FINE JEWELLERY Thursday 27 April 2017



Bonhams

LONDON



FINE JEWELLERY



135









87 A DIAMOND CROSSOVER RING, BY BOODLES, 2013

AN ENAMEL AND DIAMOND 'SERPENTI' BRACELET-WATCH, BY BULGARI, 1967

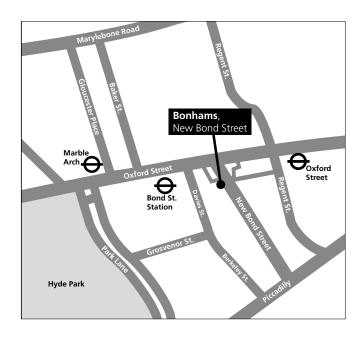
136 A RUBY SINGLE-STONE RING

A DIAMOND 'FUCHSIA' BROOCH AND EARCLIP SUITE, BY VAN CLEEF & ARPELS, CIRCA 1990

138 A DIAMOND SINGLE-STONE RING

A 19TH CENTURY
DIAMOND RIVIÉRE

SALE INFORMATION



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FINE JEWELLERY

Thursday 27 April 2017 at 2pm New Bond Street, London

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ILLUSTRATIONS

Front cover: Lot 141 Back cover: Lot 137 Inside front cover: Lot 139 Inside back cover: Lot 135

SALE NUMBER

24172

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.

Bonhams 1793 Limited

Registered No. 4326560 Registered Office: Montpelier Galleries Montpelier Street, London SW7 1HH

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The necklace designed as a series of delicate yet elaborate floral and foliate plaques in engraved three-colour gold with minute gold bead decoration, set throughout with vari-cut foil-backed gems including garnet and chrysoberyl, connected by half pearl and gem-set floral connecting links, the converted earrings of similar design, necklace length 43.0cm, earrings length 4.4cm, fitted case by Wartski, 138 Regent Street London

£4,000 - 6,000 US\$4,900 - 7,400

& LLandudno







2 A DIAMOND GIRANDOLE BROOCH, **CIRCA 1830**

Set to the centre with a cushion-shaped diamond cluster within an openwork scrolling foliate surround decorated throughout with similarly-cut diamonds, suspending three similarly-set pendants, diamonds approximately 10.50 carats total, length 7.3cm, width 5.2cm, fitted case by SJ Phillips Ltd, 139 New Bond Street, London

£6,000 - 8,000 US\$7,400 - 9,900

AN UNMOUNTED **FANCY-COLOURED DIAMOND**

The old brilliant-cut diamond, weighing 0.94 carat, of purplish pink tint

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GIA stating that the diamond is Fancy Purplish Pink, natural colour, SI2 clarity. Report number 5182177063, dated 24 February 2017.

A FANCY-COLOURED DIAMOND RING

The pear-shaped diamond, weighing 1.93 carats, of pink tint, ring size 01/2

£15,000 - 20,000 US\$19,000 - 25,000

Accompanied by a report from GIA. Please refer to the department for further information.

Accompanied by a report from Anchorcert stating that the pink diamond is of natural colour. Report number 1/20571-001, dated 8 July 2010.



5 A PAIR OF DIAMOND PENDENT EARRINGS

The old pear-shaped diamonds, weighing 1.07 and 1.25 carats, suspended from marguise-cut diamond surmounts, marguise-cut diamonds approximately 0.75 carat total, length 2.2cm, cased by AN Guy, Buenos Aires

£12.000 - 15.000 US\$15,000 - 19,000

Accompanied by a report from GIA stating the diamond weighing 1.07 carats is F colour, SI1 clarity. Report number 5182159631, dated 7 February 2017.

Accompanied by a report from GIA stating the diamond weighing 1.25 carats is G colour, SI2 clarity. Report number 6187159680, dated 23 February 2017.

Accompanied by additional letters from GIA stating that the diamond weighing 1.07 carat is Type Ia, and the diamond weighing 1.25 carats is Type IIa.

A COLOURLESS BERYL AND PASTE DEVANT DE CORSAGE, PORTUGUESE, THIRD QUARTER OF THE 18TH CENTURY

Designed as a ribbon bow, the stylised flower head motif issuing from the centre, set throughout with vari-cut foiled colourless beryl, suspending a pear-shaped pendant, composed of foiled paste in closed-back settings, mounted in silver, may be worn as a brooch or pendant, length 10.3cm, cased

£6,000 - 8,000 US\$7,400 - 9,900

For similar examples of Portuguese jewels of this period, see d'Oray, Leonor, "Five Centuries of Jewellery", Zwemmer, London/Instituto Portugues de Museus, Lisbon, 1995, pages 84 and 85.



AN EARLY 18TH CENTURY GOLD AND DIAMOND NECKLACE, PORTUGUESE

Designed as a series of ribbon-bow motif links suspending a girandole fringe, the central larger girandole with an additional foliate link, set throughout with table and rose-cut diamonds in closed-back collet settings, length 37.0cm, original fitted case by Franklin, 37 Duke Street, London

£10,000 - 15,000 US\$12,000 - 19,000

A GEORGIAN DIAMOND PANEL BRACELET, LAST QUARTER OF THE 18TH CENTURY

Composed of 12 rectangular plaques pavé-set with cushion-shaped and old brilliant-cut diamonds, between courses of smaller similarlycut diamonds in lozenge-shaped collets, threaded on sprung wires, closed-back silver settings throughout, diamonds very approximately 15.00 carats total, length 16.6cm

£8,000 - 10,000 US\$9,900 - 12,000







9 AN EMERALD AND DIAMOND GIRANDOLE BROOCH, **CIRCA 1830 AND LATER**

The central openwork scrolling volutes set with pear and cushion-shaped diamonds, surmounted by a circular cabochon carved emerald, suspending three carved emerald pendants, the central drop of foliate design, mounted in silver and gold, diamonds approximately 13.65 carats total, composite, length 7.8cm, width 6.4cm, fitted case

£8,000 - 12,000 US\$9,900 - 15,000

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.99 carats, between tiered baguette-cut diamond shoulders, ring size O

£20,000 - 30,000 US\$25,000 - 37,000

10

A DIAMOND BROOCH, CIRCA 1890

Designed as a highly stylised floral bouquet, the central bloom set with cushion-shaped diamonds, the scrolling interlocking basket issuing a foliate surround decorated throughout with similarly-cut diamonds, diamonds approximately 7.30 carats total, width 6.6cm, fitted cased

£4,000 - 6,000 US\$4,900 - 7,400







A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 4.12 carats, between pierced bifurcated shoulders, mounted in 18 carat white gold, London hallmark, ring size K

£15.000 - 20.000 US\$19,000 - 25,000

A MID 19TH CENTURY FANCY-**COLOURED DIAMOND, DIAMOND** AND EMERALD BROOCH/PENDANT

The openwork cartouche set with a central cushion-shaped diamond, weighing 5.48 carats, of yellow tint, within a similarly-cut diamond border and scrolling foliate tendrils, accented by a step-cut emerald surmount and pear-shaped emerald drop, mounted in silver and gold, remaining diamonds approx. 6.60cts, length 7.2cm

£25,000 - 35,000 US\$31,000 - 43,000

Accompanied by a certificate from GCS stating that the central diamond is Fancy Light Yellow, natural colour, I1 clarity. Report number 5777-7613, dated 10th November 2016.

AN EMERALD AND DIAMOND RING

The step-cut emerald, weighing 17.99 carats, within a surround of brilliant-cut diamonds, diamonds approximately 2.40 carats total, ring size L

£45.000 - 50.000 US\$56,000 - 62,000

Accompanied by a report from GIA stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5161039422, dated 9 May 2014.











AN EMERALD AND DIAMOND RING

The square step-cut emerald, weighing 10.13 carats, within a mount entirely pavé-set with brilliant-cut diamonds and circular-cut emeralds, ring size M1/2

£20,000 - 30,000 US\$25,000 - 37,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the emerald is of Colombian origin, with negligible clarity enhancement. Report number 13855, dated 28th February 2017.

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 8.80 carats, within an eight-claw setting, ring size M1/2

£30,000 - 40,000 US\$37,000 - 49,000

Accompanied by a report from GCS stating that the diamond is N-R colour, VS2 clarity. Report number 5777-8913, dated 6 March 2017.

AN EMERALD AND DIAMOND RING

The step-cut emerald, weighing 6.98 carats, between tapered baguette-cut diamond three-stone shoulders, ring size O

£15,000 - 18,000 US\$19,000 - 22,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5777-9179, dated 7 March 2017.

18 ^Ω

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.32 carats, to a hinged polished band, accompanied by a tool to open and close the band, ring size G1/2

£10,000 - 15,000 US\$12,000 - 19,000

A MID 20TH CENTURY DIAMOND BRACELET

Of graduating openwork design, the central row of brilliant-cut diamonds between courses of similarly-cut diamonds, diamonds approximately 11.00 carats total, length 17.9cm

£10,000 - 12,000 US\$12,000 - 15,000

A TWO-ROW NATURAL PEARL NECKLACE

Composed of 162 natural pearls, measuring from 4.2mm x 4.4mm to 8.6mm x 9.0mm, with a cultured pearl, circular-cut emerald and singlecut diamond foliate clasp, circa 1960, maker's marks, French assay marks, length 52.3cm

£15,000 - 20,000 US\$19,000 - 25,000

Accompanied by a report from The Gem and Pearl Laboratory stating that the pearls are natural, saltwater origin. Report number 13828, dated 17th February 2017.



