THE JULIUS AND ARLETTE KATCHEN COLLECTION OF FINE NETSUKE: PART II Wednesday 10 May 2017

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

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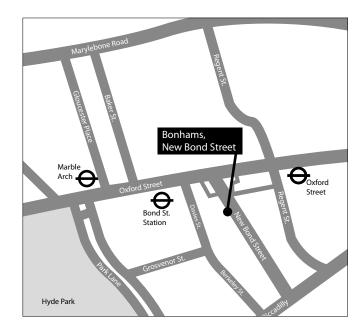
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CHRONOLOGY

JOMON period ca.10,000BC - ca.300BC

YAYOI period ca.300BC - ca.300AD

KOFUN period ca.593 - 710

NARA period 710 - 794

HEIAN period 794 - 1185

KAMAKURA period 1185 - 1333

MUROMACHI period 1333 - 1573

NANBOKUCHO era 1336 - 1392

MOMOYAMA period 1573 - 1615

BUNROKU era 1592 - 1596 KEICHO era 1596 - 1615

EDO period 1615 - 1868

KAN'El era 1624 - 1644 KANBUN era 1661 - 1673 GENROKU era 1688 - 1704 AN'El era 1772 - 1781 TENMEI era 1781 - 1789 KANSEI era 1789 - 1801 KYOWA era 1801 - 1804 BUNKA era 1804 - 1818 BUNSEI era 1818 - 1830 TENPO era 1830 - 1844 KOKA era 1844 - 1848 KAEI era 1848 - 1854 ANSEI era 1854 - 1860 MAN'EN era 1860 - 1861 BUNKYU era 1861 - 1864 GENJI era 1864 - 1865 KEIO era 1865 - 1868

MEIJI era 1868 - 1912

TAISHO era 1912 - 1926

SHOWA era 1926 - 1989

HEISEI era 1989 - present

JULIUS AND ARLETTE KATCHEN

VIRTUOSO COLLECTORS

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

Julius and his wife Arlette shared two great interests: music and netsuke. It was on a concert tour of Japan in 1953 that they first came across netsuke, making a purchase in Kyoto (lot 123, The Julius and Arlette Katchen Collection of Fine Netsuke: Part I, 8 November 2016). From then on they tried—whenever possible and wherever they were—to visit dealers and auction rooms in between performances at most of the world's greatest concert halls. In spite of the lack of literature on the subject in those early collecting days, they studied assiduously, rapidly learning from the writings of Henri Joly and Frederick Meinertzhagen about the intricacies of the art, the makers, and the subjects of netsuke. In London, they befriended the dealer Geoffrey Moss, through whom they purchased netsuke until the untimely death of Julius at the age of 42, in April 1969.

Although the more public persona of Julius Katchen placed him in the limelight, when it came to selecting and purchasing netsuke for the collection he and Arlette worked as a team. They were constant visitors to London and attended all but the last of the sales of the M. T. Hindson collection at Sotheby's from 1967 to 1969. Julius died two months before the final sale he had desperately wanted to attend, particularly for one netsuke, the dog and pup by Gechu (lot 120, The Julius and Arlette Katchen Collection of Fine Netsuke: Part I, 8 November 2016), which was purchased by Arlette in her husband's memory. Following the early death of Julius, Arlette's interest continued and she continued quietly adding to the collection, filling in the gaps.

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

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

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

Neil Davey

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

ジュリアスと彼の妻であるアルレットは、音楽と根付という2つの大きな関心事を共有していました。1953年、ピアノ・コンサートの旅で日本を訪れた際に、2人は初めて根付に出会い、京都で根付を購入しています(ロット123、ジュリアス&アルレット・カッチェン根付コレクション第一部、2016年11月8日)。それからというもの、世界中の名だたるコンサートホールでの演奏会で演奏する合間を縫って、どんな場所であろうとできる限りの時間を作って、2人は美術商やオークション会場を訪れました。当時、まだ根付蒐集に関する文献資料はほとんど存在しなかったにも関わらず、2人は熱心に研究を重ね、ヘンリー・ジョリーやフレデリック・マイナーツハーゲンの資料をもとに、アートとしての根付の複雑さ、作者、作品主題について瞬く間に学んでいったのでした。ロンドンにおいては、美術商のジェフリー・モスと親しくなり、1969年4月、ジュリアスが42歳という若さで死を迎えるまでの間、根付を購入し続けたのです。

