, carved in elaborate detail in unstained ivory.







181^{Y Φ} AN IVORY NETSUKE OF A PEONY BLOOM By Masamitsu, 19th century

Signed Masamitsu. 4.5cm (1¾in) wide.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫方位磁石付根付 菊 銘「正光」 19世紀

Provenance: Baron Matsuda collection. A. V. K. Murray collection. Eskenazi Ltd., London, 1990.

Published: Specialized Collecting from the A. V. K. Murray Collection, JINCS, vol.3, no.3, December 1975, pp.16 and 19, no.18. Katchen, N7, vol.2, p.243, no.K924.

The flower opening to reveal a small compass within, the petals carved in fine detail and a short stalk forming the *himotoshi*, the signature engraved with a distinctive flourish.

Mythological Beasts

182^{Υ Φ} **AN IVORY NETSUKE OF A SHISHI** By Okatomo, Kyoto, early 19th century Signed in a rectangular reserve *Okatomo*. *4.7cm (1 7/8in) wide*.

£6,000 - 8,000 JPY810,000 - 1,100,000 US\$8,000 - 11,000

象牙彫根付 玉取獅子 銘「岡友」 19世紀前期

Provenance: W. W. Winkworth collection. Von Schluben collection.

Published: illustrated with a drawing in Meinertzhagen, MCI, p.620. Katchen, N7, vol.1, p.85, no.K430.

The *shishi* turned slightly to the right, open-mouthed and with one forepaw resting on a pierced ball with a loose ball within, one hind leg forming the *himotoshi*, the lightly toned ivory slightly worn, the pupils inlaid.

For a very similar example, see Cohen, ISN, PI.IV, no.49 and Barry Davies Oriental Art, *The Robert S. Huthart Collection of Non-Iwami Netsuke*, London, 1998, p.115, no.87.









183^{Y Φ} AN IVORY NETSUKE OF A SHISHI

By Gyokuyosai, Edo, 19th century Signed in an oval reserve *Gyokuyosai*. *4.2cm (1 5/8in) wide*.

£1,200 - 1,500 JPY160,000 - 200,000 US\$1,600 - 2,000

象牙彫根付 獅子 銘「玉陽斎」 19世紀

Provenance: R. Aschberg collection. E. Mellin collection. Van Haeften collection, purchased at Christie's, London, 14 June 1989, lot 292.

Published: Katchen, N7, vo.1, p.241, no.K373.

The *shishi* standing, its head lowered as it gnaws the leaves of a peony, two blooms attached to a divided stalk which forms the *himotoshi*.

184^{Y Φ} AN IVORY NETSUKE OF A SHISHIMAI MASK

School of Tomotada, Kyoto, late 18th century Inscribed in a rectangular reserve *Tomotada*. *4.2cm (1 5/8in) wide*.

£2,500 - 3,000 JPY340,000 - 410,000 US\$3,300 - 4,000

象牙彫根付 獅子頭 銘「友忠」 18世紀後期

Published: Katchen, N7, vol.1, p.85, no.K428.

The boldly carved head with loose lower jaw and curly mane, the slightly worn ivory with a good patina, the eyes with gilt metal pupils.

For a somewhat similar example, see Davey, MTH, p.69, no.175.







185

A SMALL WOOD NETSUKE OF A RUNNING SHISHI

By Masahide, Tanba, 19th century Signed in an oval reserve *Masahide*. *5.1cm (2in) wide*.

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 獅子 銘「正秀」 19世紀

Provenance: purchased at Sotheby's, London.

Published: Katchen, N7, vol.2, p.171, no.K439.

Running fast with its forelegs drawn in and its hind legs outstretched, bearing a ferocious expression, with inlaid pale translucent horn eyes.

An almost identical example, from the Betty Jahss collection, was sold at Sotheby's, London, 13 June 1991, lot 101.