20







A DIAMOND AND SEED PEARL PENDANT/NECKLACE

The principal cushion-shaped diamond, weighing 4.91 carats, suspended from a knife-edge bar and crescent-shaped surmount set with similarly-cut diamonds, on a belcher-link chain spectacle-set with brilliant-cut diamonds and seed pearl spacers, *remaining diamonds approximately 1.75 carats total, composite, pendant length 3.4cm, necklace length 55.1cm*

£12,000 - 18,000 US\$15,000 - 22,000

22

A PAIR OF NATURAL PEARL AND DIAMOND EARRINGS

Each bouton-shaped pearl, measuring 8.7 - 8.8 x 6.7mm and 8.8 - 8.8 x 6.4mm, within a cushion-shaped diamond surround, suspended from a pair of similarly-cut diamonds, diamonds approximately 1.70 carats total, length 2.1cm

£4,000 - 6,000 US\$4,900 - 7,400

Accompanied by a report from Laboratoire Francais de Gemmologie stating that the two pearls are natural, saltwater. Report number 316017, dated 3 February 2016.

23

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 2.71 carats, within a four-claw setting, $\emph{ring size } \emph{L}$

£12,000 - 15,000 US\$15,000 - 19,000

Accompanied by a report from GIA stating that the diamond weighing 2.71 carats is H colour, VS1 clarity. Report number 5181225159, dated 17 March 2017.

24

A LATE 19TH CENTURY/EARLY 20TH CENTURY DIAMOND RIVIÉRE

Composed of 46 cushion-shaped diamonds graduating in size from the centre, collet-set in silver and gold, diamonds approximately 18.40 carats total, length 42.6cm

£14,000 - 18,000 US\$17,000 - 22,000

25

A SAPPHIRE, DIAMOND AND PEARL PENDANT/BROOCH, CIRCA 1880

Of foliate design, the central cushion-shaped sapphire within a similarly-cut sapphire and diamond surround, suspending a detachable pearl drop, the fleur-de-lys suspensory loop also detachable, mounted in silver and gold, diamonds approximately 6.65 carats total, length 7.5cm, fitted case by Carrington & Co, 139 Regent Street, London

£5,000 - 7,000 US\$6,200 - 8,700

Accompanied by a report from GCS stating that the sapphires are of Basaltic origin, with no indications of heating. Report number 5777-9211, dated 7 March 2017.

Accompanied by a report from GCS stating that the pearl is natural, saltwater. Report number 5777-9451, dated 22 March 2017.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.





A DIAMOND FLORAL SPRAY BROOCH, **CIRCA 1880**

The principal old brilliant-cut diamond flowerhead mounted en tremblant, on a foliate spray set throughout with similarlycut diamonds, mounted in silver and gold, diamonds approximately 13.00cts total, additional brooch fitting, length 10.1cm, fitted case by Parkes, 12 Vigo Street, London

£10,000 - 12,000 US\$12,000 - 15,000

A LATE 19TH CENTURY DIAMOND FLORAL SPRAY BROOCH

The two principal flowerheads decorated with cushion-shaped diamond stamen to unfurling petals and foliage set throughout with similarly-cut and rose-cut diamonds, mounted in silver and gold, diamonds approximately 19.45 carats total, French assay mark, the two flowerheads may be worn as individual brooches or a pendant, additional fittings supplied, length 12.5cm

£8,000 - 12,000 US\$9,900 - 15,000

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 11.78 carats, ring size O

£60,000 - 80,000 US\$74,000 - 99,000

Accompanied by a report from GCS stating that the diamond is S-Z colour, VS1 clarity. Report number 5777-8679, dated 3rd February, 2017.



AN EMERALD AND DIAMOND TIARA, FIRST HALF OF 20TH CENTURY

Composed of three flowerhead motifs, mounted en tremblant, the largest to the centre, set throughout with old brilliant-cut diamonds and pear-shaped emerald stamens, the three flowerhead motifs detach to form seperate brooches, diamonds approximately 30.50 carats total, cased

£12,000 - 15,000 US\$15,000 - 19,000



A TWO-ROW NATURAL PEARL NECKLACE, CIRCA 1915

The graduating rows of natural pearls, measuring approximately 3.00mm to 7.00mm, with a millegrain-set old brilliant and rose-cut diamond clasp, length shortest row 42.5cm (including clasp)

£5.000 - 7.000 US\$6,200 - 8,700

Accompanied by a report from GCS stating that the pearls are natural, saltwater, with one beaded saltwater cultured pearl. Report number 5777-9423, dated 23 March 2017.

A PAIR OF DIAMOND PENDENT EARRINGS

Each old brilliant-cut diamond drop, weighing 2.03 and 1.95 carats, suspended from an articulated trio of similarly-cut diamonds, remaining diamonds approximately 2.80 carats total, length 2.8cm, cased

£10,000 - 15,000 US\$12,000 - 19,000

A NATURAL PEARL AND DIAMOND PENDANT

The natural 15.2mm x 10.5mm pearl drop, of cream tint, suspending from a line of cushion-shaped diamonds, diamonds approximately 0.95 carat total, length 4.9cm

£4.000 - 6.000 US\$4,900 - 7,400

Accompanied by a report from GCS stating that the pearl is natural, saltwater. Please refer to the department for further information.



A DIAMOND STRAP BRACELET, CIRCA 1950

The front set with three principal brilliant-cut diamonds within a scrolling surround of brilliant, single and baguette-cut diamonds, on an articulated brilliant-cut diamond strap with baguette-cut diamond accents, diamonds approximately 18.40 carats total, length 17.6cm, cased by Parsons Ltd, 16 Old Market Street, Bristol

£15,000 - 20,000 US\$19,000 - 25,000

AN ART DECO DIAMOND BRACELET, FRENCH, CIRCA 1925

The articulated strap of pierced floral motifs, millegrain-set throughout with old brilliant and single-cut diamonds, diamonds approximately 9.00 carats total, French assay marks, length 18.2cm

£9.000 - 12.000 US\$11,000 - 15,000

A STEP-CUT DIAMOND RING

The step-cut diamond, weighing 3.01 carats, between trapezoid-cut diamond shoulders, ring size L1/2

£35,000 - 40,000 US\$43,000 - 49,000

Accompanied by a report from GIA stating that the diamond weighing 3.01 carats is E colour, WS1 clarity, Potential. Report number 5182215395, dated 9 March 2017.

Accompanied by a report from IGI stating that the diamond weighing 3.01 carats is F colour, IF clarity. Report number 32854, dated 26 February 2013.

Accompabled by a report from IGI stating that the diamond weighing 0.42 carats is I colour, IF clarity. Report number 32893, dated 26 February 2013.

Accompanied by a report from IGI stating that the diamond weighing 0.26 carats is I colour, VS clarity. Report number 32894, dated 26 February 2013.









A SAPPHIRE AND DIAMOND RING, CIRCA 1965

The oval-cut sapphire, weighing 4.51 carats, within a surround of marguise and tapered baguette-cut diamonds, diamonds approximately 1.45 carats total, ring size P

£6,000 - 8,000 US\$7,400 - 9,900

Accompanied by a report from GCS stating that the sapphire is of Basaltic origin, with indications of heating. Report number 5777-8917, dated 1 March 2017.

37

AN EMERALD AND DIAMOND RING

The cushion-shaped emerald within a baguette-cut and bullet-shaped diamond surround, mounted in platinum, emerald approximately 3.20 carats, diamonds approximately 0.50 carat total, AJW maker's mark, London hallmark for 1998, European convention marks, ring size N1/2, cased by J.W Benson Ltd, 28 Royal Exchange, London

£5,000 - 7,000 US\$6,200 - 8,700

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of moderate clarity enhancement. Report number 5777-8589, dated 19 January 2017.

38

A DIAMOND SINGLE-STONE RING

The principal step-cut diamond, weighing 3.70 carats, between tiered baguette-cut diamond shoulders, remaining diamonds approximately 0.95 carat total, ring size K

£15.000 - 20.000 US\$19.000 - 25.000

Accompanied by a report from GCS stating that the principal diamond is I colour, VS2 clarity. Report number 5777-8903, dated 7 March 2017.

39

AN ART DECO PLATINUM AND DIAMOND PLAQUE BROOCH, **CIRCA 1920**

The central old brilliant-cut diamond, within a pierced elongated geometric plaque pavé-set with brilliant and single-cut diamonds, mounted in platinum, principal diamond approximately 4.10 carats, remaining diamonds approximately 1.50 carats total, length 5.4cm

£25,000 - 30,000 US\$31,000 - 37,000

Accompanied by a report from GCS stating that the diamond weighing approximately 4.10 carats has been graded in the mount as I/J colour, VS1/VS2 clarity. Report number 5777-8898, dated 3rd March 2017.