ジュリアス・カッチェンの社会における名声が、彼を脚光を浴びる立場へと押し上げていきましたが、自らの根付コレクションに加える根付の選択、購入となると、彼とアルレットは二人で一緒に決定しました。彼らはロンドンを頻繁に訪れ、サザビーズにおいて、1967年から1969年に開催されたM. T. ハインドソン・コレクションを扱ったオークションの、最終回以外のすべての回に出席しました。ジュリアスは、最終回に出品された牙虫による象牙彫の犬の根付(ロット120、ジュリアス&アルレット・カッチェン根付コレクション第一部、2016年11月8日)をどうしても手に入れたいと切望していましたが、その2ヶ月前に亡くなりました。この根付を、アルレットが彼を追悼する思いで落札しました。ジュリアスの早過ぎる死の後も、アルレットの根付に対する興味は尽きることなく、ひっそりとコレクションの蒐集を続けていました。

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

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

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









Landscapes

₁ΥΦ

A WOOD AND IVORY NETSUKE OF THE CLAM'S DREAM

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木·象牙彫根付 蜃気楼 銘「景利」 19世紀

Published:

Katchen, N7, vol.1, p.107, no.K747.

The clam of ivory, resting at one end while swirling water supports a two-storey palace, in which numerous personages are seen in open rooms, issuing from the jaws of the shell.

Similar versions of the subject by Kagetoshi are illustrated in Meinertzhagen, MCI, p.286, Barker and Smith, NMSJBM, p.63, no.86; Joly, WLB, pl.XXIV, no. 1359; and Baur, p.179, no.C433. The design is loosely based on a page from Konjaku Hyakki yagyo shui (Collection of the Night Procession of 100 Freaks from Past and Present) an influential illustrated book designed by Toriyama Sekien and published in 1781, see Toriyama, KHYS.

2ΥΦ

AN IVORY NETSUKE OF EIGHT LOQUATS

By Genkosai, Izumi Province, late 19th century Signed Genkosai. 3.5cm (1 3/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 枇杷 銘「玄黄斎」 19世紀後期

Provenance:

M. T. Hindson collection.

Published:

Davey, MTH, p.270, no.829. Katchen, N7, vol.2, p.203, no.K660.

Attached to a forked stalk with three leaves, the fruits with worm-eaten holes exposing eight temple scenes, carved in fine detail, the ivory unstained.

Myth and Religion

AN IVORY NETSUKE OF THE TONGUE-CUT SPARROW

By Ikkosai Toun (1804-1876), Edo, 19th century Signed Ikkosai. 3.8cm (11/2n) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 舌切雀 銘「一光斎」 19世紀

Published:

Katchen, N7, vol.1, p.249, no.K521.

The chubby bird shown flying, its wings spread, while the wicked old woman sprawls on its back, holding scissors, the slightly worn ivory bearing a good patina.







A WOOD NETSUKE OF THE **TAKARABUNE (TREASURE SHIP)**

By Hokyudo Itsumin, Edo, 19th century Signed in an oval reserve Itsumin to. 3.5cm (1 3/8in) wide.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

木彫根付 宝船 銘「逸民刀」 19世紀

The short stubby boat riding through waves, a canopy protecting the Seven Gods of Good Fortune on the deck while a minogame (hairytailed turtle) swims alongside, the stained wood slightly worn.

Not published in Katchen, N7.

5^{Υ Φ}

AN IVORY NETSUKE OF HOTEI

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

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 布袋と唐子 銘「玉光斎」 19世紀

Published:

Katchen, N7, vol.1, p.295, no.K765.

Seated, holding a large fan with one hand and scratching his head with the other while conversing with two small boys at his feet, his robe engraved with scattered karakusa.

AN EBONY NETSUKE OF JUROJIN

By Tadamitsu (Chuman), early 19th century Signed Hachijuhachi-o (aged 88), Tadamitsu. 4.5cm (1¾in) wide.