186 **A WOOD NETSUKE OF A SHISHI AND CUB** Late 18th/early 19th century Unsigned. *4.8cm (1 7/8in) wide.*

£800 - 1,200 JPY110,000 - 160,000 US\$1,100 - 1,600

木彫根付 獅子親子 無銘 18世紀後期/19世紀前期

Provenance: Marchant & Son, London, 1969.

Published: Katchen, N7, vol.2, p.379, no.K446.

The adult lying with her head turned to the left as her cub climbs onto her back, their legs drawn in, forming a compact composition, the wood slightly worn, the pupils inlaid.







187 **A LARGE AND RARE WOOD NETSUKE OF A BAKU** Late 18th/early 19th century Unsigned. 6.5cm (2 9/16in) wide.

£7,000 - 9,000 JPY950,000 - 1,200,000 US\$9,300 - 12,000

木彫根付 獏 無銘 18世紀後期/19世紀前期

Provenance: Sydney L. Moss Ltd., London, 1973.

Published: Katchen, N7, vol.2, p.381, no.K356.

Seated, its head turned to the left as it holds its trunk with one forepaw, its curled tail rising over its back and flames licking at its side, the slightly worn wood with a fine patina, the pupils inlaid.

188

A WOOD NETSUKE OF A KAPPA

By Suketada, Takayama, Hida Province, late 19th century Signed *Suketada*. *4.2cm (1 5/8in) wide.*

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫根付 蛤に河童 銘「亮忠」 19世紀後期

Published: Katchen, N7, vol.2, P.129, no.K404.

The *kappa* bearing an angry expression as he tries to extricate one trailing foot from the jaws of a giant clam, the wood of good tone, the eyes inlaid and the cord holes ringed with stained bone.



189^{Υ Φ}

A WOOD AND IVORY NETSUKE OF A KAPPA

By Chikusai, Hamadera (near Osaka), late 19th century Signed on an inlaid tablet *Chikusai*. *3.8cm (1½in) high.*

£1,500 - 2,000 JPY200,000 - 270,000 US\$2,000 - 2,700

木・象牙彫根付 河童 銘「竹斎」 19世紀後期

Published: Katchen, N7, vol.1, p.239, no.K402.

The *kappa* seated at a low table, cutting a cucumber, its turtle-like carapace and the cavity on its head applied in ivory.

190^{Ү Ф}

A WOOD NETSUKE OF A HATCHING TENGU

After Tanaka Minko, Tsu, early 19th century Inscribed *Minko* with *kao*. *4.2cm (1 5/8in) wide.*

£1,000 - 1,500 JPY140,000 - 200,000 US\$1,300 - 2,000

木彫根付 天狗の卵 銘「岷江(花押)」 19世紀前期

Provenance: Marcus Huish collection. H. Seymour Trower collection, no.232. Mrs Capel-Dunn collection.

Published: Meinertzhagen, MCI, p.509. Joly and Tomita, JAH, p.45, no.44, pl.XLVIII. Katchen, N7, vol.2, p.95, no.K451.

Exhibited: Red Cross Exhibition, London, 1915.

Exerting great pressure as it levers itself out of its egg, its wings partly formed and its beak later replaced with ivory.

Meinertzhagen states, '18th century. A finely carved little piece and a quite exceptional spirited netsuke. But it does not possess the powerfully inspired character which marks Minko's authentic work'.







A RARE WOOD NETSUKE OF A HATCHING TENGU

By Kano Tomokazu, Gifu, early 19th century Signed in a rectangular reserve *Gifu Tomokazu*. *4.3cm (1 3/4in) high*.

£4,000 - 5,000 JPY540,000 - 680,000 US\$5,300 - 6,600

木彫根付 天狗の卵 銘「岐阜友一」 19世紀前期

Published: Katchen, N7, vol.2, p.119, no.K453.

The young creature in a foetal position, visible through a jagged hole in the broken egg, which bears a lightly stippled surface, the wellpatinated boxwood slightly worn.

The signature, unusually including the artist's place of birth and placed in a rectangular reserve, is boldly engraved and is probably that of Tomokazu II.