AN ART DECO SAPPHIRE, SYNTHETIC SAPPHIRE **AND DIAMOND NECKLACE, CIRCA 1930**

The highly articulated cascade pendant set throughout with cushionshaped, old brilliant and single-cut diamonds, with a central sugarloaf cabochon sapphire, weighing 5.90 carats, terminating in three old brilliant-cut diamond drops, suspended from a two-row synthetic sapphire bead necklace, connected at intervals with similarly-cut diamond and calibré-cut synthetic sapphire buckle-shaped links, to a cushion-shaped sapphire clasp, mounted in platinum, diamonds approximately 8.20 carats total, partially struck maker's marks, French assay marks, necklace length 44.0cm

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GCS stating that sapphire weighing 5.90 carats is of Sri Lankan origin, with no indications of heating. Report number 5777-9323, dated 21 March 2017.



40

AN EARLY 20TH CENTURY MOTHER-OF-PEARL. ONYX AND DIAMOND JABOT PIN, BY GEORGES FOUQUET

Designed as a stylised mother-of-pearl, shaped onyx and rose-cut diamond bloom issuing from an onyx and rose-cut diamond vase, signed G. Fouguet, numbered 16399, maker's mark, French assay marks, length 11.5cm

£10,000 - 15,000 US\$12,000 - 19,000

This lot will be subject to USA Fish and Wildlife regulations if it is to be imported into the USA.

42

AN ART DECO DIAMOND AND ENAMEL 'GIMCRACK' CLIP. **BY CARTIER, CIRCA 1923**

Depicting a rooster encrusted with single-cut diamonds perched within a black enamel hoop, decorated along the bottom with a similarly-cut diamond 'Gimcrack' inscription, diamonds approximately 0.60 carat total, signed Cartier, London, length 2.9cm, fitted case by Cartier

£4,000 - 6,000 US\$4,900 - 7,400

'Gimcrack' was one of the most admired 18th Century British thoroughbred racehorses. His grandsire was The Godolphin Arabian who was one of three stallions to have founded the modern thoroughbred racehorse bloodstock; and Gimcrack enjoyed a prevalent racing career, winning 27 out of his 36 starts.

Today Gimcrack is best associated with the Gimcrack Stakes, a race named in his honour from 1846, run at York racecourse's Ebor Festival. By repute this brooch belonged to The Right Honourable Alice Stanley, Countess of Derby, who's husband Lord Derby owned the 1923 winner of the Gimcrack with Sansovino. It is possible this brooch was presented to The Countess in December 1923 at the annual Gimcrack dinner following the running of that year's race.

Gimcrack was also the subject of some of George Stubbs' finest work, after he was commissioned to paint the horse by Lord Bolingbroke, Gimcrack's owner.





AN ART DECO DIAMOND BROOCH, BY CARTIER, CIRCA 1930

The finely pierced plaque of repeating arabesque design, set throughout with bullet-shaped, old brilliant, baguette and single-cut diamonds, diamonds approximately 11.60 carats total, signed Cartier London, numbered 0078, width 6.0cm, Cartier case

£10,000 - 15,000 US\$12,000 - 19,000 44

A SPINEL AND DIAMOND RING, CIRCA 1915

The step-cut spinel, weighing 5.30 carats, within an octagonal surround of single-cut diamonds, diamonds approximately 0.40 carat total, ring size M

£15,000 - 20,000 US\$19,000 - 25,000

Accompanied by a report from GCS stating that the spinel is of Burmese origin, with no indications of heating. Report number 5777-9067, dated 27 February 2017.

45

AN ART DECO DIAMOND BRACELET, BY CARTIER, CIRCA 1925

The articulated integral-link strap pavé-set throughout with old brilliant and single-cut diamonds, with fine geometric pierced decoration, to an openwork buckle-shaped clasp, mounted in platinum, diamonds approximately 12.00 carats total, signed Cartier Londres, numbered 9324, length 17.8cm

£20,000 - 30,000 US\$25,000 - 37,000









A DIAMOND PLAQUE BROOCH, **BY BUCCELLATI, CIRCA 1939**

The lozenge-shaped panel of lace design, with a "tulle" ground overlaid by a pattern of old brilliant and rose-cut diamonds and similar border, with millegrain detail, mounted in platinum, principal diamond approximately 1.10 carats, remaining diamonds approximately 2.00 carats total, signed Buccellati, length 6.3cm

£4,000 - 6,000 US\$4,900 - 7,400

This lot exhibits one of the most recognisable hallmarks of the House of Buccellati, the honeycomb 'lace' motif. The intricate pattern, individually cut by hand, lends an exquisite lightness to the jewel which, accompanied by diamond and floral accents, closely resembles a fragment of lace. From the opening of the first Buccellati shop in Milan in 1919, the family company has been reknowned for their mastery of the goldsmiths' art, using Renaissance techniques and executing jewels with the highest level of craftsmanship and creativity.

A DIAMOND SINGLE-STONE RING, BY BUCCELLATI, CIRCA 1950

The old brilliant-cut diamond, weighing 4.60 carats, within an eight-claw setting, to a platinum mount decorated with foliate engraving throughout, signed Buccellati, ring size O (sizing band)

£14,000 - 18,000 US\$17,000 - 22,000

AN EARLY 20TH CENTURY RUBY AND DIAMOND RING

The navette-shaped plaque set to the centre with an oval-cut ruby, weighing 2.28 carats, within a pierced surround of old brilliant-cut diamonds with millegrain detail, diamonds approx. 1.00ct total, ring size M

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from SSEF stating that the ruby is of Burmese origin, with no indications of heating. Report number 87917, dated 22nd September 2016.





A RUBY AND DIAMOND RING, **CIRCA 1910**

The cushion-shaped ruby, weighing 2.31 carats, within a highly articulated mesh mount decorated with single-cut diamonds, ring size M

£8,000 - 12,000 US\$9,900 - 15,000

Accompanied by a report from GCS stating that the ruby is of Burmese origin, with no evidence of heat treatment. Report number 5777-8678, dated 20th February 2017.

A PAIR OF DIAMOND PENDENT **EARRINGS/RING COMBINATION, CIRCA 1920**

The old brilliant-cut diamond drops, weighing 2.57 and 2.51 carats, each within a finely pierced ribbon-bow garland surround set with single-cut diamonds, suspended from a line of similarly-cut diamonds and stylised surmount, millegrain detail throughout, the largest diamonds are detachable and may be worn as a two-stone ring, ring mount supplied, remaining diamonds approximately 0.90 carat total, earring length 5.1cm, ring size K1/2, fitted case by Ignazio Staccioli, Via Fontanella Borghese, Roma

£15,000 - 20,000 US\$19,000 - 25,000

A SAPPHIRE AND DIAMOND BRACELET, **CIRCA 1915**

The highly articulated strap of graduating calibré-cut sapphires between courses of old brilliant and single-cut diamonds, with additional palmette motifs to the centre, diamonds approx. 2.55cts total, French assay marks, length 18.6cm

£10,000 - 15,000 US\$12,000 - 19,000







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)

£3,000 - 5,000 US\$3,700 - 6,200

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 3.47 carats, ring size P

£15,000 - 20,000 US\$19,000 - 25,000

Accompanied by a report from GIA stating that the diamond is G colour, SI2 clarity. Report number 5182215367, dated 8 March 2017.

54

A SAPPHIRE AND DIAMOND RING

The oval-cut sapphire, weighing 8.03 carats, within a swirl surround of marquise-cut diamonds, diamonds approximately 2.40 carats total, ring size M (sizing band)

£4,000 - 6,000 US\$4,900 - 7,400

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-9180, dated 7 March 2017.



A SAPPHIRE AND DIAMOND **COLLAR NECKLACE, BY FARAONE**

The front composed of five cushion-shaped sapphire and brilliant-cut diamond clusters, connected by tapered baguette-cut diamond scrolls, on a backchain of brilliant-cut diamonds, sapphires approximately 17.50 carats total, diamonds approximately 5.00 carats, signed Faraone Milan, case by Faraone

£12,000 - 15,000 US\$15,000 - 19,000

Accompanied by a report from GCS stating that the sapphires weighing 4.09 and 3.49 carats are of Sri Lankan origin, with no indications of heating. Report number 5777-9376, dated 16 March 2017.

56

A SAPPHIRE AND DIAMOND **CLUSTER RING**

The cushion-shaped sapphire, weighing 12.89 carats, within a brilliant-cut diamond surround, diamonds approximately 1.60 carats total, ring size I½

£8,000 - 12,000 US\$9,900 - 15,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-9375, dated 16 March 2017.







AN AQUAMARINE AND DIAMOND RING, BY GÜBELIN

The step-cut aquamarine, weighing 31.13 carats, within a four-claw setting accented by brilliant-cut diamonds, between similarly-cut diamond shoulders, diamonds approximately 2.40 carats total, maker's mark, ring size L1/2

£4.000 - 6.000 US\$4,900 - 7,400

Accompanied by a report from GCS stating that the aquamarine is natural. Report number 5777-9373, dated 16 March 2017.