£700 - 800 JPY98,000 - 110,000 US\$870 - 990

黒檀彫根付 寿老人 銘「八十八翁 忠満」 19世紀前期

Published:

Katchen, N7, vol.1, p.293, no. K761.

Seated, smiling and with a deer recumbent at his side, a long sceptre resting on his lap, the wood slightly worn.





A WOOD AND IVORY NETSUKE OF JUROJIN

By Ryukosai Jugyoku, Edo, 19th century Signed Jugyoku. 3.5cm (1 3/8in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木·象牙彫根付 寿老人 銘「寿玉」 19世紀

Published:

Katchen, N7, vol.1, p.293, no.K759.

Seated, facing ahead and smiling while holding a minogame (hairy-tailed turtle) to one side.

8^{ҮФ}

AN IVORY NETSUKE OF IKKAKU SENNIN

Late 18th/early 19th century Unsigned. 8.3cm (31/4in) high.

£6,000 - 8,000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

象牙彫根付 一角仙人と旋陀夫人 無銘 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.2, p.337, no.K809.

Standing, he looks to the left, while supporting his wife Sendabunin on his back, the slightly worn ivory bearing a good patina.







AN EARLY WOOD NETSUKE OF KANZAN

18th century Unsigned. 7.3cm (2 7/8in) high.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

木彫根付 寒山 無銘 18世紀

Published:

Katchen, N7, vol.2, p.419, no.K803.

Standing, wearing a long belted robe and looking down to the right while holding an open scroll, the somewhat worn wood bearing a fine patina.

A SMALL WOOD NETSUKE OF KOKO SENNIN

19th century Unsigned. 3.2cm (11/4in) wide.

£800 - 1,000 JPY110,000 - 140,000 US\$990 - 1,200

木彫根付 壺公仙人 無銘 19世紀

Published:

Katchen, N7, vol.2, p.407, no.K944.

Seated in a large alms bowl, smiling while holding his beard with one hand, the other raised to the side of his head, the wood slightly worn and of a good tone.

AN EBONY NETSUKE OF A DARUMA DOLL

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Signed Minko with a kao. 3.2cm (11/4in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

黒檀彫根付 達磨 銘「岷江(花押)」 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.2, p.103, no.K779.

Of simple form, the patriarch with a stern expression, his eyes coloured and movable within their sockets.





AN AMUSING IVORY NETSUKE OF DARUMA

By Ohara Mitsuhiro (1810-1875) Osaka, 19th century Signed Mitsuhiro with a kao. 3.8cm (11/2n) high.

£5,000 - 7,000 JPY700,000 - 980,000 US\$6,200 - 8,700

象牙彫根付 達磨 銘「光廣 (花押)」 19世紀

Published:

Katchen, N7, vol.1, p.191, no.K778.

The upper part of the patriarch's face staring out from the folds of a sack or his voluminous robe, carved in a simplifed manner in lightly stained ivory, the pupils inlaid.

Mitsuhiro's notebook, TTB, lists one netsuke which may be the notes for this example. No.24 describes 'Daruma. His whole body is curled up, stuffed into a bag and only his face is showing. No need to carve sleeves or the lower body. Daruma's face is protruding from the opening of the bag'.

13^{ΥΦ}

AN IVORY NETSUKE OF DARUMA

19th century Unsigned. 5.1cm (2in) high.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

象牙彫根付 達磨 無銘 19世紀

Provenance:

H. Seymour Trower collection, no.564.

Published:

Joly, HST, no.564, pl.C. Katchen, N7, vol.2, p.333, no.K782.

Leaning to one side with a soulful expression as one hand appears from his voluminous robe to scratch his face, the slightly worn ivory bearing a good patina and the pupils inlaid.







AN IVORY NETSUKE OF AN ONI **BEGGING FOR ALMS**

By Komin, Edo, 19th century Signed Komin with a kao. 4.2cm (1 5/8in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 寄進を求める鬼 銘「孝民(花押)」 19世紀

Published:

Katchen, N7, vol.1, p.289, no.K789 (the kanji mis-transcribed).

