# FINE JEWELLERY Sunday 4 December 2016



# Bonhams

LONDON



# **FINE JEWELLERY**









A LAPIS LAZULI, ONYX, EMERALD, SAPPHIRE AND DIAMOND 'PANTHÈRE' **BROOCH, BY CARTIER, CIRCA 1995** 

AN ART DECO EMERALD SINGLE-STONE RING, CIRCA 1920

A DIAMOND SINGLE-**STONE RING** 

A TOPAZ AND DIAMOND CROSS PENDANT, CIRCA 1830

118

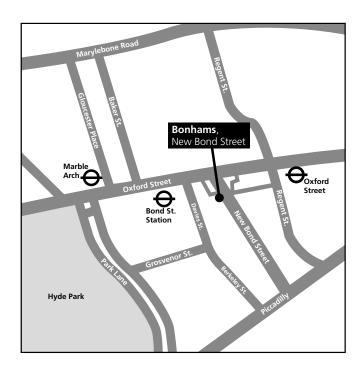
AN ART DECO EMERALD AND DIAMOND BRACELET, **BY CARTIER, CIRCA 1935** 

A SAPPHIRE SINGLE-**STONE RING** 





# SALE INFORMATION



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#### **ILLUSTRATIONS**

Front cover: Lot 121 Back cover: Lot 120 Inside front cover: Lot 119 Inside back cover: Lot 111

### SALE NUMBER

23403

#### CATALOGUE

£20.00

#### IMPORTANT INFORMATION

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

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

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## A PAIR OF DIAMOND FLOWER EARCLIPS, BY VAN CLEEF & ARPELS, CIRCA 1960

Each designed as a single bloom, set throughout with brilliant-cut diamonds, diamonds approximately 7.50 carats total, signed Van Cleef & Arpels, Van Cleef maker's mark, numbered 97334, French assay marks, length 3.0cm

£12,000 - 15,000 US\$15,000 - 18,000

## A DIAMOND ROSE BROOCH, CIRCA 1965

The unfurling bloom and curling leaf pavé-set throughout with brilliant and single-cut diamonds, the stem with baguette-cut diamonds, diamonds approximately 8.00 carats total, length 6.3cm

£8,000 - 10,000 US\$9,700 - 12,000







### A RUBY AND DIAMOND RING, CIRCA 1975

Set to the centre with an oval cabochon ruby, weighing 9.03 carats, within a tiered surround of brilliant-cut diamonds, the shoulders set with smaller brilliant-cut diamonds, diamonds approximately 5.80 carats total, ring size J-K

£15,000 - 20,000 US\$18,000 - 24,000

#### A PAIR OF RUBY AND DIAMOND CLIPS, BY VAN CLEEF & **ARPELS, CIRCA 1955**

Each designed as a foliate cluster of horizontal and twisted wirework 'threads' decorated with circular-cut rubies and brilliant-cut diamonds, diamonds approximately 2.40 carats total, may be worn as both earclips and dress clips, signed VCA, numbered 86289, workshop marks, French assay marks, length 2.9cm

£10,000 - 15,000 US\$12,000 - 18,000

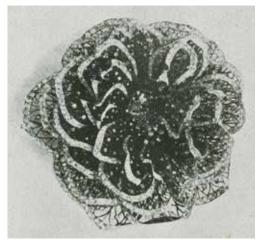
## A DIAMOND BRACELET, CIRCA 1960

Composed of integral brilliant and single-cut diamond S-shaped links within textured wirework borders, diamonds approximately 7.90 carats total, French marks, length 18.4cm

£6,000 - 8,000 US\$7,300 - 9,700

Although unsigned, this bracelet is reminiscent of the 'Threads' collection by Van Cleef & Arpels which began production in the 1950s. For further reading see Possémé, Évelyne (ed), 'Van Cleef & Arpels; The Art of High Jewellery', Les Arts Decoratifs, Paris, 2012, pages 162-163.





A black rose brooch by Maison L. Coulon, shown in Paris at the 1900 Exposition



## A BELLE ÉPOQUE DIAMOND BROOCH, ATTRIBUTED TO **COULON, CIRCA 1900**

The delicate rosette formed from swirling sections of blackened trellis-work decorated with rose-cut diamond points, with undulating millegrain-set rose-cut diamond borders, and an old brilliant-cut diamond to the centre, mounted in a mix of steel, platinum and gold, principal diamond approximately 0.75 carat, later pin with French assay marks, diameter 5.7cm, fitted case by S.J. Phillips

#### £4,000 - 6,000 US\$4,900 - 7,300

French jeweller Leon Coulon, a former craftsman of Boucheron, was a master of the jeweller's art. At the 1889 Paris Exposition he won a gold medal and at the 1900 Exposition his firm's jewels were commended for their impeccable craftsmanship, artistry and originality. The lightness of his hair ornaments and brooches were especially noted because they were constructed from unusual materials including aluminium.

#### A PAIR OF EARLY 20TH CENTURY DIAMOND PENDENT **EARRINGS**

Each old brilliant-cut diamond, weighing 2.65 and 2.70 carats, suspended from an articulated line of similarly-cut diamonds, remaining diamonds approximately 1.00 carat total, length 2.7cm, fitted case

£12,000 - 15,000 US\$15,000 - 18,000





#### 8 A BELLE ÉPOQUE DIAMOND BROOCH/PENDANT NECKLACE, **CIRCA 1910**

Of garland design, composed of openwork oval and drop-shaped laurel wreaths, millegrain-set throughout with old brilliant and rosecut diamonds, connected by rose-cut diamond ribbon motifs, with old brilliant-cut diamond articulated pendants, suspended from a fine trace-link chain, diamonds approximately 7.00 carats total, convertible to a brooch, brooch fitting and screwdriver supplied, pendant length 7.3cm, tooled leather case by Cartier

#### £8,000 - 12,000 US\$9,700 - 15,000

Although unsigned, this pendant in terms of workmanship and design, closely resembles Cartier's delicate Garland Style jewels of the early 20th century. A very similar example, in the Cartier Collection (CL 198 C10), is likewise unmarked but is known to have been made for Cartier Paris in 1910. See Rudoe, J, 'Cartier: 1900-1939', British Museum Press, 1997, No 5, page 78, where it is illustrated. Rudoe notes that the piece may have been an element from a larger necklace and that a sketch for a similar piece appears in Cartier's Garland Style Design Scrapbook.

#### A DIAMOND DRESS RING

The old marquise-cut diamond, weighing 3.56 carats, between marquise-cut and pear-shaped diamond shoulders, mounted in platinum, remaining diamonds approximately 1.25 carats total, London hallmark from 1982, ring size K1/2

£50,000 - 55,000 US\$61,000 - 67,000

Accompanied by a report from GIA stating that the diamond is D colour, WS1 clarity, potentially flawless. Report number 2175555150, dated 1 April 2016.







#### A LATE 19TH CENTURY DIAMOND BEE BROOCH

Pierced and set throughout with old brilliant-cut diamonds, with cabochon ruby eyes and rose-cut diamond detail on the legs, mounted in silver and yellow gold, old brilliant-cut diamonds approximately 4.00 carats total, later pin fitting, width 5.7cm

£3,000 - 5,000 US\$3,600 - 6,100

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#### A LATE 19TH CENTURY DIAMOND BEE BROOCH

Set throughout with old brilliant and rose-cut diamonds, with cabochon ruby eyes, mounted in silver and yellow gold, old brilliant-cut diamonds approximately 3.20 carats total, width 5.2cm

£3,000 - 5,000 US\$3,600 - 6,100 12

#### A LATE 19TH CENTURY RUBY AND DIAMOND BEE BROOCH

Set throughout with old brilliant-cut diamonds, with circular cabochon ruby eyes, oval-cut ruby decoration on the body and wing tips, and rose-cut diamond detail on the legs, mounted in silver and yellow gold, old brilliant-cut diamonds approximately 2.15 carats total, width 5.1cm

£2,500 - 3,000 US\$3,000 - 3,600





#### A LATE 19TH CENTURY SAPPHIRE AND DIAMOND **BEE BROOCH**

The wings and body set with rose-cut diamonds, the abdomen and thorax highlighted by cushion-shaped sapphires, to a cushion-shaped diamond head with circular-cut ruby eyes, mounted in silver and yellow gold, maker's mark, French assay marks, detachable brooch fitting, width 6.2cm, cased by Hancocks

£3,500 - 4,500 US\$4,300 - 5,500

#### AN EARLY 20TH CENTURY SAPPHIRE AND DIAMOND **BEE BROOCH**

The oval-cut sapphire thorax, in a closed-back setting, between wings striped with cushion-shaped and rose-cut diamonds, the abdomen set with alternate lines of circular-cut sapphires and old brilliant-cut diamonds, the similarly-cut diamond head accented by circular-cut ruby eyes, mounted in silver and yellow gold, old brilliant-cut and cushion-shaped diamonds approximately 3.55 carats total, detachable brooch fitting, width 6.8cm

£10,000 - 15,000 US\$12,000 - 18,000







15 AN EMERALD AND DIAMOND DRAGONFLY BROOCH, **CIRCA 1910** 

The large dragonfly set throughout with old brilliant-cut diamonds, the upper wings each set with an emerald briolette, the lower wings each set with a circular-cut emerald, mounted in silver and yellow gold, diamonds approximately 13.25 carats total, emerald briolettes are detachable to be worn as earrings (fittings not supplied), detachable brooch fitting, wingspan 12.3cm, fitted case by Garrard & Co Ltd, Goldsmiths, Jewellers, To the King, by Special Appointment to the Crown, 24 Albermarle St, W.

£30,000 - 40,000 US\$36,000 - 49,000

Accompanied by a report from GCS stating that the emerald briolettes are of Colombian origin, with indications of moderate clarity enhancement. Report number 5777-7435, dated 24 October 2016.

Accompanied by a handwritten note stating this brooch was commissioned by Frances Lois, Countess of Rosse and worn at the 1911 Coronation. The emerald briolettes were from antique earrings already in the Rosse family collection and additional diamonds were provided by Lady Rosse's father, Sir Cecil Lister Kaye.



15 (handwritten note)



16 (handwritten note)



#### A MID 19TH CENTURY ONYX CAMEO, ENAMEL, PEARL AND **DIAMOND BRACELET**

The oval onyx cameo depicting a lion fawning over a putto, embodying the notion "love conquers all", within a border of pearls, old brilliant-cut diamonds and black enamel fleur-de-lys motifs, on a black enamel articulated openwork strap with pearl, old brilliant-cut diamond and black enamel fleur-de-lys quatrefoils, mounted in yellow gold, diamonds approximately 10.10 carats total, pearls untested, cameo dimensions 2.8 x 1.9cm, two black enamel and diamond fleur-de-lys motifs deficient, length 16.9cm, fitted case by Hartley, 45 Albemarle St, London, W.