Accompanied by a copy of a report from Nederlands Edelsteen Laboratorium stating that the aquamarine is natural, and shows characteristics of "Santa Maria - type" aquamarine. Report number E16539, dated 3 December 2014.



58

A DIAMOND CLUSTER RING, CIRCA 1960

The stylised flowerhead set with a princiapl cushion-shaped old brilliant-cut diamond, weighing 2.89 carats, within a surround of marquise and baguette-cut diamonds, remaining diamonds approximately 2.00 carats total, ring size O, cased by Mappin & Webb Ltd, Regent Street, London

£5,000 - 7,000 US\$6,200 - 8,700

A DIAMOND DOUBLE-CLIP/BROOCH, CIRCA 1950

Designed as opposing swags of old brilliant and baguette-cut diamonds, diamonds approximately 11.50 carats total, width 5.4cm, fitted case by Antrobus, 130 Regent Street, London

£5,000 - 7,000 US\$6,200 - 8,700

60

AN ART DECO DIAMOND BRACELET, CIRCA 1930

The articulated bracelet composed of two geometric openwork plaques set with brilliant and baguette-cut diamonds, connected by similarly-cut diamond buckle-shaped links, diamonds approximately 18.40 carats total, length 18.2cm, cased by Parsons Ltd, 16 Old Market Street, Bristol

£15.000 - 18.000 US\$19,000 - 22,000



60



A DIAMOND NECKLACE/BRACELET COMBINATION, **CIRCA 1950**

Of geometric design, the frontispiece composed of a graduating series of baguette and brilliant-cut diamonds, to a fine back chain set with similarly-cut diamonds, convertible to two bracelets of varying size, may be worn as a choker or two bracelets, diamonds approximately 13.30 carats total, length of choker 39.3cm, case by John Bennett, 82 Park Street, Bristol

£8,000 - 10,000 US\$9,900 - 12,000

A PAIR OF DIAMOND PENDENT EARRINGS, CIRCA 1950

Each suspending a pair of detachable old brilliant-cut diamonds, the principal diamonds weighing 2.29 and 1.89 carats, from a stylised scroll surmount set with similarly-cut diamonds, remaining diamonds approximately 3.00 carats total, length 3.8cm, cased by Grey-Harris & Co., Princess Victoria Street, Bristol

£8,000 - 10,000 US\$9,900 - 12,000









A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 8.14 carats, between single-cut diamond shoulders, ring size $L\frac{1}{2}$

£30,000 - 50,000 US\$37,000 - 62,000

66

A KUNZITE AND DIAMOND RING, BY MARGHERITA BURGENER

The oval-cut kunzite, weighing 22.03 carats, within a surround of orbiting rings, pavé-set with brilliant-cut diamonds, diamonds approximately 2.95 carats total, signed Margherita Burgener, maker's mark, ring size N½, maker's case

£6,000 - 8,000 US\$7,400 - 9,900

67

A DIAMOND BRACELET, BY BOUCHERON

Deigned as a highly flexible mesh of old brilliant-cut diamonds, diamonds approximately 40.00 carats total, signed Boucheron Paris, maker's marks, numbered 8750, French assay marks, length 20.3cm

£45,000 - 50,000 US\$56,000 - 62,000



67

A SCULPTURAL RING, BY JEAN FILHOS, CIRCA 1975

Of abstract sinuous form, signed, numbered 3/8, French import mark, ring size L

£2,500 - 3,500 US\$3,100 - 4,300

Jean Filhos (1921-2002), was known for his series of erotic rings full of expression and movement.

69

A GOLD PYRAMID RING, BY CARTIER, CIRCA 1973

The openwork 14 carat gold ring designed as a four-sided pyramid, maker's mark for André Vassort, signed Cartier Inc, French export mark, UK import mark, ring size M, cased by Cartier

£4,000 - 6,000 US\$4,900 - 7,400

André Vassort created jewels for the major Place Vendôme jewellers such as Cartier, Boucheron and Van Cleef & Arpels. He worked from the 1950s, often experimenting with the use of 18 carat yellow gold.

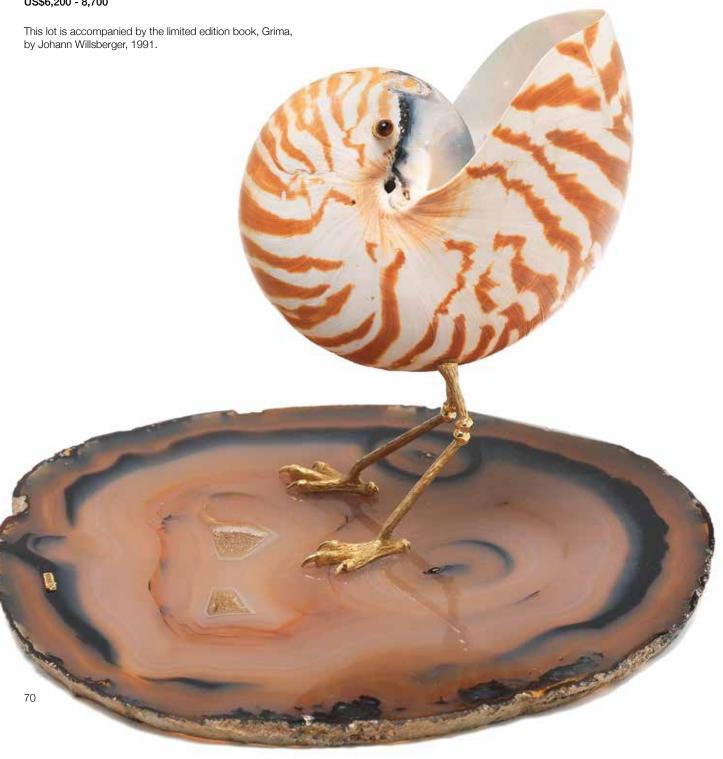




A GEM-SET 'SUPER SHELL' OBJECT D'ART, BY ANDREW GRIMA, CIRCA 1972

The nautilus shell designed to represent a seagull landing on a polished agate plaque, with collet-set garnet eyes and textured legs, signed Grima, length 17.5cm, height 12.5cm, fitted maker's case

£5,000 - 7,000 US\$6,200 - 8,700









72 A GOLD, DIAMOND AND FIRE OPAL "CINNAMON STICK" **BROOCH/PENDANT, BY ANDREW GRIMA, 1970**

The oval-cut fire opal nestled in an arrangement cinnamon sticks, cast in 18 carat yellow gold, with a brilliant-cut diamond accent, signed Grima, maker's mark HJCo, London hallmark, length 8.1cm, maker's pouch

£5,000 - 7,000 US\$6,200 - 8,700

AN AGATE NODULE, EMERALD AND GOLD BROOCH, **BY ANDREW GRIMA, 1975**

The crystalised agate formed as twinned circles of concentric banding, each with a collet-set cabochon emerald centre, the intersection covered by an 18ct yellow gold ribbon of brushed finish, signed Grima, London hallmark, width 6.0cm, maker's box

£3.000 - 4.000 US\$3,700 - 4,900

Andrew Grima's first "agate nodule" brooch, made in 1962, won the Duke of Edinburgh Prize for Elegant Design and is now in the collection the Goldsmiths' Company, London.

A COLOUR-CHANGE SAPPHIRE AND DIAMOND RING, **BY ANDREW GRIMA, 1977**

The cushion-shaped sapphire, weighing 13.33 carats, within a surround of brilliant-cut diamond 'rods', diamonds approximately 0.75 carat total, signed Grima, AG Ltd maker's mark, London hallmark, ring size M, maker's box

£5,000 - 7,000 US\$6,200 - 8,700

Accompanied by a report from GCS stating that the colour change sapphire is of Sri Lankan origin, with no indications of heat treatment. Report number 5777-8900, dated 20th February 2017.



74 A RUTILATED QUARTZ, CULTURED PEARL AND DIAMOND TORQUE NECKLACE, BY ANDREW GRIMA, 1990

The textured torque suspending at the front a carved rutilated quartz 'apple' with brilliant-cut diamond highlights, surmounted by a grey cultured pearl and brushed leaves highlighted with brilliant-cut diamonds, signed Grima, inner diameter 12.8cm, maker's case

£7,000 - 10,000 US\$8,700 - 12,000

Exhibited

Grima Retrospective, Goldsmiths' Hall, London, May 1991, no 102, in the exhibition catalogue, colour illustration and description on page 58.

This lot is accompanied by the limited edition book, Grima, by Johann Willsberger, 1991, an original illustration of another necklace by Grima and a signature panel from Andrew Grima.







75

A DIAMOND SINGLE-STONE PENDANT

The brilliant-cut diamond, within a triangular collet, suspended from a white gold snake-chain torc, with an additional interchangeable polished yellow gold torc, principal diamond approximately 3.80 carats, London hallmark

£15,000 - 20,000 US\$19,000 - 25,000

76

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.46 carats, to tiered baguette-cut diamond shoulders, ring size $M\frac{1}{2}$, cased

£10,000 - 15,000 US\$12,000 - 19,000

77

A DIAMOND BRACELET

Designed as a series of brick-links set with brilliant-cut diamonds and single-cut diamonds accents, diamonds approximately 22.50 carats total, length 18.5cm, fitted case by Antrobus, 4 Regent Place, London

£12,000 - 18,000 U\$\$15,000 - 22,000

78

A SAPPHIRE AND RUBY RING

The octagonal step-cut sapphire, weighing 16.40 carats, accented by step-cut ruby shoulders, *ring size L*

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-9182, dated 7 March 2017.