Standing, facing ahead and grinning as he holds a gong beater with one hand and his ledger with the other, inscribed Hoga-cho (subscription list), a furled umbrella strapped to his back, his robe engraved with cloud motifs and his eyes of gilt metal.

15^{ΥΦ}

AN IVORY NETSUKE OF RAIJIN

By Ogura Tomoyuki, Edo, 19th century Signed Tomoyuki. 3.8cm (11/2n) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 雷神 銘「友行」 19世紀

Published:

Katchen, N7, vol.1, p.297, no.K776.

Seated with his knees raised, looking up and holding a thunderbolt with each hand at his sides, the well-toned ivory rather worn and the pupils inlaid.

A WOOD NETSUKE OF RAIJIN

By Ichimin, Nagoya, 19th century Signed Ichimin with a kao. 4cm (1 5/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 雷神 銘「一岷(花押)」 19世紀

Published:

Katchen, N7, vol.2, p.63, no.K774.

His drum strapped to his back, sitting on a cloud and peering down through a hole as he assesses where to produce another storm, forming a compact composition in slightly worn and well-toned wood.

A very similar example by Ittan, a contemporary of Ichimin, is illustrated in Coullery, Baur, p.61, no.C17.



17 A WOOD NETSUKE OF AN ONI By Issui, late 18th/early 19th century

Signed Issui. 6.6cm (2 5/8in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 鬼 銘「一水」 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.2, p.247, no.K793.

Reclining, his legs bent and his head resting on his left hand, the slightly worn wood bearing a good patina.

A RARE WOOD NETSUKE OF A FOREIGN DEVIL

18th century Unsigned. 7cm (23/4in) high.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

木彫根付 悪魔 無銘 18世紀

Published:

Katchen, N7, vol.2, p.415, no.K418.

Derived from a Malayan kris handle, a devil seated on a rocky base, with hands resting on its raised knees, its head lowered and its long hair flowing down its back, the somewhat worn wood black lacquered.

The model is illustrated with a line drawing in Inaba, SK.

For similar examples, see Joly, WLB, nos.4321 and 4323, illustrated on pl.XLVI.





A VERY LARGE WOOD NETSUKE OF A MAN FRIGHTENED BY A GHOST

19th century Unsigned. 15.9cm (61/4in) high.

£6.000 - 8.000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

木彫根付 幽霊に怯える男 無銘 19世紀

Published: Katchen, N7, vol.2, p.409, no.K800. The man standing, bearing a terrified expression with his arms raised aloft as the huge ghost, known as Mikoshi Nyudo ('Saint Overlooking'), with movable head, rises from a vapour cloud and looms over him, wearing a loose robe, the himotoshi formed by a loose metal ring on the back, the wood bearing a good patina and the eyes of shell with dark pupils.

Derived from the same source as a much smaller netsuke by Hasegawa Ikko, illustrated with a line drawing in Meinertzhagen, MCI, p.220.





A KUROGAKI WOOD NETSUKE OF A GHOST

Possibly by Hoshu, 18th century Signed possibly Hoshu saku. 7cm (2¾in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

黒柿彫根付 幽霊 銘「抱守作」 18世紀

Provenance:

Dr. Robert L. Greene collection.

Published:

Eskenazi Ltd., Japanese Netsuke Formerly in the Collection of Dr Robert L Greene, London, 1973, no.22. Katchen, N7, vol.2, p.409, no.K799.

The ghost of a woman, wearing a long flowing robe and with long straight hair, emerging from a partly unrolled scroll painting, the dark, two-toned wood somewhat worn.

21^{ΥΦ}

AN IVORY NETSUKE OF A TANUKI (BADGER) SAKE SELLER

By Masashige, probably Kyoto, early 19th century Signed Masashige. 5.4cm (2 1/8in) high.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

象牙彫根付 酒売狸 銘「正重」 19世紀前期

Provenance:

W. L. Behrens collection, no.3093.

Published:

Joly, WLB, pl.XXXVIII. Katchen, N7, vol.1, p.81, no.K900.

With human face and limbs, the tanuki standing, smiling as it holds a large gourd with one hand and a cash book with the other, its huge distended scrotum rising at the back and over the head, the somewhat worn ivory bearing a good patina.