#### £8,000 - 12,000 US\$9,700 - 15,000

Accompanied by a note handwritten on an address card belonging to the Countess of Rosse saying "this bracelet was given to Lady Beatrice Lister-Kaye on her marriage in 1880 by her great uncle Adrian Hope (Deepdene) and was given to Michael on his marriage 19th Sept 1935 by his aunt Adelain de la Feld (Lister-Kaye)."

#### AN EARLY 19TH CENTURY GOLD AND HARDSTONE PORTRAIT CAMEO PENDANT, DEPICTING KING GEORGE IV, ATTRIBUTED **TO GIUSEPPE GIROMETTI, CIRCA 1820**

Oval, depicting the bust of King George IV (1780-1851), in profile, facing left, dressed as a Roman emperor wearing a laurel wreath, within a plain gold frame, unsigned, two old labels gummed to reverse, one a fragment of a printed catalogue description "..[v]ery fine onyx cameo..head of..bay, by Girometti, in gold locket, si[gned]..." dimensions of cameo 6.5 x 4.8cm

#### £10,000 - 15,000 US\$12,000 - 18,000

Purchased by Isaac Falcke (1819-1909)

Probably acquired from Rundell, Bridge & Rundell, 14 October 1820 By royal gift to William Stuart (1798-1874) "Catalogue of a Portion of the Very Choice Collection of Objects of Art & Vertu of William Stuart Esq, Deceased, late of Aldenham Abbey", Christie's, London, 11 March 1875, lot 183



This fine and large hardstone portrait cameo of King George IV is very likely to have been carved by Giuseppe Girometti (1780-1851), one of the finest and most celebrated gem engravers and medal carvers working in the first half of the 19th century. By command of the great neoclassical sculptor Antonio Canova. President of the Accademia di San Luca, he was employed by the Papal Mint where he was appointed Head Engraver, along with Giuseppe Cerbara, from 1822. His cameos encompassed a wide range of subject matter, including portraits of eminent public figures of the day and Tsar Alexander I, the Grand-Duke of Tuscany, the King of Sardinia, Prince Borghese and King George IV of England were among his patrons.

George IV embraced the royal tradition of gifting jewels set with the sovereign's image not only to relatives but also to attendants, diplomats and other officials. Dr Kirsten Aschengreen Piacenti and Sir John Boardman have noted how "during the Regency and after his accession to the throne, George IV's interest in cameos manifested itself in an endless series of portraits of himself as Regent and King..."\* Royal goldsmiths Rundell, Bridge & Rundell held the monopoly in supplying the King with jewels and engraved gems and on the 14th October 1820, the firm billed him £33 for "A very fine cameo of His Majesty, on Onyx in scrole antique Locket, with Brilliant on Loop £33..."\*\*, possibly this very cameo. Girometti was certainly working in London after 1814. George IV greatly favoured his portrayal as a Roman emperor, an image first adopted by Thomas Wyon on a medal of the king, when Prince Regent, cast to celebrate the Treaty of Paris in 1815. Another hardstone cameo depicting George IV as a Roman emperor, also by Girometti, is in the collection of the Victoria & Albert Museum in London (ref A.7-1959).

It is believed this cameo was a royal gift from the King to William Stuart (1798-1874) who came from a family of loyal courtiers. Stuart was the son of the Most Reverend William Stuart (1755-1822), Church of Ireland Archbishop of Armagh and grandson of John Stuart, third Earl of Bute (1713-1792), a favourite minister of King George III. His mother, Sophia Stuart, nee Penn, was a confidante of Queen Charlotte and his great aunt, Lady Charlotte Finch (1725-1813), was the Royal Governess and had looked after George as an infant Prince of Wales.

Upon William Stuart's death, items from his collection were sold at Christie's. This cameo appeared as lot 183 on 11th March 1875 and was described in the catalogue as "A Very Fine onyx cameo head of George IV, crowned with bay, by Girometti - in gold locket, signed,". The cameo was purchased for £47.5.0 by avid art collector Isaac Falcke (1819-1909) who presumably arranged for it to be unmounted from its locket. Falcke's collection of maiolica is now in the Wallace Collection and his important collection of Wedgewood was gifted in his lifetime to the British Museum. After his death his artworks were dispersed mainly via a series of auctions at Christie's that took place between April and July 1910.

\*Kirsten Aschengreen Piacenti & John Boardman, "Ancient and Modern Gems and Jewels in the Collection of Her Majesty the Queen", London, 2008, p23

\*\*See Achengreen Piacenti/Boardman p22 for an image of the invoice



#### A GOLD, ENAMEL AND DIAMOND BANGLE, BY MASRIERA Y **CARRERAS, CIRCA 1925**

The front designed as an opposing pair of egrets, with textured plumage, rose-cut diamond crests, circular-cut ruby eyes and translucent blue and green enamel wings, on an openwork bangle decorated at intervals with green and pale purple enamel hearts, mounted in yellow gold, signed Masriera y Carreras, Spanish assay marks, inner diameter 5.9cm

£7,000 - 9,000 US\$8,500 - 11,000

In 1915, the two giants of Barcelona jewellery, Masriera and Carreras, merged and by 1924 the firm was producing fine enamelled jewels in distinctive Spanish Art Nouveau-style under the new name.

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#### A GOLD, EMERALD, PEARL AND DIAMOND BANGLE, CIRCA 1880-1900

Set to the front with a polished emerald bead, between bouton pearls and old brilliant-cut diamonds, mounted in yellow gold, emerald approximately 20.00 carats, diamonds approximately 3.15 carats total, pearls untested, inner diameter of bangle 6.0cm, cased

£8.000 - 10.000 US\$9,700 - 12,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5777-7433, dated 24 October 2016.

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#### A 19TH CENTURY DIAMOND BRACELET

Composed of four highly stylised floral clusters, the two principal old brilliant-cut diamonds, weighing 2.17 and 2.11 carats, connected by eternal knot and foliate motifs, set throughout with old brilliant and cushion-shaped diamonds, mounted in silver and gold, composite, the elements of this bracelet are probably circa 1830, remaining diamonds approximately 12.70 carats total, length 18.1cm, fitted case by SJ Phillips

£12,000 - 15,000 US\$15,000 - 18,000

#### A GOLD AND TOPAZ FRINGE NECKLACE, CIRCA 1835

The front designed as a graduating row of oval-cut topaz supending a fringe of pear-shaped topaz drops, all within wirework frames with beaded decoration, on a repoussé backchain with acanthus leaf motifs, all topaz in closed-back settings, length 39.5cm

£15.000 - 20.000 US\$18,000 - 24,000























#### A TUBOGAS CHOKER, BANGLE AND EARRING SUITE, **BY BULGARI, CIRCA 1980**

Comprising a single-band choker, matching earrings and three-colour flexible wrap bangle, each signed Bulgari, bangle inner circumference 15.5cm, necklace inner circumference 40.0cm, earring length 2.0cm (3)

£5,000 - 7,000 US\$6,100 - 8,500

 $23^{\Omega}$ 

#### A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.01 carats, within a ten-claw setting and 18 carat yellow gold mount, London hallmark, Millennium mark, ring size J½

£20,000 - 30,000 US\$24,000 - 36,000



#### A SAPPHIRE AND DIAMOND 'TROMBINO' RING, BY BULGARI

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

£10,000 - 15,000 US\$12,000 - 18,000

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

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#### A 'GEMME NUMMARIE' TUBOGAS CHOKER WITH ANCIENT **ROMAN COINS, BY BULGARI, CIRCA 1970**

Composed of four tubogas bands, the front set with two bronze Roman Imperial coins, signed Bulgari, maker's mark, reverse of coin bezels engraved COSTANZO II 323-367 and FOLLIS RIDOTTO, inner circumference shortest band 33.5cm, Bulgari pouch

#### £6,000 - 8,000 US\$7,300 - 9,700

In the early 1970s, Italian house Bulgari revived a jewellery technique which has become one of its most recognisable and sought after designs. The Tubogas (gas-pipe) technique was first developed in the 19th century and popularised in the 1940s. It involves wrapping and interlocking two precious metal strips around a copper or wood core which is then removed resulting in a continuous flexible unsoldered band. Bulgari's rendering of this type of chain was so skilful and in keeping with their yellow gold aesthetic that it has become one of their trademarks, used in necklaces, bracelets, watches and rings. They further innovated the technique by combining white and yellow precious metal strips to create varicoloured pieces and by joining rows of Tubogas to create impressive collars, some decorated with precious gems or ancient coins, the latter known as The Gemme Nummarie (Coin Gems) series.



#### A GOLD AND DIAMOND-SET JARRETIÈRE, BY ROY KING FOR **STUDIO CARTIER, 1965**

The woven strap fastened by a brilliant-cut diamond tassel clasp, mounted in 18 carat yellow gold, diamonds approximately 3.20 carats total, signed S. Cartier, numbered L8249, maker's mark RCK for Roy King, London hallmark, length 22.0cm, accompanied by a Cartier case

#### £3,000 - 4,000 US\$3,600 - 4,900

This bracelet was manufactured by leading British jeweller and watchmaker Roy Cecil King (1913-2000) whose pieces were sold by luxury brands including Cartier, Rolex, Asprey and Garrard. King's ethos of exceptional craftsmanship was learnt as a young apprenticeship in Hatton Garden where, if considered imperfect, his finished pieces were crushed by a mallet and he was made to start again. His later work as an engineer on the production line for Hurricane fighter aircraft during World War Two influenced his unconventional techniques in working gold. By 1965, King had his own factory, employing 65 staff, producing 25,000 jewels and watches a year.

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

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

£10,000 - 15,000 US\$12,000 - 18,000



**A FANCY-LINK LONGCHAIN, SIGNED BULGARI, CIRCA 1970** Bi-coloured, of buckle-shaped linking with spherical finials, may be worn as two shorter necklaces, one clasp signed Bulgari Roma, length 80.8cm, length of each shorter necklace 40.4cm, Bulgari pouch

£4,000 - 6,000 US\$4,900 - 7,300

Purchased by the vendor in Bulgari, Rome, in the 1980s.

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#### AN EMERALD AND DIAMOND RING

The step-cut emerald, weighing 9.72 carats, between shield-shaped diamonds, diamonds approximately 1.90 carats total, ring size R1/2

£8,000 - 12,000 US\$9,700 - 15,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity and colour enhancement. Report number 5777-7457, dated 24 October 2016.





#### A FANCY COLOURED DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.33 carats, within a ten-claw setting, ring size Q1/2

£20,000 - 25,000 US\$24,000 - 30,000

Accompanied by a report from HRD stating that the diamond is Fancy Yellow, natural colour, WS2 clarity. Report number 16027682001, dated 16 September 2016.