79

A SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 16.88 carats, within pavé-set brilliant and single-cut diamond gallery and shoulders, one diamond deficient, diamonds approximately 2.00 carats total, French assay mark, ring size L

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-8906, dated 3 March 2017.

80

A MOTHER-OF-PEARL AND MULTI GEM-SET NECKLACE AND BANGLE SUITE, BY SABBADINI, CIRCA 1985

The articulated collar composed of graduated mother-of-pearl plaques connected by bar spacers, the front decorated with mixed-cut gemstones of various hues, including peridot, tourmaline, amethyst and citrine, the torc bangle of similar design, signed Sabbadini, maker's mark, necklace length 30.5cm, bangle diameter 5.5cm

£4,000 - 6,000 US\$4.900 - 7.400

81

A RUBELLITE TOURMALINE AND DIAMOND BROOCH, BY BULGARI

Realistically modelled as a seahorse, the face and body pavé-set with brilliant-cut diamonds, the abdomen set with a cabochon rubellite tourmaline, weighing 19.14 carats, *signed Bulgari*, brooch length 6.0cm

£7,000 - 9,000 US\$8,700 - 11,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.







A PAIR OF EMERALD AND DIAMOND PENDENT EARRINGS

Each drop-shaped pendant set with a pear-shaped emerald, weighing approximately either 5.20 or 5.90 carats, within a marguise and brilliant-cut diamond surround, suspended from an oval-cut emerald and similarly-cut diamond surmount, remaining emeralds approximately 1.90 carats total, diamonds approximately 9.80 carats total, post and clip fittings, length 5.1cm

£10,000 - 15,000 US\$12,000 - 19,000

Purchased from David Morris Jewels Ltd in 1987. One earring was subsequently lost and later replaced by a different jeweller.

Accompanied by a report from GCS stating that the emerald weighing approximately 5.20 carats is of Colombian origin, with indications of moderate clarity enhancement. The emerald weighing approximately 5.90 carats, and the two smaller emeralds, are of Zambian origin, with indications of moderate clarity enhancement. Report number 5777-9278, dated 21 March 2017.

A PAIR OF DIAMOND EARSTUDS

The heart-shaped diamonds, weighing 3.03 and 3.02 carats

£40,000 - 60,000 US\$49,000 - 74,000

Accompanied by a report from GIA stating that the diamond weighing 3.03 carats is E colour, SI1 clarity. Report number 2125254418, dated 21 June 2010.

Accompanied by a report from GIA stating that the diamond weighing 3.02 carats is F colour, VS2 clarity. Report number 17201934, dated 22 May 2008.

A SAPPHIRE AND DIAMOND CLUSTER RING

The oval-cut sapphire, weighing 8.15 carats, within a swirling surround of brilliant and tapered baguette-cut diamonds, diamonds approximately 3.00 carats total, ring size M

£20,000 - 30,000 US\$25,000 - 37,000

Accompanied by a report from GCS stating that the sapphire is of Burmese origin, with no indications of heating. Report number 5777-9324, dated 21 March 2017.

85

A SAPPHIRE AND DIAMOND THREE-STONE RING

The oval-cut sapphire, weighing 19.35 carats, between triangular-cut diamond shoulders, diamonds approximately 1.60 carats total, ring size L (sizing beads)

£25,000 - 30,000 US\$31,000 - 37,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-9277, dated 21 March 2017.

Accompanied by a report from IGL stating that the sapphire is natural, with no indications of treatment. Report number 14001063, dated 4 September 2015.



AN EMERALD AND DIAMOND NECKLACE

The graduated brilliant-cut diamond chain suspending a detachable pear-shaped emerald drop, weighing 24.41 carats, accompanied by a brilliant-cut diamond line brooch, diamonds approximately 27.70 carats total, necklace length 40.0cm, brooch width 4.70cm

£30,000 - 40,000 US\$37,000 - 49,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with minor clarity enhancement. Report number 5777-9181, dated 16 March 2017.

Accompanied by report from IGI stating that the emerald shows few filled fissures with oil. Report number 32857, dated 26 February 2013.

Accompanied by a report from IGI stating that the 10 diamonds in the brooch are F-G colour, WS-VS clarity. Report number 32856, dated 26 February 2013.

Accompanied by a copy of a report (laboratory not stated) stating that the emerald is Colombian. Report number 07543621 / FRE, dated 16 January 1992.





A DIAMOND CROSSOVER RING, BY BOODLES, 2013

The fancy triangular-cut diamond, weighing 5.21 carats, in a scrolling mount set with tapering baguette-cut diamonds, mounted in platinum, signed Boodles, maker's mark, London hallmark, ring size O, maker's case

£70,000 - 100,000 US\$87,000 - 120,000

Accompanied by a purchase receipt from Boodles stating that the diamond is D colour, VS2 clarity, dated 30 June 2015.









A COLOUR-CHANGE SAPPHIRE **AND DIAMOND RING, CIRCA 1930**

The octagonal step-cut sapphire, weighing 6.90 carats, set horizontally between old brilliant-cut diamonds, in a raised gallery pierced and decorated with single and rosecut diamonds in millegrain settings, mounted in platinum, principal diamonds approximately 1.50 carats total, ring size L

£8,000 - 10,000 US\$9,900 - 12,000

Accompanied by a report from GCS stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 5777-9337, dated 21 March 2017.

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.61 carats, between tiered baguette-cut diamond shoulders, ring size O

£12,000 - 18,000 US\$15,000 - 22,000

A DIAMOND CLUSTER RING

The brilliant-cut diamond, weighing 2.01 carats, within a hexagonal border millegrainset with similarly-cut diamonds, ring size K1/2

£18,000 - 25,000 US\$22,000 - 31,000

Accompanied by a report from GIA stating that the diamond weighing 2.01 carats is D colour, WS2 clarity. Report number 1179619251, dated 23 June 2014.







AN EMERALD AND DIAMOND FLORAL SPRAY BROOCH, CIRCA 1955

Set throughout with brilliant, single and baguette-cut diamonds, the stamens each highlighted by a pear-shaped diamond, weighing 3.33 carats, or a pear-shaped emerald, weighing 2.53 carats, remaining diamonds approximately 4.85 carats total, length 7.5cm, case by H.L Brown & Son Ltd, 70 Fargate, Sheffied

£12,000 - 18,000 U\$\$15,000 - 22,000

Accompanied by a report from GCS stating that the diamond weighing 3.33 carats is F colour, SI2 clarity. Report number 5777-9177, dated 7 March 2017.

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5777-9176, dated 7 March 2017.

92

AN ART DECO SAPPHIRE AND DIAMOND BROOCH, BY CARTIER, CIRCA 1935

Designed as a wasp, the thorax and striped abdomen set with calibré-cut sapphires and brilliant-cut diamonds, the finely pierced wings and eyes decorated with similarly-cut diamonds, diamonds approximately 2.40 carats total, signed Cartier London, length 2.9cm

£5,000 - 7,000 US\$6,200 - 8,700 93

A DIAMOND FLOWER BROOCH, BY VAN CLEEF & ARPELS, CIRCA 1950

Designed as a single bloom, the collet-set brilliant-cut diamond stamen within baguette-cut diamond petals, the stem decorated with similarly-cut diamonds, principal diamond approximately 2.10 carats, remaining diamonds approximately 3.50 carats total, signed Van Cleef & Arpels, French assay mark, length 5.8cm, case by John Haynes & Co Ltd, 23 Birchin Lane, London

£10,000 - 15,000 US\$12,000 - 19,000









A DIAMOND AND RUBY FLOWER CLIP/BROOCH, CIRCA 1955

The stylised single bloom with a circular-cut ruby bombé centre, within a border of individually articulated petals decorated with brilliant, old brilliant and single-cut diamonds, rubies approximately 5.00 carats total, diamonds approximately 6.00 carats total, width approximately 6.0cm

£4,000 - 6,000 US\$4,900 - 7,400

 95^{Ω}

AN EMERALD AND DIAMOND RING

The step-cut emerald set within a quatrefoil surround of foliate design decorated with brilliant and marquise-cut diamonds, diamonds approximately 4.80 carats total, ring size P1/2

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of significant clarity enhancement. Report number 5777-9392, dated 22 March 2017.

A PAIR OF DIAMOND EARCLIPS, CIRCA 1935

Each designed as a stylised wing set with a principal old brilliant-cut diamond and smaller single-cut diamonds, one diamond deficient, principal diamonds approximately 2.75 and 2.60 carats, remaining diamonds approximately 0.80 carat total, length 2.4cm

£7,000 - 10,000 US\$8,700 - 12,000

A RUBY AND DIAMOND FLOWER BROOCH, **BY CARTIER, CIRCA 1960**

The largest bloom set with a cushion-shaped ruby, weighing 3.24 carats, the two smaller buds, stems and leaves set throughout with old brilliant and single-cut diamonds, diamonds approximately 4.00 carats total, signed Cartier London, brooch length 5.0cm

£4,000 - 6,000 US\$4,900 - 7,400

Accompanied by a report from GCS stating that the ruby is of Burmese origin, with no indications of heating. Report number 5777-8901, dated 1 March 2017.