A RARE WOOD NETSUKE OF A FOX PRIEST

By Matsuda Sukenaga, Takayama, Hida Province, 19th century Signed Sukenaga. 4.8cm (1 7/8in) high.

£2.500 - 3.000 JPY350,000 - 420,000 US\$3,100 - 3,700

木彫根付 狐僧 銘「亮長」 19世紀

Provenance:

W. L. Behrens collection, no.421. Sydney L. Moss Ltd., London, 1993.

Published:

Joly, WLB, pl.XII. Sydney L. Moss Ltd., ZBDC, no.68. Katchen, N7, vol.2, p.129, no.K902.

The fox standing, turned to the left and holding its bushy tail to one side, dressed in a long robe with a cowl, its face subtly exhibiting the change from mammal to human.

A WOOD NETSUKE OF A TANUKI (BADGER) IN HUMAN ATTIRE

By Ono Ryomin, Edo, 19th century Signed with a kao. 3.8cm (11/2in) wide.

£1,200 - 1,500 JPY170.000 - 210.000 US\$1,500 - 1,900

木彫根付 狸 銘「(花押)」 19世紀

Provenance:

J. van Daalen jr. collection.

Published:

Katchen, N7, vol.1, p.235, no.K346.

Reclining, its head resting on its arms and with its legs bent, forming a compact composition in well-toned, slightly worn wood.

24^{Υ Φ}

A WOOD AND IVORY **KAGAMIBUTA NETSUKE**

By Ikkosai Toun (1804-1876), Edo, 19th century Signed Ikkosai. 3.8cm (11/2in) diam.

£800 - 1.200 JPY110,000 - 170,000 US\$990 - 1,500

木·象牙彫鏡蓋根付 分福茶釜 銘「一光斎」 19世紀

Provenance:

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

Published:

Davey, MTH, p.132, no.391 (described but not illustrated). Katchen, N7, vol.1, p.235, no.K901.

In the form of the bunbuku chagama (tanuki tea kettle), the wood bowl carved with pine branches and two simulated ring handles, the ivory plate carved in sunk relief with the head of the badger.





A WOOD NETSUKE OF A MERMAID

By Tadatoshi, Nagoya, 19th century Signed with *ukibori* characters in a rectangular reserve *Tadatoshi*. 4.2cm (1 5/8in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 人魚 銘「忠利」 19世紀

Published:

Katchen, N7, vol.2, p.65, no. K737.

Lying curled to the left in a typical attitude and clutching her tail around her body to form a compact composition in well-patinated wood.

For similar examples, see Bandini, SON, p.36, no.52 and Coullery, Baur, p.115, no.C224.

26^{Υ Φ}

AN IVORY NETSUKE OF A TENNIN (BUDDHIST ANGEL)

By Okatomo, Kyoto, late 18th/early 19th century Signed Okatomo. 5.1cm (2in) wide.

£3,000 - 5,000 JPY420,000 - 700,000 US\$3,700 - 6,200

象牙彫根付 天人 銘「岡友」 18世紀後期/19世紀前期

Provenance:

H. Seymour Trower collection, no.704, illus.pl.IV.

Published:

Joly, HST, pl.IV, no.704. Meinertzhagen, MCI, p.619. Katchen, N7, vol.1, p.103, no.K785.

Shown flying, her wings and legs drawn in for compactness, her head turned slightly to the right and a lotus flower held with both hands to her chest, the ivory slightly worn and the pupils inlaid.





AN IVORY NETSUKE OF ZENSHI

School of Ohara Mitsuhiro, Osaka, 19th century Inscribed in an irregular reserve Mitsuhiro. 5.1cm (2in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

象牙彫根付 剡子 銘「光廣」 19世紀

Published:

Katchen, N7, vol.1, p.197, no.K814.

The hero walking forwards, wearing the skin of a stag as a disguise, his head turned to the left and a ewer held in one hand, his robe engraved with scrolling flowerheads, the ivory stained for effect and the stag's eyes inlaid.

The subject, which is rarely depicted, is Zenshi (in Chinese, Tan Zi) one of the Twenty-four Paragons of Filial Piety, who travelled to the mountains to find milk from a doe as a remedy for his mother's eye disease. He disguised himself as a stag but was set upon by hunters, who eventually released him when they heard his story.