192

AN OPENWORK WOOD MANJU NETSUKE OF A HO-O (PHOENIX) BIRD

By Toyokazu, Sasayama, Tanba Province, 19th century Signed *Toyokazu*. *4.5cm* (1%*in*) wide.

£2,000 - 2,500 JPY270,000 - 340,000 US\$2,700 - 3,300

木彫柳左根付 鳳凰 銘「豊一」 19世紀

Published: Meinertzhagen, MCl, p.947. Katchen, N7, vol.2, p.173, no.K502.

The bird with open beak, curled in a circle with openwork tail feathers and with three *kiri* (paulownia) leaves at the back, the wood typically stained, the one visible eye inlaid with pale translucent horn.

Meinertzhagen opined that this is 'A fine and characteristic example of the work of this pupil of Toyomasa, technically and artistically hardly inferior to the work of the master but lacking the peculiar character and charm of the latter's work'.

SIGNATURE INDEX







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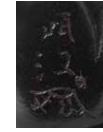




























































































































































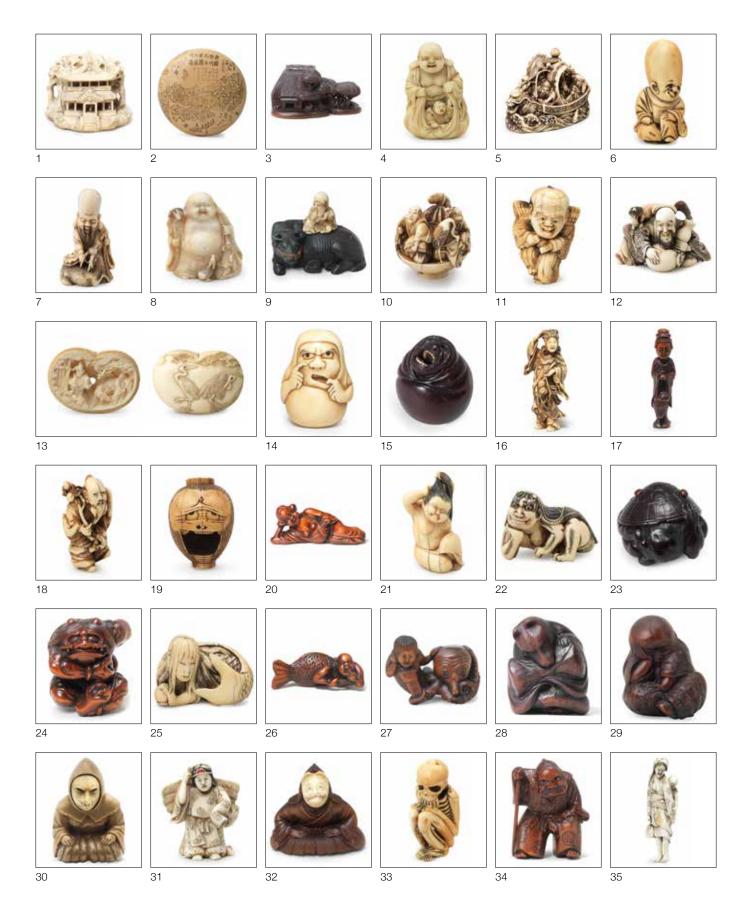








NETSUKE INDEX

























































































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FINE JAPANESE ART

Thursday 10 November 2016 at 1pm New Bond Street, London Left A GOLD-LACQUER SHIBAYAMA-INLAID THREE-CASE INRO By Meiseki, Meiji era (1868-1912) £8,000 - 10,000

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PREVIEWS

5 - 9 November















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<u>オークションご参加方法</u>



1. ご登録

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

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

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

2. 情報入手

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3. オークション

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

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

4. 落札

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

5. お支払

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

6. お引渡し

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

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, 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 Buvers 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 l ot 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 Buver.

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 *Satimate* 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 I ots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any I of for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the *l ot* 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 £100,000 of the *Hammer Price* 20% from £100,001 to £2,000,000 of the *Hammer Price* 12% from £2,000,001 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 to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

Hammer Price	Percentage amoun
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 Buver'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

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/exportcontrols/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 *Saller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

· "Bill Brandt": in our opinion a work by the artist

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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.