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#### A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 5.19 carats, within a double ten-claw setting, ring size P

£15,000 - 20,000 US\$18,000 - 24,000 32

#### A GOLD AND DIAMOND NECKLACE/BRACELET **COMBINATION, BY CARTIER, 1976**

The pair of 18 carat yellow gold flattened curb-link bracelets decorated at intervals with white gold and brilliant-cut diamond links, may be converted into a choker, signed Cartier, numbered 52203 and 52206, maker's marks JC, UK import marks, bracelet length 19.9cm, Cartier case

£7,000 - 9,000 US\$8,500 - 11,000

#### A YELLOW GOLD BRACELET, BY CARTIER, 1971

Of polished and textured 18 carat yellow gold figure-of-eight linking, signed Cartier, numbered P1649, maker's mark JC, UK import mark, length 19.2cm, maker's case

£3,000 - 4,000 US\$3,600 - 4,900















#### A TURQUOISE AND DIAMOND BROOCH, RING AND EARCLIP **SUITE, CIRCA 1970**

The brooch designed as a cabochon turquoise and brilliant-cut diamond flower on a brilliant-cut diamond stem with brilliant and single-cut diamond curling leaf, the ring and pair of earclips of cabochon turquoise and brilliant-cut diamond cluster design, diamonds approximately 8.00 carats total, brooch length 6.0cm, ring size K (sizing beads), earring length 2.2cm (3)

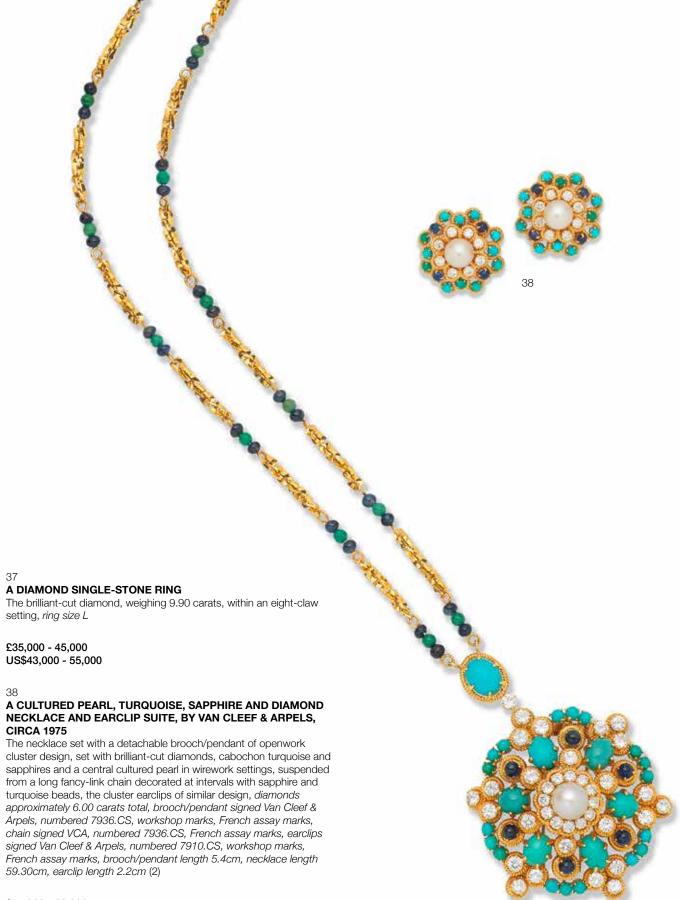
£6,000 - 8,000 US\$7,300 - 9,700

#### A SAPPHIRE AND DIAMOND DRESS RING

The cushion-shaped sapphire, weighing 29.12 carats, between trios of old brilliant-cut diamonds, ring size L1/2

£15,000 - 20,000 US\$18,000 - 24,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 13219, dated 16 September 2016.



£15,000 - 20,000 US\$18,000 - 24,000







#### A DIAMOND 'TROMBINO' RING, BY BULGARI

The marquise-cut diamond, weighing 2.11 carats, between tapered baguette-cut diamond accents and brilliant-cut diamond gallery and shoulders, signed Bulgari, ring size M, case by Bulgari Roma

£6,000 - 8,000 US\$7,300 - 9,700

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#### A DIAMOND, RUBY AND SAPPHIRE RING, BY ANNABEL **JONES, 1993**

The oval-cut sapphire, between pavé-set brilliant-cut diamond shoulders, highlighted by channel-set lines of graduated baguette-cut rubies, mounted in 18 carat yellow gold, sapphire approximately 10.50 carats, maker's mark AJ, UK import mark, ring size L (sizing bead)

£7,000 - 10,000 US\$8,500 - 12,000

Accompanied by report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-7335, dated 14 October 2016.

41

#### A RUBY-SET TASSEL RING AND EARCLIP SUITE, BY MARCHAK, CIRCA 1960

The ring set with articulated beads, accented by circular-cut rubies, accompanied by a pair of earclips, each plaited hoop enclosing foxtail treads with spherical terminals, some with circular-cut ruby accents, ring unsigned, with maker's mark and French assay mark, earclips signed Marchak Paris and numbered 23443, ring size J1/2, earclip length 5.0cm

£6.000 - 8.000 US\$7,300 - 9,700

#### A GOLD AND DIAMOND 'BAMBOO' NECKLACE, BANGLE AND **EARCLIP SUITE, BY CARTIER**

The sprung collar designed as jointed 18 carat yellow gold bamboo cane, decorated at the front with brilliant-cut diamonds, accompanied by a torque bangle and pair of earclips of similar design, the earclips without diamond decoration, diamonds approximately 4.95 carats total, necklace signed Cartier, numbered 660054, workshop mark, French assay mark, European convention mark, bangle signed Cartier, numbered 658547, workshop mark, French assay mark, earclips signed Cartier, numbered 660240, workshop marks, French assay marks, European convention marks, necklace length 43.5cm, inner diameter of bangle 5.2cm, earclip length 2.1cm, Cartier cases (3)

£10,000 - 15,000 US\$12,000 - 18,000









#### 43

#### AN ART DECO EMERALD AND DIAMOND BRACELET, **CIRCA 1935**

Composed of three slightly contoured pierced geometric plaques, millegrain-set throughout with old brilliant and single-cut diamonds, each centrally highlighted by a circular-cut emerald, joined by buckleshaped links set with old brilliant, baguette and single-cut diamonds, diamonds approximately 26.40 carats total, length 19.2cm

£15,000 - 20,000 US\$18,000 - 24,000

#### A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 3.31 carats, between tapered baguette-cut diamond shoulders, ring size C

£22,000 - 28,000 US\$27,000 - 34,000

#### 45

#### A DIAMOND ETERNITY RING, BY DANIEL K.

The series of cushion-shaped diamonds, each in a four-claw setting, diamonds approximately 10.00 carats total, signed Daniel K, numbered, ring size G1/2

£10,000 - 15,000 US\$12,000 - 18,000





### A PAIR OF EMERALD AND DIAMOND PENDENT EARRINGS

The pear-shaped cabochon emerald drops, weighing 8.46 and 8.46 carats, suspended from cascade surmounts of baguette, brilliant and pear-shaped diamonds, diamonds approximately 6.90 carats total, length 6.2cm, fitted case

£12,000 - 15,000 US\$15,000 - 18,000

Accompanied by a report from GCS stating that the emeralds are of Colombian origin, with indications of significant clarity enhancement. Report number 5777-7256, dated 13 October 2016.

47

#### AN EMERALD AND DIAMOND RING, CIRCA 1960

The step-cut emerald, weighing 15.92 carats, between openwork shoulders set with square-cut diamonds, ring size H1/2 (sizing beads)

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5777-7541, dated 28 October 2016.







#### A PAIR OF EMERALD AND DIAMOND PENDENT EARRINGS. **CIRCA 1965**

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

#### £30,000 - 40,000 US\$36,000 - 49,000

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

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

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

#### 49

#### A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 6.19 carats, within a green enamel mount, with engraved detail, ring size N

£20,000 - 25,000 US\$24,000 - 30,000

#### 50

#### A DIAMOND DRESS RING

The step-cut diamond, weighing 8.01 carats, between trios of brilliant-cut diamonds, within a convex frame of tapered baguette-cut diamonds, remaining diamonds approximately 2.60 carats total, ring size K1/2 (sizing band)

£25,000 - 30,000 US\$30.000 - 36.000

Accompanied by a report from The Precious Stone Laboratory stating that the diamond is L colour, VS2 clarity. Report number 984612, dated 7 November 2007.



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

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

£20,000 - 30,000 US\$24,000 - 36,000

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

52

#### A TOPAZ AND DIAMOND RING, BY GARRARD, 1989

The cushion-shaped orange topaz, weighing 13.73 carats, within a surround of brilliant-cut diamonds, mounted in 18 carat yellow gold, signed Garrard, maker's mark, London hallmark, ring size K, fitted case by Garrard

£6,000 - 8,000 US\$7,300 - 9,700





#### AN ENAMEL AND EMERALD 'SERPENTI' BRACELET-WATCH, BY BULGARI, CIRCA 1958-65

The highly articulated bracelet designed to loop around the wrist in multiple coils, the scales rendered in pale blush-pink enamel, the serpent's head with forked tongue and pear-shaped emerald eyes, opening to reveal a circular watch dial, signed Bulgari, dial signed Jaeger LeCoultre, case numbered 636414, width when coiled 5.5cm, maker's pouch

£50,000 - 60,000 US\$61,000 - 73,000 The emblem of the serpent has been used in jewellery design since antiquity and from the 1940s the motif was taken up by Bulgari who turned this auspicious symbol of eternity into a watch.

The manufacture of each "Serpenti" was elaborate. At their core was a white gold spring which enabled the snake to coil around the wrist of a mid-20th century fashionista as firmly and as sinuously as would the real reptile have wound around the arm of an ancient Minoan snake goddess. The body of the serpent was painstakingly constructed out of handmade sheet gold and enamelled elements which were fitted and screwed together around the spring. The watch was concealed in the head, the dial lying beneath a hinged cover and the customised movements were supplied by Jaegar LeCoultre, Audemars Piguet, Movado or Vacheron Constantin.

Bulgari's "Serpenti" line is still one of the firm's most popular designs, much admired and much imitated. The example offered here is a fine example made during the glamorous years of La Dolce Vita.

For examples of 'Serpenti' bracelet-watches by Bulgari see Triossi, A. (ed.), "Bulgari: Between Eternity and History", Milan, 2009, pp. 188-199.