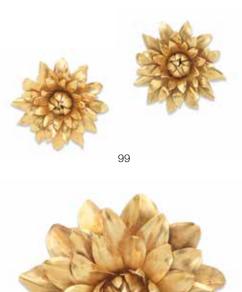




A DIAMOND BANGLE, CIRCA 1935-40

The sculptural cuff, set to the front with two detachable clips of scroll design decorated with brilliant, single and baguette-cut diamonds, one clip highlighted by a larger old brilliant-cut diamond, weighing 5.34 carats, remaining diamonds approximately 12.20 carats, inner diameter 5.5cm (adjustable)

£25,000 - 35,000 US\$31,000 - 43,000 98 (shown as bangle)









A GOLD BROOCH/PENDANT AND EARRING SUITE, **BY CARTIER, CIRCA 1958**

The brooch/pendant designed as a dahlia flowerhead, mounted in 18 carat gold, the earrings ensuite, signed Cartier France, numbered K7878, JC maker's mark, French assay mark, UK import mark, brooch width 5.9cm, earrings length 2.3cm, Cartier case (2)

£6,000 - 8,000 US\$7,400 - 9,900 100

A GOLD AND DIAMOND COCKTAIL RING, **CIRCA 1935**

Of stepped pyramidal form, with brilliantcut diamond accents at the corners and a larger old brilliant-cut diamond at the centre, mounted in yellow gold, diamonds approximately 1.30 carats total, ring size M-N

£5,000 - 7,000 US\$6,200 - 8,700

A CITRINE DRESS RING, CIRCA 1950

The fluted mount set with a large pear-shaped citrine, ring size M-N

£4,000 - 6,000 US\$4,900 - 7,400





A GOLD AND DIAMOND WATCH/VIAL, BY VAN CLEEF & ARPELS, CIRCA 1940

The pavé-set old brilliant and single-cut diamond lid, opening to reveal a circular watch dial with Arabic numerals, the whole unscrewing to reveal a cylindrical compartment, watch dial signed Van Cleef & Arpels, base of vial numbered 51987, rubbed maker's mark, French assay marks, length 5.6cm

£4,000 - 6,000 US\$4,900 - 7,400 103

A CITRINE AND DIAMOND BROOCH AND EARCLIP SUITE, **BY CARTIER, CIRCA 1935**

The brooch designed as a flower in bloom, the central oval-cut citrine within unfurling petals of pavé-set old brilliant and single-cut diamonds and pear-shaped citrines, with baguette-cut citrines of darker hue and single-cut diamond detail, the earclips of similar design, accompanied by a ring set with a single step-cut citrine, brooch signed Cartier London, one earclip signed Cartier London, ring numbered 3035, brooch length 5.3cm, earclip length 1.8cm, ring size M½ (3)

£12,000 - 15,000 US\$15,000 - 19,000

A RUBY AND DIAMOND OWL BROOCH, BY CARTIER, 1964

Designed as a pair of owls perched on a branch, each with oval-cut ruby and single-cut diamond eyes, with engraved plumage, mounted in gold, signed Cartier, JC maker's mark, numbered 467, London hallmark, length 3.2cm, Cartier case

£3,000 - 5,000 US\$3,700 - 6,200

Accompanied by an original bill of sale from Cartier, London, dated December 1965.

105

A RUBY AND DIAMOND RING

The oval-cut ruby within a scalloped single-cut diamond double surround, diamonds approx. 0.70ct total, ring size N1/2

£5,000 - 7,000 US\$6,200 - 8,700

Accompanied by a report from Lotus Gemology stating that the ruby, weighing approximately 2.00 carats, is of Thai/Cambodian origin, with no indications of heating. Report number 6573-2219, dated 19th September 2016.

A FANCY-COLOURED DIAMOND RING

The brilliant-cut diamond, weighing 7.81 carats, of yellow tint, mounted in platinum, London hallmark, ring size K1/2

£25.000 - 35.000 US\$31,000 - 43,000

Accompanied by a report from GCS stating that the diamond is Fancy Light Yellow, VS2 clarity. Report number 5777-8726, dated 2nd February 2017.

107

A TEXTURED LINK BRACELET, BY VAN CLEEF & ARPELS, **CIRCA 1963**

Of basketweave flattened curb linking, signed Van Cleef & Arpels, numbered B6106, maker's mark for George L'Enfant, French assay marks, length 20.0cm

£3,000 - 5,000 US\$3,700 - 6,200

George L'Enfant designed and manufactured for some of the biggest houses of the Place Vendôme in Paris during the 20th century. L'Enfant produced jewellery not only for Van Cleef & Arpels, but to Cartier, Mellerio dits Meller, and several other notable houses. L'Enfant also took control of the famous workshop of Verger Frères in the aftermath of World War Two.









107



A DIAMOND-SET 'SPIGA' NECKLACE AND BRACELET SUITE, BY BULGARI, CIRCA 1990

The collar necklace composed of modular chevron links, the front highlighted at intervals with pavé-set brilliant-cut diamonds, to a concealed clasp, the flexible sprung bracelet en suite, diamonds approximately 4.80 carats total, necklace length 38.5cm, maker's pouches

£12,000 - 15,000 US\$15,000 - 19,000

For further examples of the 'Spiga' collection by Bulgari see Triossi, A. (ed.), "Bulgari", Milan, 2007, p. 165.







A FANCY-COLOURED DIAMOND RING

The oval-cut diamond, weighing 3.00 carats, of brownish-orangy pink tint, ring size N

£25,000 - 35,000 US\$31,000 - 43,000

Accompanied by a report from GIA stating that the diamond is Fancy Brownish Orangy Pink, natural colour, I1 clarity. Report number 1176355821, dated October 26th, 2015.

110

A PAIR OF DIAMOND-SET EARCLIPS, BY DAVID WEBB

Of bombé design, each clip decorated with horizontal fluting, the borders and tips pavé-set with brilliant-cut diamonds, diamonds approximately 1.60 carats total, signed Webb, length 3.4cm

£3,000 - 4,000 US\$3,700 - 4,900

111^{Y R}

A CORALLIUM RUBRUM AND DIAMOND BRACELET AND **EARCLIP SUITE, BY VAN CLEEF & ARPELS, CIRCA 1975**

The bracelet composed of a series of corallium rubrum fluted links, accented by brilliant-cut diamonds and bead and chevron capitals, the pair of earrings of similar design, diamonds approximately 1.40 carats total, signed VCA, numbered 3035, French assay marks, crack to the coral in one earring, bracelet length 18.4cm, earring length 2.9cm

£7,000 - 10,000 US\$8,700 - 12,000

This lot is subject to USA Fish and Wildlife regulations if it is to be imported into the USA.



111



112^{Y R}

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)

£8.000 - 12.000 US\$9,900 - 15,000

This lot is subject to USA Fish and Wildlife regulations if it is to be imported into the USA.

113

A DIAMOND-SET BRACELET, BY BOUCHERON, CIRCA 1965

The granulated textured links highlighted by pyramidal stacks of brilliant-cut diamonds, diamonds approximately 5.00 carats total, signed Boucheron Paris, maker's mark, numbered 8292, French assay marks, length 18.4cm

£14,000 - 16,000 US\$17,000 - 20,000







112



113





A CULTURED PEARL AND DIAMOND RING AND EARRING SUITE, BY BOUCHERON

Of foliate design, the ring obliquely-set with two cultured pearls of grey and cream tint, within a cluster of marquise and brilliant-cut diamonds, the earrings en suite, diamonds approximately 6.70 carats total, signed Boucheron, maker's marks, French assay marks, ring size L, earring length 3.2cm

£8,000 - 10,000 US\$9,900 - 12,000

Accompanied by two original gouache design drawings from Boucheron.