SELLER'S UNDERTAKINGS

2

- 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;
 6.1
- 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 I of 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*.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

RISK, PROPERTY AND TITLE

4.2

5

- 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.

PAYMENT

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

COLLECTION OF THE LOT

- 7.1 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

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

THE SELLER'S LIABILITY

9

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

10 MISCELLANEOUS

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

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

GOVERNING LAW

11

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

PAYMENT

3

31

- 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 [^{AR}], 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.
 - 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*.

COLLECTION OF THE LOT

37

4

- 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.

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 Ω 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*.

4.4

- 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.

STORING THE LOT

5

6

6.1

6.2

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.

RESPONSIBILITY FOR THE LOT

- 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.
 - You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.3

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

MISCELLANEOUS

12

- 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.

GOVERNING LAW

13

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

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at a uction 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.

In a contract of sale, other than one to which subsection
 (3) below applies, there is also an implied term that-

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

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Registration and Bidding Form

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



Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and at the Sale will be regulated by these Condition You should read the Conditions in conjunction the Sale Information relating to this Sale whic out the charges payable by you on the purcha you make and other terms relating to bidding buying at the Sale. You should ask any question have about the Conditions before signing this These Conditions also contain certain undertain by bidders and buyers and limit Bonhams' liab bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit ca issued by a UK bank. All other debit cards and all cred are subject to a 2% surcharge on the total invoice pri

Notice to Bidders.

Clients are requested to provide photographic pro ID - passport, driving licence, ID card, together wit of address - utility bill, bank or credit card stateme etc. Corporate clients should also provide a copy o articles of association / company registration docu together with a letter authorising the individual to the company's behalf. Failure to provide this may your bids not being processed. For higher value lot may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

Sale title:	The Julius and Arlette Katchen Collection of Fine Netsuke: Part I	Sale date: 8 November 2016
Sale no.	23948	Sale venue: New Bond Street
prior to the for further in	ot attending the sale in person, please provide details of sale. Bids will be rounded down to the nearest incremer nformation relating to Bonhams executing telephone, or o execute these bids on your behalf but will not be liable	nt. Please refer to the Notice to Bidders in the catalogue nline or absentee bids on your behalf. Bonhams will
£10 - 200 . £200 - 500 £500 - 1,00 £1,000 - 2, £2,000 - 5, £5,000 - 10	by 20 / 50 / 80s £20,0 .00by 50s £50,0 .00by 100s £100	000 - 20,000by 1,000s 000 - 50,000by 2,000 / 5,000 / 8,000s 000 - 100,000by 5,000s ,000 - 200,000by 10,000s e £200,000at the auctioneer's discretion
Customer	Number	Title
First Name		Last Name
Company i	name (to be invoiced if applicable)	1
Address		
City		County / State
Post / Zip c	ode	Country
Telephone	mobile	Telephone daytime
Telephone	evening	Fax
Preferred n	umber(s) in order for Telephone Bidding (inc. count	ry code)
E-mail (in ca	pitals)	
By providing y concerning Bc	our email address above, you authorise Bonhams to send to this a onhams. Bonhams does not sell or trade email addresses.	address information relating to Sales, marketing material and ne
-	ering to bid as a private buyer	I am registering to bid as a trade buyer
If registered	for VAT in the EU please enter your registration here:	Please tick if you have registered with us before
anco not	e that all telephone calls are recorded	

Please note that all telephone calls are recorded.

Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid*
	Lot no.	Lot no. Brief description Image: Constraint of the section of the se	Lot no.Brief descriptionMAX bid in GBP (excluding premium & VAT)Image: Constraint of the second seco

FOR WINE SALES ONLY				
Please leave lots "available under bond" in bond 🔲 I will collect from Park Royal or bonded warehouse 📄 Please include delivery charges (minimum charge of £20 + VAT)				
BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND				

Date:

BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your	signature	•

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

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

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

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