#### AN EMERALD AND DIAMOND BROOCH, EARRING AND RING SUITE, BY VAN CLEEF & ARPELS, CIRCA 1970

Of stylised floral and foliate design, the brooch set with a carved emerald surrounded by brilliant-cut diamond fronds, the earclips and ring of similar design, diamonds approximately 10.00 carats total, brooch and ring unsigned, earclips signed Van Cleef & Arpels, numbered 99654, Van Cleef maker's marks, French assay marks, brooch length 4.6cm, earclip length 2.5cm, ring size F-G (sizing beads) (3)

£20,000 - 30,000 US\$24,000 - 36,000

#### 55

#### A PAIR OF DIAMOND PENDANTS

Each designed as five overlapping circles set with brilliant-cut diamonds, diamonds approximately 10.40 carats total, unsigned but possibly by M.Gérard, French assay marks, length 4.4cm (2)

£4,000 - 6,000 US\$4,900 - 7,300





#### 56<sup>Y R</sup>

#### A CORALLIUM RUBRUM AND AMETHYST BROOCH/PENDANT AND EARCLIP SUITE, BY VAN CLEEF & ARPELS, CIRCA 1970

The textured openwork octofoil brooch pendant with a central sugarloaf amethyst within a border of corallium rubrum and amethyst cabochons, accompanied by a pair of elongated hoop earclips studded with corallium rubrum and amethyst cabochons, brooch signed VCA, numbered 114149, workshop mark, French assay marks, earclips signed VCA, numbered 113613, workshop marks, French assay marks, brooch/pendant length (including bale) 7.1cm, earclip length 4.1cm (2)

£15,000 - 20,000 US\$18,000 - 24,000









#### AN EMERALD AND DIAMOND RING

The cut-cornered step-cut emerald, weighing 6.37 carats, between triangular-cut diamond shoulders, the gallery set with brilliant-cut diamonds, diamonds approximately 1.40 carats total, ring size 01/2, case by Roberto Paolini, Milano

£25,000 - 35,000 US\$30,000 - 43,000

Accompanied by a report from AGL stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number CS 1079498, dated 25 October 2016.

58

#### A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 3.92 carats, between shoulders each set with a trio of graduating baguette-cut diamonds, ring size 11/2 (sizing band)

£12,000 - 15,000 US\$15,000 - 18,000 59

#### A DIAMOND RING

The Asscher-cut diamond, weighing 3.84 carats, between shieldshaped diamond shoulders, remaining diamonds very approximately 2.25 carats total, ring size Q1/2

£25,000 - 30,000 US\$30,000 - 36,000

Accompanied by a report from GIA stating that the diamond weighing 3.84 carats is G colour, VS2 clarity. Report number 2175888182, dated 23 September 2016.

Accompanied by a report from GCS stating that the diamond weighing 3.84 carats is H colour, VS1 clarity. Report number 5776-6505, dated 3 August 2016.



#### A YELLOW SAPPHIRE AND DIAMOND RING

The step-cut yellow sapphire, between shoulders of single-cut diamond strapwork, sapphire approximately 12.20 carats, ring size P

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the yellow sapphire is natural, with no evidence of heat treatment. Report number 12293, dated 5 February 2016.

#### AN ART DECO DIAMOND COCKTAIL WATCH, BY TIFFANY & CO, **CIRCA 1930**

The rectangular dial with Roman numerals, within a single-cut diamond bezel, between pear-shaped diamond lugs, to an expandable strap accented by lines of single-cut diamonds, diamonds approximately 1.00 carat total, dial signed Tiffany & Co, length 17.0cm

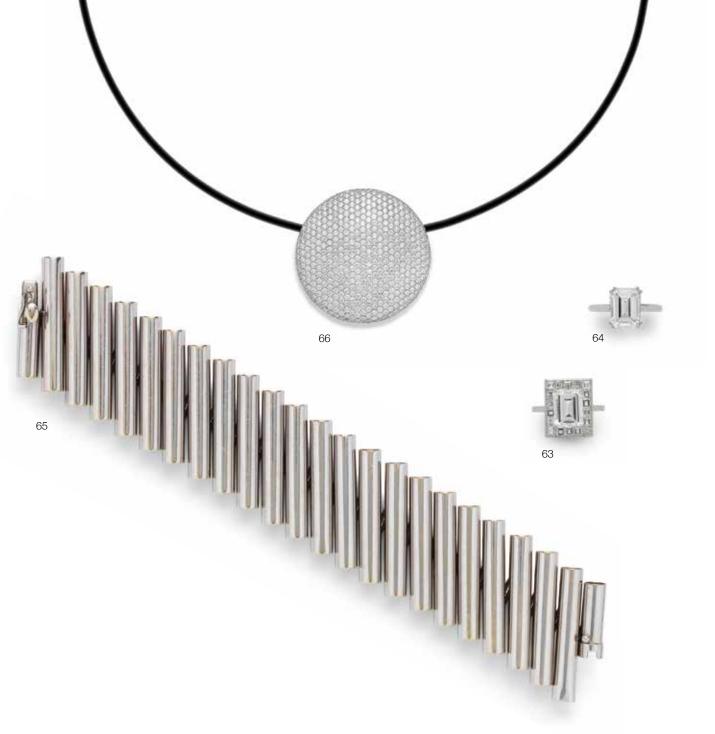
£4,000 - 6,000 US\$4,900 - 7,300 62

#### A GOLD FANCY-LINK BRACELET, BY POMELLATO, 1970

Of interlocking rectangular 18 carat yellow gold linking, signed Pomellato, Cartier maker's mark JC, numbered P697, UK import marks, length 18.5cm, Cartier case

£3,000 - 4,000 US\$3,600 - 4,900

This bracelet, by Milan jewellers Pomellato, founded 1967, was retailed by Cartier in the UK and sold to the vendor in the 1970s.



## A DIAMOND DRESS RING, BY GARRARD, 1980

The cut-cornered step-cut diamond, weighing 3.02 carats, within a rectangular border of square-cut diamonds, mounted in platinum, remaining diamonds approximately 1.00 carat total, signed G&Co Ld, London hallmark, ring size L1/2

£15,000 - 20,000 US\$18,000 - 24,000

Accompanied by a report from GCS stating that the diamond weighing 3.02 carats is F colour, VVS2 clarity. Report number 5776-6958, dated 26 September 2016.

64

### A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 4.19 carats, within a double four-claw setting, ring size K (sizing band)

£25,000 - 35,000 US\$30,000 - 43,000

65

#### A TUBULAR BRACELET

Designed as an articulated slanting line of cylindrical links, signed L, length 18.5cm

£4,000 - 6,000 US\$4,900 - 7,300



## A DIAMOND 'DISCO' PENDANT, BY VHERNIER

The circular disc, pavé-set with brilliant-cut diamonds, suspended from a cord necklace with brilliant-cut diamond circular adjusters, signed Vhernier, diamonds approximately 8.15 carats total, necklace length adjustable, pendant length 3.6cm

£6,000 - 8,000 US\$7,300 - 9,700

In 1984, Vhernier opened in Valenza, Italy. The focus of the firm has consistently been for modern jewels influenced by contemporary art.

#### A DIAMOND-SET 'CALLA' PENDANT/NECKLACE, **BY VHERNIER**

The stacked conical ebony links, one pavé-set with brilliant-cut diamonds, suspended from an adjustable cord with similarly-cut diamond adjusters, diamonds approximately 10.30 carats total, unsigned, necklace length adjustable, pendant length 17.7cm

£8,000 - 10,000 US\$9,700 - 12,000



### A TOURMALINE AND DIAMOND CROSS PENDANT/NECKLACE, **BY ANDREW GRIMA, 1990**

The Latin cross of oval-cut green and pink tourmalines, collet-set at angles, accented by brilliant-cut diamonds, suspended from a wire collar, tourmalines approximately 52.95 carats total, diamonds approximately 0.30 carat total, signed Grima, collar length 43.5cm, pendant length 8.2cm, maker's pouch

£4,000 - 6,000 US\$4,900 - 7,300 69

#### A PINK SAPPHIRE AND DIAMOND RING

The oval-cut pink sapphire, weighing 8.93 carats, between pear-shaped diamonds, diamonds approximately 1.00 carat total, ring size N1/2

£20,000 - 30,000 US\$24,000 - 36,000

Accompanied by a report from the French Gemmological Laboratory stating that the pink sapphire is of Sri Lankan origin, with no indications of thermal enhancement. Report number 191167, dated 10 December 2009.



Design drawing by Andrew Grima, 1986

## A YELLOW SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 20.02 carats, between oval-cut diamonds, within a pavé-set brilliant-cut diamond gallery and shank, ring size L

£20,000 - 30,000 US\$24,000 - 36,000

Accompanied by a report from Carat Gem Lab stating that the vivid vellow sapphire is of Sri Lankan origin, with no indications of heating. Report number CGL12037, dated June 2016.

#### A RUBY, DIAMOND AND GOLD CHOKER, BY ANDREW GRIMA, 1986-7

The meandering 18 carat yellow gold 'brick texture' choker, graduated towards the front, collet-set with oval cabochon rubies and brilliantcut diamonds, diamonds approximately 1.90 carats total, rubies approximately 90.30 carats total, signed Grima, maker's mark TES for Tom Scott, London hallmark, length 35.1cm, fitted Grima case

£6.000 - 8.000 US\$7,300 - 9,700

Accompanied by the original design sketch by Andrew Grima, signed and dated 1986. This collar was produced in Tom Scott's Soho workshop. Scott worked with Andrew Grima throughout his career and was responsible for making many of Grima's designs.







#### A DIAMOND SINGLE-STONE RING

The cushion-shaped diamond, weighing 10.93 carats, within a triple four-claw setting, between square and triangular-cut diamond shoulders, French mark, ring size M1/2

£20,000 - 30,000 US\$24,000 - 36,000

#### A SAPPHIRE AND DIAMOND RING

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

£40,000 - 60,000 US\$49,000 - 73,000

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

### A SAPPHIRE AND DIAMOND FLOWER BROOCH, MOUNTED **BY BOUCHERON, CIRCA 1970**

Designed as a highly stylised single bloom, the flowerhead set with four cut-cornered step-cut sapphires and brilliant and marquise-cut diamonds, the furling leaves with brilliant and baguette-cut diamonds and the stem channel-set with baguette-cut diamonds, sapphires approximately 9.10 carats total, diamonds approximately 8.90 carats total, signed Monture Boucheron, maker's mark, French assay marks, length 4.7cm

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from GCS stating that the sapphire weighing 3.38 carats is of Sri Lankan origin, with no indications of heating. Report number 5776-6957, dated 26 September 2016.