A PAIR OF CITRINE AND DIAMOND BOW BROOCHES, BY BOUCHERON, CIRCA 1980

Each bow carved from individual frosted bi-coloured citrines with engraved decoration, bordered by brilliant-cut diamonds, and a central row of calibré-cut citrines of darker hue, diamonds approximately 4.90 carats total, signed Boucheron, numbered 20486, maker's mark, French assay marks, width 4.8cm

£8.000 - 12.000 US\$9,900 - 15,000

AN ONYX AND DIAMOND NECKLACE, BRACELET AND EARCLIP SUITE, BY M. GERARD, CIRCA 1980

The articulating collar necklace set throughout with circular-cut cabochon onyx and brilliant-cut diamonds in zig zag formation, to a concealed clasp, the bracelet and earclips en suite, two onyx deficient, diamonds approximately 29.50 carats total, signed M. Gerard, numbered 2563, lengths: necklace 37.0cm, bracelet 18.5cm, earclips 2.5cm (3)

£20,000 - 30,000 US\$25,000 - 37,000

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)

£3,000 - 4,000 US\$3,700 - 4,900







A 'TUBOGAS' WRISTWATCH, BY BULGARI

The circular dial with baton and Arabic numerals, within a polished bezel engraved Bulgari, on a bi-coloured sprung gas-pipe link strap, case and strap signed Bulgari, maker's case

£4.000 - 6.000 US\$4,900 - 7,400

119

A RUBY-SET CUFF, BY BUCCELLATI, CIRCA 1955

The hinged textured bangle decorated with a chased geometric border set with circular-cut rubies, signed M Buccellati, diameter 5.5cm, cased by Mario Buccellati

£6.000 - 8.000 US\$7,400 - 9,900

A GEM-SET 'GANCIO' SUITE, BY BULGARI, CIRCA 1990

The three-row modular-link necklace highlighted by a series of beads, including amethyst, peridot, citrine, tourmaline, and aquamarine, accompanied by a bracelet and a pair of earrings en suite, signed Bulgari, necklace length 40.9cm, bracelet length 17.6cm, earring length 5.0cm

£8,000 - 10,000 US\$9,900 - 12,000

AN EMERALD AND DIAMOND RING, BY CHAUMET

The step-cut emerald, weighing 1.53 carats, between trios of cushionshaped diamonds, signed Chaumet Paris, diamonds approximately 1.20 carats total, French assay mark, maker's marks, ring size P1/2

26.000 - 8.000 US\$7,400 - 9,900

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number 5777-9201, dated 7 March 2017.

A SAPPHIRE AND TOURMALINE RING

The cushion-shaped sapphire, weighing 5.42 carats, between trilliant-cut pink tourmaline shoulders, mounted in yellow gold, London hallmark, ring size M

£20,000 - 30,000 US\$25,000 - 37,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Burmese origin, with no evidence of heat treatment. Report number 08504, dated 7 September 2013.















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 5.80cts total, ring size J-K

£6.000 - 8.000 US\$7,400 - 9,900

A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 3.33 carats, between baguette-cut diamond shoulders, ring size J

£15.000 - 20.000 US\$19,000 - 25,000

Accompanied by a report from GCS stating that the diamond weighing 3.33 carats is J colour, VS1 clarity. Report number 5777-9200, dated 21 March 2017.

A RUBY AND DIAMOND RING, BY GRAFF

The oval cabochon ruby, weighing 6.87 carats, between undulating rows of alternating tapered baquette-cut diamonds and calibré-cut rubies, signed Graff, ring size J (sizing beads)

£12,000 - 15,000 US\$15,000 - 19,000

Accompanied by a report from GCS stating that the ruby is natural, with no indications of heating. The origin undeterminable. Report number 8777-9279, dated 21 March 2017.

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)

£12,000 - 18,000 US\$15,000 - 22,000

A SAPPHIRE, RUBY, EMERALD AND DIAMOND BROOCH AND EARCLIP SUITE, BY VAN CLEEF & ARPELS, CIRCA 1970

The brooch designed as a highly stylised Indian Tree of Life motif, the pavé-set brilliant-cut diamond ground applied with a pear-shaped cabochon sapphire radiating circular-cut rubies and marquise-cut emeralds, within a border of calibré-cut rubies, the pair of earclips of similar design, two rubies deficient, diamonds approximately 3.55 carats total, signed Van Cleef & Arpels, numbered M36583, French assay marks, brooch length 4.2cm, earring length 2.3cm, maker's pouch

£20,000 - 25,000 US\$25,000 - 31,000















A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 4.05 carats, ring size L

£50.000 - 60.000 US\$62.000 - 74.000

Accompanied by a report from GIA stating that the diamond is G colour, VVS1 clarity. Report number 16349339, dated 16 March 2017.

A NECKLACE AND EARRING SUITE, BY BUCCELLATI

The necklace designed as a continuous row of bi-coloured textured vine leaves between granulated 'morettes', the earrings of similar design, signed Buccellati, lengths: necklace 41.6cm, earrings 2.1cm, each with maker's cases and additional maker's pouch

£6,000 - 8,000 US\$7,400 - 9,900

Accompanied by certificates of authenticity and insurance reports from Buccellati.

AN EARLY 20TH CENTURY DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 3.80 carats, within a six-claw setting, between single-cut diamond shoulders, mounted in platinum, ring size J

£15,000 - 20,000 US\$19.000 - 25.000

Accompanied by a report from GCS stating that the diamond weighing 3.80 carats is I colour, SI2 clarity. Report number 5777-8785, dated 16 February 2017.

131

A DIAMOND PENDANT

The heart-shaped diamond, weighing 3.08 carats, within a four-claw setting

£25.000 - 30.000 US\$31,000 - 37,000

Accompanied by a report from GIA stating that the diamond weighing 3.08 carats is F colour, VS2 clarity. Report number 5171727189, dated 15 July 2016.

A DIAMOND CLUSTER RING, BY VAN CLEEF & ARPELS

The old brilliant-cut diamond, weighing 2.32 carats, within a surround of similarly-cut diamonds, signed Van Cleef & Arpels N.Y, numbered 44909, ring size J

£10,000 - 15,000 US\$12,000 - 19,000

Accompanied by a report from GCS stating that the diamond is G colour, VS2 clarity. Report number 5777-8553, dated 31st January 2017.





133 (actual size)

A FANCY-COLOURED DIAMOND RING, BY STAR DIAMOND

The pear-shaped diamond, weighing 2.37 carats, of yellow-green tint, between marquise-cut diamonds of pink tint, pink diamonds untested for natural colour, signed Star Diamond, numbered 10052, ring size L, maker's pouch

£50,000 - 70,000 US\$62,000 - 87,000

Accompanied by a report from GIA stating that the diamond weighing 2.37 carats is Fancy Intense Yellow-Green, natural colour, SI2 clarity. Report number 5131745532, dated 12 September 2011.



134 (actual size)

134

A DIAMOND SINGLE-STONE RING

The pear-shaped diamond, weighing 5.51 carats, between tapering shoulders set with graduated brilliant-cut diamonds of pink tint, pink diamonds untested for natural colour, ring size I

£80.000 - 100.000 US\$99,000 - 120,000

Accompanied by a report from GIA stating that the diamond weighing 5.51 carats is H colour, IF clarity. Report number 2131413391, dated 15 February 2012.





AN ENAMEL AND DIAMOND 'SERPENTI' BRACELET-WATCH, BY BULGARI, 1967

Designed as a highly articulated coiled 'Serpe dei Ratti Giallo', the scales applied with orangy-yellow and red enamel, the serpent's head with a forked tongue and marquise-cut diamond eyes, the mouth opening to reveal a circular-dial with baton indicators, inscribed 'Serpe dei Ratti Giallo' to the inner undertail scales, signed Bulgari, dial signed Vacheron Constantin, Swiss assay mark, maker's pouch

£40,000 - 60,000 US\$49,000 - 74,000

Bulgari's "Serpenti" collection of jewellery and watches date from the late 1940s and has achieved iconic Bulgari status and is still today one of firm's most popular designs. This popularisation was partly thanks to the late Elisabeth Taylor, who was photographed wearing one of the first "Serpenti" watches on the set of the film 'Cleopatra' in 1962.

This early example of the "Serpenti" bracelet-watch displays the intricate manufacture of each "Serpenti" made in the second half of the 1960s. The hand crafted gold spring core, enabling the flexible serpent to coil and cling around the wrist.

Inscriptions were often marked on the undertails referring to specific species whose skins inspired the enamel work. This particular example is of a 'Serpe dei Ratti Giallo', or a Yellow Rat Snake.

For further examples of 'Serpenti' bracelet-watches by Bulgari see Triossi, A. (ed.), "Bulgari: Between Eternity and History", Milan, 2009, pp. 194-199.





A RUBY SINGLE-STONE RING The oval-cut ruby, weighing 18.95 carats, ring size Q

£100,000 - 150,000 US\$120,000 - 190,000

Accompanied by a report from SSEF stating that the ruby is of Mozambique origin, with no indications of heating. Report number 83462, dated 17 December 2015.

Accompanied by a report from Instituto Gemológico Español, stating that the ruby is natural, with no evidence of heat treatment. Report number 23rd September 2015.





A DIAMOND 'FUCHSIA' BROOCH AND EARCLIP SUITE, BY VAN CLEEF & ARPELS, CIRCA 1990

The brooch designed as a fuchsia flowerhead, the petals pavé-set with brilliant-cut diamonds, issuing an articulated cascade of pear-shaped diamond line stamen, to a pavé-set brilliant-cut diamond trumpet and graduated calibre-cut diamond stem, the earrings en suite, diamonds approximately 27.05 carats total, signed Van Cleef & Arpels, numbered 35504, maker's mark, French assay marks, lengths: brooch 7.1cm, earclips 4.2cm

£70,000 - 100,000 US\$87,000 - 120,000





138 (actual size)

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 5.04 carats, between tiered baguettecut and single-cut diamond shoulders, ring size N1/2

£70,000 - 90,000 US\$87,000 - 110,000

Accompanied by a report from GIA stating that the diamond is E colour, VS2 clarity. Report number 6187215358, dated 13 March 2017.