#### A SAPPHIRE AND DIAMOND 'GANCIO' SUITE, BY BULGARI, **CIRCA 1995**

The double-strand modular link collar highlighted by brilliant-cut diamonds, set to the centre with oval-cut sapphires, accompanied by a bracelet and a pair of earrings en suite, diamonds approximately 14.10 carats total, signed Bulgari, necklace length 37.0cm, bracelet length 18.4cm, earring length 3.3cm, maker's cases (3)

£15,000 - 20,000 US\$18,000 - 24,000







#### A PAIR OF CULTURED PEARL AND DIAMOND PENDENT **EARRINGS, BY CARTIER**

Each cultured pearl surmount, of either white or grey tint, suspending a cultured pearl drop, of either white or grey tint, with a pavé-set brilliantcut diamond foliate cap, connected by a brilliant-cut diamond lily-ofthe-valley motif, diamonds approximately 2.10 carats total, signed Cartier, numbered 943076, length 4.9cm, fitted Cartier case

£7,000 - 10,000 US\$8,500 - 12,000

77

#### A DIAMOND SINGLE-STONE RING

The Asscher-cut diamond, weighing 7.33 carats, within a four-claw setting, between baguette-cut diamond shoulders, ring size J

£60,000 - 80,000 US\$73,000 - 97,000

Accompanied by a report from GIA stating that the diamond weighing 7.33 carats is G colour, VS2 clarity. Report number 2175946460, dated 13 October 2016.

 $78^{\Omega}$ 

#### A DIAMOND THREE-STONE RING

The brilliant-cut diamond, weighing 3.42 carats, between similarly-cut diamonds and openwork shoulders, ring size L1/2

£12,000 - 15,000 US\$15,000 - 18,000

79

#### A CULTURED PEARL AND DIAMOND SAUTOIR

The triple-row of 6.9 to 7.3mm cultured pearls joined by old brilliant and baguette-cut diamond clips, designed as a pair of stylised birds, diamonds approximately 12.00 carats total, the pearls and clips can also be worn separately as two collar necklaces and a double-clip brooch, double-clip brooch fitting supplied, inside length of sautoir 86.9cm, length of separate necklaces 41.5cm and 45.3cm, brooch length 6.5cm, fitted case

£10,000 - 15,000 US\$12,000 - 18,000







#### A PAIR OF TANZANITE, RUBELLITE AND DIAMOND EARRINGS, **BY MARGHERITA BURGENER**

Each of tear-drop form, pavé-set with brilliant-cut diamonds and either a collet-set cushion-shaped tanzanite or rubellite, diamonds approximately 4.70 carats total, tanzanite approximately 4.00 carats, rubellite approximately 4.60 carats, signed Margherita Burgener, maker's mark, width 2.3cm, maker's case

£9,000 - 11,000 US\$11,000 - 13,000

81

#### A DIAMOND PENDANT/NECKLACE

The triangular-cut diamond, weighing 3.49 carats, set over a single-cut diamond hoop, suspended from a belcher-link chain, pendant length 2.0cm, chain length 49.2cm

£20,000 - 30,000 US\$24,000 - 36,000

Accompanied by a report from GCS stating that the diamond is F colour, VS1 clarity. Report number 5777-7336, dated 14 October 2016.

#### A DIAMOND DRESS RING, RETAILED BY GLENN SPIRO

The oval-cut diamond, weighing 5.31 carats, within a surround of concentric brilliant-cut diamond 'threads', remaining diamonds approximately 4.70 carats total, ring size J1/2

£45,000 - 65,000 US\$55,000 - 79,000

Accompanied by a GIA report check stating that the diamond is F colour, SI1 clarity. Report number 16926111, dated 26 March 2008.

This lot was purchased from Glenn Spiro and comes accompanied by a copy of a letter from him.



#### A DIAMOND SINGLE-STONE RING

The cut-cornered step-cut diamond, weighing 4.44 carats, within a double four-claw setting, between baguette-cut diamond shoulders, ring size K1/2

£45,000 - 55,000 US\$55,000 - 67,000

Accompanied by a report from HRD stating that the diamond is F colour, VVS2 clarity. Report number 16031067001, dated 13 October 2016.











#### 84 AN ONYX, EMERALD, SAPPHIRE AND DIAMOND 'PARROT' **RING, BY CARTIER, CIRCA 1995**

The sculpted feathers pavé-set throughout with brilliant-cut diamonds, with an additional brilliant-cut diamond carved sapphire and emerald plume, the eyes set with circular-cut emeralds and the beak of carved onyx, diamonds approximately 3.50 carats total, signed Cartier, maker's mark, numbered 47926, ring size O (sizing band)

£30,000 - 40,000 US\$36,000 - 49,000

The animal kingdom has inspired Cartier's designers since the firm's inception. A veritable bestiary, including panthers, tigers, crocodiles, birds, snakes and even a poodle, has graced the necks, lapels and fingers of Cartier's soigné clientele. From the early 1980s, Creative Director Micheline Kanoui, has continued in the illustrious footsteps of Charles Jacqueau and Jeanne Touissaint.







## A DIAMOND 'PANTHÉRE' RING, BY CARTIER

Designed as a lounging panther with articulated head and paws, the body pavé-set with brilliant-cut diamonds, marquise-cut emerald eyes and an onyx nose, diamonds approximately 5.70 carats total, signed Cartier, maker's mark, numbered, French assay mark, ring size L1/2 (sizing band)

£25,000 - 30,000 US\$30,000 - 36,000

Cartier's panther jewels have embodied the Maison's commitment to innovation and flair for over a century. The creation of a Cartier 'panthére' is one of extraordinary craftsmanship and the medium of platinum allows for astonishing detail. Each piece can take months, even years, to finalise. For a more detailed history of the 'panthére', see lot 86.



#### A LAPIS LAZULI, ONYX, EMERALD, SAPPHIRE AND DIAMOND 'PANTHÈRE' BROOCH, BY CARTIER, CIRCA 1995

The sprawled panther resting on a lapis lazuli branch, the body pavé-set with brilliant-cut diamonds and shaped and polished sapphire 'spots', the eyes set with pear-shaped emeralds and the nose of carved onyx, one hind leg, the hanging paw and the head are articulated, signed Cartier, numbered 608847, workshop marks, French assay marks, width 7.6cm, fitted Cartier presentation case

#### £120,000 - 180,000 US\$150,000 - 220,000

The "Panthère" is one of Cartier's most famous and enduring jewelled motifs. As early as 1913, chief designer Charles Jacqueau (1885-1968) was toying with the idea of a panther; he is credited as the possible creator of Cartier's inaugural jewel featuring distinctive leopard spots in 1914. The panther was propelled further into the fabric of the company's profile by French artist George Barbier whose illustration, Lady with a Panther, originally intended as invitation to an exhibition, so impressed Louis Cartier that it became part of the maison's advertising campaign.

Designers in the first half of the 20th century were fascinated with the unusual and the mysterious. Exotic wild animals fired artistic imagination and fabulous furs were all the rage, not just to wear but to decorate your surroundings. The studios of fashion designers and photographers were swathed in panther skins and dazzling personalities and society dames, including Sarah Bernhardt, Josephine Baker and the Marchesa Luisa Casati, owned cheetahs as pets. The prowling feline embodied all that was glamorous, sultry and powerful.

Jeanne Toussaint, whose nickname was La Panthère, was a close friend and protégée of Louis Cartier. Famous for her tiger skin coats and for the panther and leopard pelts that adorned her apartment, Toussaint regarded the big cat as symbolic of a woman's mystery and allure. In 1933 she became the firm's artistic director and her collaboration with designer Peter Lemarchand, who spent hours sketching big cats at the zoo, transformed the panther motif into a three dimensional jewelled object for some of Cartier's most prominent clients. In the late 1940s, when the Duchess of Windsor was wearing her famous panther jewels, American Voque asserted that leopard print should be worn by a "woman who is certain of her chic, who asserts it with discretion".

By the second half of the 20th century the panthére was globally recognized as synonymous with Cartier style. The first panther to wrap itself around a finger as a ring was made in 1959. As fashions became less formal in the 1960s and 70s, so too did the ever present panther, appearing in quirkier, more playful poses. More unusual materials started to be incorporated into the designs including coral, chalcedony and lapis lazuli. The shift back to power dressing in the 1980s saw a stronger more powerful feline. In 1989 French Vogue paid homage to Jeanne Toussaint, who retired in 1970 aged 83, with an illustration of her in profile. Resting over the image of her head is a diamond and onyx panther, lounging casually on a lapis branch, remarkably similar to the one offered here, and a quote from Dante, "Gives my voice the necessary force that gives the future generation at least a spark of your splendour".

Thus for over 100 years the panther has been the embodiment of Cartier style. Constantly reinventing itself, every decade has seen a new interpretation and the designs remain as contemporary and fresh today as they did a century ago.







# A PAIR OF PEARL AND DIAMOND PENDENT EARCLIPS

Each elongated cluster set with a central square-cut diamond figureof-eight motif between brilliant-cut diamonds, suspending a dropshaped 10.10-10.90 x 14.30mm and 10.50-10.70 x 13.80mm pearl, diamonds approximately 3.20 carats total, length 6.0cm, fitted case by Roberto Paolini, Milano

£50,000 - 60,000 US\$61,000 - 73,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 88498, dated 26 October 2016.

Accompanied by a report from CISGEM stating that the pearls are natural, saltwater. Report number 2243, dated 3 December 2015.

88

#### A DIAMOND DRESS RING, CIRCA 1955

Of bombé form, the lines of brilliant and baguette-cut diamonds coiled around the central brilliant-cut diamond, weighing 3.28 carats, remaining diamonds approximately 2.80 carats total, ring size M1/2

£7,000 - 10,000 US\$8,500 - 12,000

#### A THREE-ROW PEARL AND DIAMOND NECKLACE

The three strands of 253 graduating pearls, measuring approximately 3.40 to 7.90mm, each side connected by a detachable scrolling cartouche of brilliant and square-cut diamonds, diamonds approximately 6.20 carats total, necklace can be worn in two ways; with the cartouche connectors and without, to reveal single-cut diamond spacers, inner row length with cartouche connectors approximately 45.0cm, case by Roberto Poalini, Milano

£50,000 - 60,000 US\$61,000 - 73,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 88499, dated 26 October 2016.

Accompanied by a report from CISGEM stating that the majority of the pearls, including the largest pearls, were tested and found to be natural. Report number 2244, dated 3 December 2015.









#### AN ART DECO RUBY AND DIAMOND RING, BY HOTZ, **CIRCA 1920**

The tapering band set to the centre with an octagonal-cut ruby, between trios of graduating French-cut rubies, within a border of old brilliant and single-cut diamonds, on an engraved hoop with pierced fleur-de-lys shoulders, mounted in platinum, rubies approximately 3.80 carats total, signed F. Hotz, ring size M

£3,000 - 4,000 US\$3,600 - 4,900

Accompanied by a report from GCS stating that the rubies are of Burmese origin, with no indications of heating. Report number 5777-7218, dated 13 October 2016.