A 19TH CENTURY DIAMOND RIVIÉRE

Composed of 45 collet-set cushion-shaped diamonds, graduating in size from the centre, the five largest weighing 2.35, 2.30, 2.08, 1.96 and 1.91 carats, to a similarly-set cushion-shaped diamond single-stone clasp, mounted in silver and gold, diamonds approximately 43.00 carats total, length 37.4cm, fitted case (necklace subsequently shortened)

£60,000 - 80,000 US\$74,000 - 99,000

Provenance

Sir George Faudel-Phillips (1840-1922) Descent to the current owner

Faudel-Phillips was appointed Sheriff of London and Middlesex (1884-85), succeeded his father as Alderman of the Ward of Farringdon Within (1888), and became a Governor of the Honorable Irish Society (1894). The following year, he was created High Sheriff of the County of London and in 1896 he became Lord Mayor of the City of London.

As Chief Magistrate of the City of London, Faudel-Phillips received Queen Victoria at Temple Bar on the occasion of the Jubilee thanksgiving service which was held at St Paul's Cathedral and subsequently at the Mansion House. His year of office was one of remarkable philanthropy; he raised funds which amounted, in the aggregate, to £1,000,000 for the relief of famine in India and for other charitable objects. He was created a baronet and in recognition of his services to India, received the Grand Cross of the Indian Empire. He also received numerous foreign decorations. Sir George Faudel-Phillips also served the Jewish community as president of the Jews' Orphan Asylum and of the Society for the Relief of the Jewish Blind.





140 (unmounted)



A DIAMOND SINGLE-STONE RING

The octagonal step-cut diamond, weighing 5.01 carats, within a four-claw setting, ring size K1/2

£60,000 - 80,000 US\$74,000 - 99,000

Accompanied by a report from GIA stating that the diamond weighing 5.01 carats is G colour, VVS2 clarity. Report number 6187225191, dated 20 March 2017.





141 (actual size)

A DIAMOND SINGLE-STONE RING, BY VAN CLEEF & ARPELS

The marquise-cut diamond, weighing 10.28 carats, between pearshaped diamond shoulders, pear-shaped diamonds approximately 1.20 carats total, signed VCA, sprung sizing band, ring size L

£150,000 - 200,000 US\$190,000 - 250,000

Accompanied by a report from GIA stating that the diamond weighing 10.28 carats is E colour, SI2 clarity. Report number 6183185342, dated 24th February 2017.

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



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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 STONE INDEX

CERTIFIED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
1.07	Pear	F	SI1	Medium Blue	GIA	5
1.25	Pear	G	SI2	None	GIA	5
2.01	Round Brilliant	D	VVS2	Very Strong Blue	GIA	90
2.32	Brilliant	G	VS2	None	GCS	132
2.71	Round Brilliant	Н	VS1	None	GIA	23
3.01	Step	E	VVS1, Pot	None	GIA	35
3.01	Step	F	IF	Weak	IGI	35
3.02	Heart	F	VS2	Faint	GIA	83
3.03	Heart	E	SI1	Faint	GIA	83
3.33	Round Brilliant	J	VS1	Strong	GCS	124
3.33	Pear	F	SI2	None	GCS	13
3.47	Brilliant	G	SI2	None	GIA	53
3.70	Step		VS2	Faint	GCS	38
3.80	Old Brilliant	[SI2	Faint	GCS	130
4.05	Step	G	VVS1	None	GIA	128
Approx. 4.10	Old Brilliant	I/J	VS1/VS2	Not tested	GCS	39
5.01	Square Step	G	WS2	None	GIA	140
5.04	Step	E	VS2	None	GIA	138
5.51	Pear	Н	IF	None	GIA	134
8.80	Brilliant	N-R	VS2	Faint	GCS	16
10.28	Marquise	E	SI2	None	GIA	141
11.78	Brilliant	S-Z	VS1	Faint	GCS	28
3.08	Heart	F	VS2	None	GIA	131
5.51	Pear	Н	IF	None	GIA	134
8.80	Brilliant	N-R	VS2	Faint	GCS	16
10.28	Marquise	E	SI2	None	GIA	141
11.78	Brilliant	S-Z	VS1	Faint	GCS	28
3.08	Heart	F	VS2	None	GIA	131

CERTIFIED FANCY COLOURED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No.
0.94	Old Brilliant	Fancy Purplish Pink	SI2	Medium Blue	GIA	3
1.93	Pear	Please refer to department	-	-	GIA/Anchorcert	4
2.37	Pear	Fancy Intense Yellow-Green	SI2	Very Strong Blue	GIA	133
3.00	Oval	Fancy Brownish Orangy Pink	l1	None	GIA	109
7.81	Brilliant	Fancy Light Yellow	VS2	Faint	GCS	106

CERTIFIED RUBY INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
2.28	oval	Burma	none	SSEF	48
2.31	cushion	Burma	none	GCS	49
3.24	cushion	Burma	none	GCS	97
18.95	oval	Mozambican	none	SSEF/IGE	136
Approx. 2.10	oval	Thailand/Cambodia	none	Lotus Gemology	105
6.87	oval cabochon	Unstated	none	GCS	125

CERTIFIED SAPPHIRE INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
4.09/3.49	cushion	Sri Lanka	none	GCS	55
4.51	oval	Basaltic	none	GCS	36
5.42	cushion	Burma	none	Gem & Pearl	122
6.74/6.32/6.82	oval	Basaltic/Sri Lankan	none	GCS	63
6.90	octagonal	Sri Lanka	none	GCS	88
8.03	oval	Sri Lanka	none	GCS	54
8.15	oval	Burma	none	GCS	84
12.89	cushion	Sri Lanka	none	GCS	56
13.33	cushion	Sri Lanka	none	GSC	73
16.40	octagonal	Sri Lanka	none	GCS	78
16.88	cushion		none	GCS	79
19.35	oval	Sri Lanka	none	IGL/GCS	85
Approx. 2.00	cushion	Basaltic	none	GCS	25
5.90	oval cabochon	Sri Lanka	none	GCS	40

CERTIFIED EMERALD INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
1.53	octagonal	Colombia	minor	GCS	121
2.53	pear	Colombia	minor	GCS	91
Approx. 3.22	cushion	Colombia	moderate	GCS	37
6.98	cushion	Colombia	minor	GCS	17
10.13	square step	Colombia	negligible	Gem & Pearl	15
24.43	pear	Colombia	minor	GCS/IGI	86
Approx. 5.20	pear	Colombia	moderate	GCS	82
Approx. 5.90	pear	Zambia	moderate	GCS	82
17.99	step	Colombia	minor	GIA	14
4.80	step	Colombia	significant	GCS	95

CERTIFIED PEARL INDEX

No. of Natural Pearls	Shape	Dimensions	Colour	Laboratory Report	Lot No.
79 & 83	Roundish	8.6 x 9.00mm	slight cream	Gem & Pearl	20
79 & 65	Hodridisti	4.2 x 4.4mm	Silgrit Greatri	Geni & Fean	20
2	Bouton	8.7 - 8.8 x 6.7mm	white cream	LFG	22
		8.8 - 8.8 x 6.4mm			
177 (1 cultured, 176 natural) Roundish	3.0 - 7.0mm	cream	GCS	30

CERTIFIED OTHER STONE INDEX

Stone	Carat	Cut	Origin	Treatment	Laboratory Report	Lot No.
Spinel	5.30	Cushion	Burma	None	GCS	44
Aquamarine	31.13	Step	Undeterminable	Undeterminable	GCS	57
Aquamarine	31.13	Step	"Santa Maria"	Undeterminable	NEL	57

JACKIE COLLINS A Life in Chapters 16 - 17 May 2017 Los Angeles

A DIAMOND SOLITAIRE RING

Weighing 6.04 carats, D color, VS2 clarity **\$100,000 - 150,000**

A DIAMOND AND EMERALD BRACELET \$15,000 - 25,000

A FRENCH ART DECO DIAMOND AND EMERALD CLIP

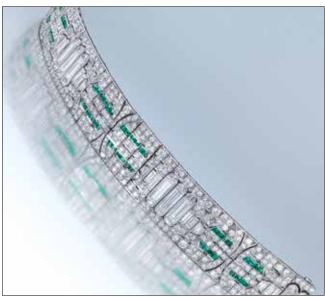
\$20,000 - 30,000

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Bonhams

RARE JEWELS AND JADEITE

Wednesday 31 May 2017 Hong Kong A PAIR OF 5.26 AND 5.17 CARAT FANCY COLOURED DIAMOND AND DIAMOND EARRINGS, BY FOREVERMARK

HK\$2,300,000 - 2,800,000 £240,000 - 290,000 US\$290,000 - 360,000 **ENQUIRIES**

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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 or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidding 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

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 I ots 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 *Bonhans* 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. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

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*

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

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

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

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

9. PAYMENT

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

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

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

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

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account

Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

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

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

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House

2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature. volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver'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 Δ . All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the $Hammer\ Price$. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the $Hammer\ Price$ on the invoice.

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB – Domaine bottled EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled

FB - French bottled GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

.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;
- .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.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

COLLECTION OF THE LOT

7

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 33 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.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "tus" 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"
- "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 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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