91

#### AN ONYX AND DIAMOND 'DRAPERIE' BROOCH, BY CARTIER, **CIRCA 1915**

Each old brilliant-cut diamond and onyx terminal, suspending an onyx swag highlighted by brilliant and single-cut diamonds 'bonbons', mounted in platinum with millegrain detail, diamonds approximately 2.55 carats total, signed Cartier, maker's mark, numbered 3481, French assay marks, width 4.7cm, length 5.4cm

£5,000 - 7,000 US\$6,100 - 8,500 92

#### A BELLE ÉPOQUE EMERALD, RUBY AND DIAMOND BROOCH, **CIRCA 1910**

The spindle-shaped bar of old brilliant-cut diamonds with single-cut diamond geometric terminals set with either a square-cut emerald or an oval-cut ruby, mounted in platinum with millegrain detail, emerald approximately 1.10 carats, ruby approximately 1.40 carats, diamonds approximately 4.00 carats total, length 6.7cm, case by Boucheron

£6,000 - 8,000 US\$7,300 - 9,700

Provenance Francesco Paolo Tosti (1846-1916) Gifted by him to a friend Thence by descent to the present owner

Sir Paolo Tosti was an Italian, and later British, composer and music professor, made singing master to the British Royal Family in 1880 and knighted by King Edward VII in 1908. By repute, the colours of this brooch were intended to symbolise the Italian flag.

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5776-7101, dated 29 September 2016.

Accompanied by a report from GCS stating that the ruby is of Burmese origin, with no indications of heating. Report number 5776-7055, dated 29 September 2016.





#### A DIAMOND PENDANT/NECKLACE, CIRCA 1910

The two old brilliant-cut diamonds, weighing 2.78 and 2.97 carats, to a bar connector, suspended from a trace-link chain, *pendant length 4.3cm, chain length 46.4cm* 

£10,000 - 15,000 US\$12,000 - 18,000

95

# AN ART DECO DIAMOND WRISTWATCH, BY CHAUMET, CIRCA 1930

The rectangular dial with Arabic numerals, on a strap pierced in a geometric design, millegrain-set throughout with vari-cut diamonds, including old brilliant, trapezoid and square, diamonds approximately 5.70 carats total, dial signed Chaumet & Cie, movement numbered 3543, length 15.5cm

£10,000 - 15,000 US\$12,000 - 18,000 96

# A GOLD AND DIAMOND CUFF BANGLE, FRENCH, CIRCA 1935-40

The double jarretière, hinged at the base, the front designed as two unfastened buckles decorated with old brilliant-cut diamonds, mounted in platinum and yellow gold, diamonds approximately 0.90 carat total, maker's mark GB, with back-to-back 'c's between, in a vertical lozenge, numbered 0131, French assay marks, inner diameter 5.6cm

£5,000 - 7,000 US\$6,100 - 8,500

97 No lot



# A SAPPHIRE AND DIAMOND RING

The octagonal-cut sapphire, weighing 14.66 carats, between tapered baguette-cut diamond shoulders, diamonds approximately 0.90 carat total, ring size J1/2, case by Fasano, Torino

£40,000 - 60,000 US\$49,000 - 73,000

Accompanied by a report from AGL stating that the sapphire is of Burmese origin, with no indications of heating. Report number CS 1079497, dated 25 October 2016.





#### A RUBY AND DIAMOND BRACELET AND EARCLIPS, **BY VERGER FRÈRES, CIRCA 1955**

Designed as a flexible circular-cut ruby band, intersected by diagonal rows of brilliant-cut diamonds, accompanied by a pair of earclips of similar design, diamonds approximately 8.35 carats total, maker's marks, French assay marks, bracelet with Egyptian assay marks, earclips with detachable fittings, bracelet length 18.0cm, earclip length 2.1cm (2)

£15,000 - 20,000 US\$18,000 - 24,000

Ferdinand Verger (1851-1928) began his career in the watch and jewellery industry at the age of 11. His early years saw the formation of a close relationship with Vacheron Constantin (he is generally credited for the movement in Fabergé's 3rd Imperial Egg in 1887). By the 1920s the firm's reputation had reached international acclaim for both watches and jewellery. Verger Frères became "jeweller to the jewellers" creating pieces for Van Cleef & Arpels, Hermes, Cartier, Boucheron, Tiffany & Co and Black Starr & Frost, to name but a few. Verger Frères' client base included the pre-eminent public figures of the day including Katherine Hepburn, Greta Garbo, Aristoteles Onassis, and Winston Churchill.

#### A RUBY AND DIAMOND THREE-STONE RING, BY VENTRELLA

The cushion-shaped ruby, weighing 4.25 carats, between shieldshaped diamonds, signed Ventrella Roma, diamonds approximately 1.85 carats total, ring size U

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by a report from GCS stating that the ruby is of Tanzanian origin, with no indications of heating. Report number 5777-7210, dated 13 October 2016.



#### A GOLD AND DIAMOND 'LUDO-HEXAGONE' BRACELET, BY VAN CLEEF & ARPELS, CIRCA 1937-40

The highly articulated strap of hexagonal links, each star-set with a single-cut diamond, to a polished buckle-shaped clasp pavé-set with old brilliant and single-cut diamonds, mounted in yellow gold, diamonds approximately 6.00 carats total, signed Van Cleef & Arpels, numbered 44.597, partial workshop mark, French assay mark, length 18.0cm, Van Cleef & Arpels case

#### £25.000 - 30.000 US\$30,000 - 36,000

Van Cleef & Arpels's "Ludo" bracelets are some of the firm's most innovative designs from the 20th century. The first examples were plain brick-link straps with simple clasps, the later models becoming increasingly ingenious and elaborate, culminating in the "Ludo-Hexagone" in 1935. The secret behind the Ludo-Hexagone's tactile flexibility lay in the masterly way in which gold hexagons were fitted together in a honeycomb pattern that was both strong yet delicate and very, very supple. In the more fanciful models, such as the one offered here, the hexagons were inset with diamonds within a sunburst motif and the whole offset by a sculptural buckle clasp decorated with diamonds with ingenious push-and-release mechanism.

#### A SAPPHIRE AND DIAMOND BOMBÉ RING, CIRCA 1930

The large central cabochon sapphire within a mount pavé-set with old brilliant, brilliant and single-cut diamonds and circular-cut sapphire 'spots', mounted in platinum, diamonds approximately 2.15 carats total, cabochon sapphire approximately 17.00 carats, ring size J1/2

£35,000 - 40,000 US\$43,000 - 49,000

Accompanied by a report from GCS stating that the sapphire is of Burmese origin, with no indications of heating. Report number 5777-7334, dated 14 October 2016.

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is natural, with no evidence of heat treatment. Report number 12542, dated 8 April 2016.





#### A GOLD AND DIAMOND NECKLACE/BRACELET COMBINATION, **EARCLIP AND RING SUITE, BY VAN CLEEF & ARPELS, CIRCA 1970**

The longchain of oval textured linking, some partially decorated with brilliant-cut diamonds, accompanied by a pair of pendent earclips and a bombé ring of similar design, diamonds approximately 13.20 carats total, long chain detaches and may be worn as a shorter necklace and a pair of bracelets or as four bracelets, necklace/bracelet combination has six clasps and signed VCA, respectively numbered 658, 659, 660, 661, 22161, 23251, earclips signed VCA, numbered 22410, ring signed VCA, numbered 22700, French marks on all, longchain length 81.2cm, bracelet length 18.5cm, earclip length 4.6cm, ring size K (6)

£40,000 - 50,000 US\$49,000 - 61,000 £15,000 - 20,000 US\$18,000 - 24,000

## A DIAMOND SINGLE-STONE RING

The cushion-shaped diamond, weighing 7.79 carats, within a double eight-claw setting, ring size R1/2

£20,000 - 30,000 US\$24,000 - 36,000







#### AN ART DECO RUBY AND DIAMOND DOUBLE-CLIP BROOCH, **CIRCA 1935**

Each openwork scrolling mitre-shaped clip set with old brilliant, brilliant, baguette and single-cut diamonds, and a central cluster of oval-cut rubies, diamonds approximately 4.25 carats total, length 6.2cm

£8,000 - 12,000 US\$9,700 - 15,000

107

#### A DIAMOND STRAP BRACELET, CIRCA 1950

The central line of graduated old brilliant-cut diamonds, between courses of smaller similarly-cut diamonds, diamonds approximately 19.20 carats total, length 17.8cm

£12,000 - 15,000 US\$15,000 - 18,000 108

## A RUBY AND DIAMOND PANEL BRACELET

Channel-set with a graduated line of square step-cut rubies, within a geometric framework of old brilliant and baguette-cut diamonds, with a concealed clasp, mounted in platinum, millegrain detail throughout, rubies approximately 21.00 carats total, diamonds approximately 5.50 carats total, length 17.5cm, fitted case

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from GCS stating that the rubies are of Thai origin, with no indications of heating. Report number 5777-7382, dated 20 October 2016.



#### A PAIR OF ART DECO DIAMOND BRACELETS, CIRCA 1930

Each designed as a highly articulated strap of old brilliant-cut diamonds connected by openwork buckle motifs millegrain-set with old brilliant and square-cut diamonds, with a concealed clasp, mounted in platinum, diamonds approximately 38.20 carats total, length 18.5cm each

£30,000 - 40,000 US\$36,000 - 49,000

One bracelet clasp is numbered '2' and the other bracelet clasp is numbered '3'. The pair of bracelets probably originally formed part of an art deco sautoir.

#### A SAPPHIRE AND DIAMOND DRESS RING

The oval-cut sapphire, weighing 6.24 carats, within a pierced millegrain concave gallery, set with brilliant-cut diamonds, ring size N

£40,000 - 60,000 US\$49,000 - 73,000

Accompanied by a report from GCS stating that the sapphire is of Burmese origin, with no indications of heating. Report number 5777-7289, dated 13 October 2016.



#### A PAIR OF NATURAL PEARL AND DIAMOND PENDENT **EARRINGS**

Each surmount designed as a cluster of brilliant, tapered baguette and baguette-cut diamonds, suspending an 11.80 x 19.15mm and 11.75 x 19.95mm pearl, diamonds approximately 6.40 carats total, central clusters detachable to be worn as earstuds, length 6.9cm

£40,000 - 60,000 US\$49,000 - 73,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 88223, dated 24 October 2016.

#### 112

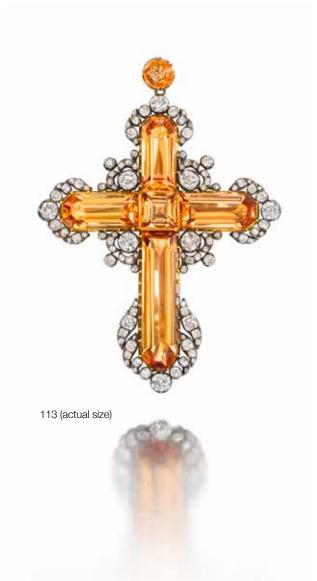
## A SINGLE-STRAND NATURAL PEARL NECKLACE

The 93 natural pearls, measuring from 5.35 to 12.00mm, graduating in size from the centre, with a lozenge clasp set with pear-shaped diamonds, diamonds approximately 1.20 carats total, length 67.0cm

£80,000 - 120,000 US\$97,000 - 150,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 88224, dated 12 October 2016.





# AN IMPERIAL TOPAZ AND DIAMOND CROSS PENDANT, **CIRCA 1830**

The Eastern cross formed from five specially cut topaz, within openwork collet settings, within scrolling borders of old brilliant and rose-cut diamonds, suspended from a circular-cut topaz surmount, mounted in silver and gold, accompanied by an associated snake-link chain, diamonds approximately 7.30 carats total, length 8.9cm

£50,000 - 60,000 US\$61,000 - 73,000

Accompanied by a report from SSEF stating that the topaz shows no indications of heating and may be called "Imperial Topaz" in the trade. Report number 87300, dated 30 August 2016.

Also accompanied by an Appendix Letter from SSEF stating that this topaz pendant merits special appreciation for its extraordinary characteristics. The topaz are commended for their large size and wellproportioned cuts as well as their matching purity, transparency and pinkish-orange colour. Appendix number 87300, dated 30 August 2016.





114 (part lot)

# A DIAMOND NECKLACE AND EARRING SUITE, CIRCA 1820

The necklace composed of a series of graduating openwork elliptical links, each with highly stylised floral and foliate decoration, suspending a detachable pear-shaped drop with quatrefoil centre, accompanied by a pair of pendent earrings of similar drop-shaped design, with central pear-shaped diamonds weighing 1.74 and 2.08 carats, mounted in silver and gold, remaining diamonds approximately 50.00 carats total, several links detachable, can be formed into a bracelet, the two largest links can be worn as brooches, necklace length 44.7cm, pendant length 4.5cm, earring length 6.9cm

£40,000 - 60,000 US\$49,000 - 73,000





#### 115

#### AN ART DECO EMERALD AND DIAMOND BRACELET, **BY CHAUMET, CIRCA 1930**

Set with five cabochon emeralds, of sugarloaf and oval shape, alternating with old brilliant-cut diamonds, between courses of tapered baguette-cut diamonds and baguette-cut diamond buckle-shaped links, emeralds approximately 25.00 carats total, Chaumet maker's mark, French assay mark, length 16.2cm

£100,000 - 150,000 US\$120,000 - 180,000

Accompanied by a report from SSEF stating that the emeralds are of Colombian origin, with indications of moderate oil in fissures. Report number 88465, dated 25 October 2016.

Accompanied by a report from C. Dunaigre Switzerland stating that the emeralds are of Colombian origin, with indications of insignificant to minor clarity enhancement. Report number CDC 1005402/1-5, dated 13 May 2010.





# 116 A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 11.17 carats, within a four-claw setting, ring size L1/2

£380,000 - 400,000 US\$460,000 - 490,000

Accompanied by a report from GIA stating that the diamond is E colour, WS2 clarity. Report number 2173972114, dated 25 October 2016.

Accompanied by a report from GIA stating that the diamond is E colour, WS2 clarity. Report number 15710755, dated 8 February 2007.





# AN ART DECO EMERALD SINGLE-STONE RING, CIRCA 1920

The large cut-cornered step-cut emerald, weighing 14.70 carats, within a gallery decorated with rose-cut diamonds, between shoulders set with old brilliant, single and rose-cut diamonds, mounted in platinum, French assay mark, ring size N1/2

£150,000 - 200,000 US\$180,000 - 240,000

Accompanied by a report from SSEF stating that the emerald is of Colombian origin, with no indication of clarity modification. Report number 88466, dated 25 October 2016.

Accompanied by an appendix letter from SSEF stating that a natural emerald from Colombia of this size and quality is rare and exceptional and merits special mention and appreciation. The emerald demonstrates hallmarks of Colombian emeralds from the famous mining areas of Muzo, Coscuez and Chivor.

Accompanied by a report from C. Dunaigre Switzerland stating that the emerald is of Colombian origin, with indications of insignificant clarity enhancement. Report number CDC 1305503, dated 13 May 2013.

Accompanied by a report from the French Gemological Laboratory stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 206257, dated 13 March 2013.





118

# 118

# AN ART DECO EMERALD AND DIAMOND BRACELET, **BY CARTIER, CIRCA 1935**

The series of undulating square-shaped links pavé-set with brilliant-cut diamonds, each centrally set with a cut-cornered step-cut emerald between two baguette-cut diamonds, connected by step and baguettecut diamond flowerheads, mounted in platinum, emeralds approximately 18.50 carats total, diamonds approximately 17.00 carats total, signed Cartier London, numbered 434066/6234, length 18.5cm

£80,000 - 100,000 US\$97,000 - 120,000

Two emeralds, weighing 3.65 and 2.64 carats, were tested and are accompanied by a report from GCS stating that they are of Colombian origin, with indications of minor clarity enhancement. Report number 5777-7434, dated 24 October 2016.





# 119 A DIAMOND SINGLE-STONE RING

Set with a pear-shaped diamond, weighing 12.08 carats, French workshop mark, French assay mark, ring size K, accompanied by a Van Cleef & Arpels pouch

£500,000 - 700,000 US\$610,000 - 850,000

Accompanied by a report from GIA stating that the diamond is  $\ensuremath{\mathsf{D}}$ colour, WS1 clarity. Report number, 2175679367, dated 9 June 2016.





120

# A FANCY PINK-BROWN DIAMOND RING

The step-cut diamond, weighing 21.33 carats, between split shoulders set with baguette-cut diamonds, ring size L1/2

£600,000 - 800,000 US\$730,000 - 970,000

Accompanied by a report from GIA stating that the diamond is Fancy Pink-Brown, natural colour, WS2 clarity. Report number 5171972188, dated 26 October 2016.

Accompanied by a photocopy of a report from GIA stating that the diamond is Fancy Pink-Brown, natural colour, WS2 clarity. Report number 5151269727, dated 5 March 2013.



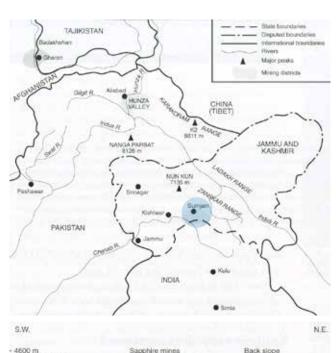
# AN IMPORTANT KASHMIR SAPPHIRE

Sapphires hailing from Kashmir display a vivid velvety blue hue that is unique to the region. They are among the most highly-prized gems due to their rarity and their scarcity; while there are still superfine sapphires to be found in Burma and Sri Lanka, no mining activity has taken place in Kashmir for many decades and the mine that yielded the finest specimens was largely exhausted by 1887, after only six years of production.



View of the Kashmir sapphire mines, 1887-9, one of the earliest photos of the fabled deposit. In 1890 geologist T.D. La Touche, on behalf of the British Indian Government, undertook a detailed survey of the area for the Maharajah of Kashmir and his findings were published in 1890.

Kashmir sapphires were first discovered in the late 1870s/early1880s high up in the snow-clad Great Himalayas of north-western India where a landslide revealed hitherto unknown deposits in a rock valley 4500m above sea level. By 1882 the Maharaja of Kashmir had taken control of the mine that could only be worked from July-September each year due to the high altitude and near perpetual heavy snowfall. Because of its remote location mining techniques were always primitive. This first mine, known as the Old Mine, was really just a series of shallow pits sunk into the rock. Apparently, the first specimens were so huge and abundant, they were studded in places as thick as "plums in a pudding" and could be plucked from the rock. By 1887 the Old Mine was nearly exhausted and a New Mine, on the valley floor 250m below, gave up some fine sapphires but they were generally of lesser quality, size and quantity. The area was worked sporadically until the late 1920s/early 1930s but the glory years of the 1880s were never repeated. Legend tells that the finest stones from this 30-40 year period were all acquired by the Maharaja and jealously guarded in the chambers of the Kashmir State Treasury. British geologist, Charles Stewart Middlemiss, Superintendent of the Mineral



Location and geology of the Kashmir sapphire mines. Based on the map in C.S Middlemiss's "Reports of the Mineral Survey of Jammu and Kashmir", 1931.

Survey of Jammu and Kashmir State from 1917 until 1930, recorded seeing some of this fabled hoard, describing the sacks of rough and cut gems as a "king's ransom", with some sapphires the size of polo balls.

Today, Kashmir sapphires set the standard against which all other sapphires are measured and are avidly sought by collectors who are prepared to pay princely sums for top-quality specimens from this extraordinary period in the history of gemmology.

# Further reading

Richard W. Hughes, "Ruby & Sapphire", RWH Publishing, 1997

\*Albert Ramsay (with Boyden Sparkes), "Bright Jewels of the Mine", 1934

"In India my eyes have been dazzled by such jewels as never have been seen by the Western world." \*







121 (actual size)

# A SAPPHIRE SINGLE-STONE RING

The cushion-shaped sapphire, weighing 14.13 carats, within a double four-claw setting, ring size M1/2

# £600,000 - 800,000 US\$730,000 - 970,000

Accompanied by a report from AGL stating that the sapphire is Classic Kashmir, with no indications of heating. Report number CS 1079419, dated 24 October 2016.

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

Accompanied by a report from GCS stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 5776-6623, dated 5 August 2016.

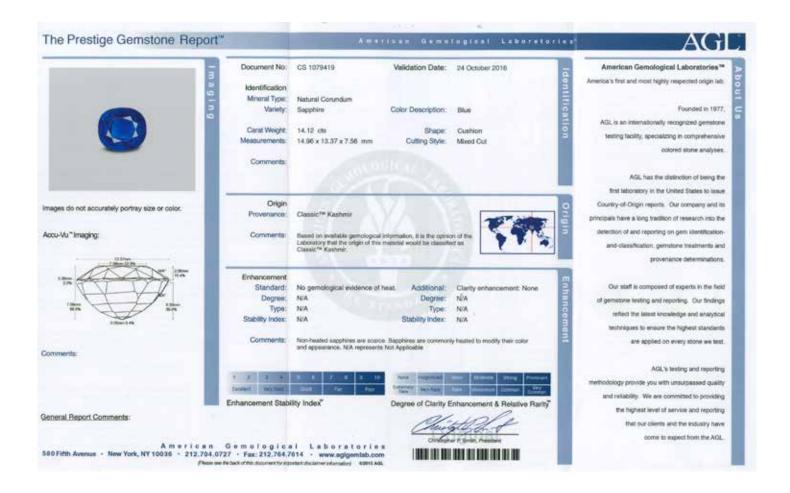
This sapphire has been in the vendor's family for over 100 years. It was acquired by the vendor's grandfather during his travels in Asia in the early 20th century.











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# **Diamond Grading**

# Colour

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

# Clarity

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

# **CERTIFIED DIAMOND INDEX**

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
3.02	step	F	VVS2	nil	GCS	63
3.49	triangular	F	VS1	medium	GCS	81
3.56	marquise	D	VVS1 (pot)	none	GIA	9
3.84	asscher	G	VS2	nono	GIA	59
3.04	assurer	Н	VS1	none	GCS	59
4.44	step	F	VVS2	nil	HRD	83
5.31	oval	F	SI1	strong blue	GIA	82
7.33	square step	G	VS2	medium blue	GIA	77
8.01	step	L	VS2	faint	Precious Stone Lab	50
9.90	brilliant	Tinted	VS1	slight	Gem Testing Lab of GB	37
11.17	brilliant	E	VVS2	faint	GIA	116
12.08	pear	D	VVS1	none	GIA	119

# CERTIFIED FANCY COLOURED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
4.33	brilliant	Fancy Yellow	VVS2	nil	HRD	30
21.33	step	Fancy Pink-Brown	VVS2	none	GIA	120

# **CERTIFIED SAPPHIRE INDEX**

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
3.38	step	Sri Lanka	none	GCS	74
6.24	oval	Burma	none	GCS	110
8.93	oval	Sri Lanka (pink)	none	French Gem Lab	69
10.50	oval	Sri Lanka	none	GCS	40
10.82	cabochon	Sri Lanka	none	GCS	24
12.20	step	unstated (yellow)	none	Gem & Pearl Lab	60
14.12	cushion	Kashmir	none	SSEF & AGL & GCS	121
14.66	step	Burma	none	AGL	98
17.00	oval cabochon	GCS: Burma Gem & Pearl Lab: unstated	none	GCS & Gem & Pearl Lab	102
18.77	oval	Sri Lanka	none	SSEF	73
20.02	oval	Sri Lanka (yellow)	none	Carat Gem Lab	70
29.12	cushion	Sri Lanka	none	Gem & Pearl Lab	36

# **CERTIFIED RUBY INDEX**

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
1.40	oval	Burma	none	GCS	92
tot. 3.80	octagonal & French	Burma	none	GCS	90
4.25	cushion	Tanzanian	none	GCS	100
tot. 21.00	square	Thailand	none	GCS	108

# **CERTIFIED EMERALD INDEX**

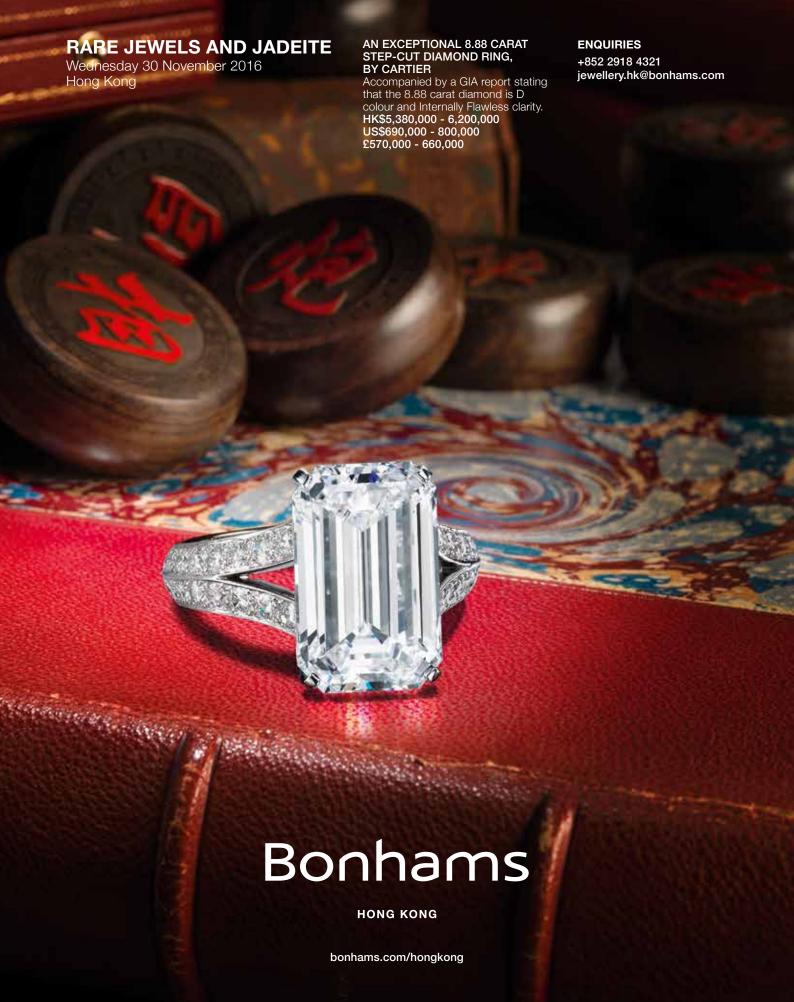
Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
1.10	step	Colombia	minor	GCS	92
4.52	step	Colombia	SSEF: moderate GRS: minor	GRS & SSEF	48
5.02	step	Colombia	SSEF: minor GRS: insignificant	GRS & SSEF	48
tot. 6.29	step	Colombia	minor	GCS	118
6.37	step	Colombia	minor	AGL	57
9.72	step	Colombia	moderate	GCS	29
14.70	step	Colombia	LFG: minor C. Dunaigre: insignificant SSEF: None	LFG & C. Dunaigre SSEF	117
tot. 16.92	drop cabochon	Colombia	significant	GCS	46
20.00	bead	Colombia	moderate	GCS	19
25.00	cabochon	Colombia	moderate	SSEF	115
tot. 35.00	briolettes	Colombia	moderate	GCS	15

# CERTIFIED OTHER STONE INDEX

Stone	Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
Topaz	60.52	step	unstated ("Imperial Topaz")	None	SSEF	51
Topaz	70.00	various	unstated ("Imperial Topaz")	None	SSEF	113

# **CERTIFIED PEARL INDEX**

No. of Natural Pearls	Shape	Dimensions	Colour	Laboratory Report	Lot No.
0	dron	10.10-10.90x14.30mm	alight aroom	SSEF & CISGEM	87
2	drop	10.50-10.70x13.80mm	slight cream	SSEF & CISGEIVI	01
2	aliabtly barague	11.80-13.80x19.19mm	white/slightly cream	COEE	111
	slightly baroque	11.75-13.30x19.95mm	write/slightly cream	33EF	111
93	round to roundish	5.35-12.00mm	white to light cream	SSEF	112
253	round	3.40-7.90mm	white to light cream	SSEF & CISGEM	89





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# POST-WAR & CONTEMPORARY ART

Thursday 9 February 2017 New Bond Street, London

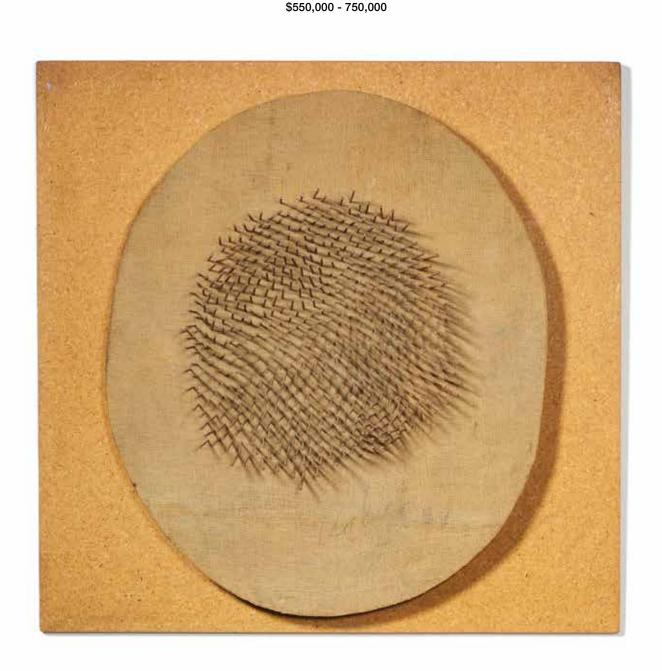
# **GÜNTHER UECKER (B. 1930)**

Oval, 1958
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# **NOTICE TO BIDDERS**

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

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

# 1. OUR ROLE

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

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

# 2. LOTS

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

# Contractual Description of a Lot

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

### **Estimates**

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

# **Condition Reports**

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

# The Seller's responsibility to you

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

# Bonhams' responsibility to you

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

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

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

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

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

#### **Alterations**

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

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT FXAMINFD 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 l ot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down. by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

# 5. BIDDING

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

# 8. VA

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

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

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

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

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

#### 9. PAYMENT

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

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

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

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W14 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

# 10. COLLECTION AND STORAGE

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

# 11. SHIPPING

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

# 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to excort 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 RBISTOL RS1 6FB

Tel: +44 (0) 117 372 8774

# 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

#### 15. BOOKS

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

# 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

# Proof of Firearms

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

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

# **Guns Sold as Parts**

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

# **Condition of Firearms**

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

# Original Gun Specifications Derived from Gunmakers

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

# Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

# **Taxidermy and Related Items**

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

# 18. FURNITURE

# Upholstered Furniture

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

# 19. JEWELLERY

#### 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 decrees, 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.

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

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

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

# **Bottling Details and Case Terms**

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

CB - Château bottled

DB – Domaine bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

### SYMBOLS

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

# DATA PROTECTION - USE OF YOUR INFORMATION

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

# **APPENDIX 1**

# 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.

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

# 2 SELLER'S UNDERTAKINGS

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

# B DESCRIPTIONS OF THE LOT

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

# 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

# RISK, PROPERTY AND TITLE

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

# 6 PAYMENT

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

# COLLECTION OF THE LOT

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- 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 vou.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

# THE SELLER'S LIABILITY

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

# 10 MISCELLANEOUS

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

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

# 11 GOVERNING LAW

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

# **APPENDIX 2**

### BUYER'S AGREEMENT

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

### 1 THE CONTRACT

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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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

# 4 COLLECTION OF THE LOT

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

- If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of Ω3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

# 5 STORING THE LOT

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

# 6 RESPONSIBILITY FOR THE LOT

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

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

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

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

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 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

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

# 10 OUR LIABILITY

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

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

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

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

# 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

# but not if:

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

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

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

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

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

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

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

# 12 MISCELLANEOUS

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

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

# 13 GOVERNING LAW

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

# DATA PROTECTION - USE OF YOUR INFORMATION

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

# **APPENDIX 3**

# **DEFINITIONS AND GLOSSARY**

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

# LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
  "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- **"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- **"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

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

# GLOSSARY

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

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

# SALE OF GOODS ACT 1979

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

- "Section 12 Implied terms about title, etc
- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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