28^{Υ Φ}

AN IVORY NETSUKE OF JO AND UBA IN A PINE CONE

School of Kaigyokusai Masatsugu (1813-1892), Osaka, 19th century Inscribed Kaigyokusai Masatsugu. 4.2cm (1 5/8in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 尉と姥 銘「懐玉斎正次」 19世紀

Published:

Katchen, N7, vol.1, p.195, no.K948.

Naturalistically carved and opening on a hinge to reveal a minutely carved scene of Jo and Uba seated, drinking sake, accompanied by a crane, beneath a spreading pine tree, and clouds.







AN IVORY NETSUKE OF TWO SHOJO

School of Hidemasa, Osaka, 19th century Inscribed in a rounded rectangular reserve Hidemasa.

4.2cm (1 5/8in) wide.

£800 - 1,000 JPY110,000 - 140,000 US\$990 - 1,200

象牙彫根付 猩々 銘「秀正」 19世紀

Published:

Katchen, N7, vol.1, p.191, no.K741.

One struggling to pull an enormous tokkuri (sake bottle) while the other sits on the side of the bottle, holding a sakazuki (sake cup) over his head, the ivory slightly worn and of a good colour.

A similar example by Hidemasa is illustrated, Meinertzhagen, MCI, p.143.

30^{Υ Φ}

A LARGE IVORY OKIMONO-STYLE **NETSUKE OF ASHINAGA AND TENAGA**

By Chikuyosai Tomochika II, Edo, late 19th century Signed Tomochika. 12cm (4¾in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 足長手長 銘「友親」 19世紀後期

Published:

Katchen, N7, vol.1, p.303, no.K972.

Tenaga seated on his companion's back, reaching down one of his long arms to grab a tentacle of an octopus which curls around the legs of his friend, the ivory lightly stained.

31^{ΥΦ}

A SMALL IVORY NETSUKE OF KADORI MYOJIN

By Miyagi Chokusai (born 1877), Osaka, early 20th century Signed Chokusai. 3.5cm (1 3/8in) high.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 香取明神 銘「直斎」 20世紀前期

Published:

Katchen, N7, vol.1, p.193, no.K810.

Seated, leaning back with one hand resting on the side of a large namazu (catfish) which winds around a huge double gourd, forming a compact composition in lightly stained ivory.







AN IVORY NETSUKE OF URASHIMATARO

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 浦島太郎と竜宮城 銘「景利」 19世紀

Provenance:

Fletcher collection, no.654.

Published:

Katchen, N7, vol.1, p.107, no.K747.

Seated on a large *minogame* (hairy-tailed turtle) holding a box and with a fishing creel on his back, above turbulent water which laps at the base of the Ryugu (Dragon-King's Palace), an impressive two-storeyed building with numerous figures walking and conversing in open rooms.

33^{Ү Ф}

AN IVORY ADAPTED NETSUKE OF THE BUST OF A CHINESE SAGE

Chinese, Ming dynasty, early 17th century Unsigned. 9.5cm (3¾in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

明時代象牙彫根付 仙人 無銘 17世紀前期

Published:

Katchen N7, vol.2, p.347, no.K712.

Formed from a fragment of an ivory sculpture of a Chinese sage, with eyes closed and a serene expression, the reverse lacquered black with three holes forming an alternative himotoshi, the ivory somewhat worn and bearing a good patina.





Daily Life

A WOOD NETSUKE OF AN ENTERTAINER

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Inscribed Minko zu. 10.1cm (4in) high.

£3.000 - 4.000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 芸人 銘「岷江図」 18世紀後期/19世紀前期

Provenance:

Geoffrey C. Wand collection, sold at Sotheby's, London, 1933. W. W. Winkworth collection.

Published:

Meinertzhagen, MCI, p.513 (not illustrated). Katchen, N7, vol.2, p.101, no.K722.

Standing, holding an open fan over the lower part of his face with one hand and a shakujo (rattle) in the other, the somewhat worn wood of a good patina.

Other examples of the subject, signed Gose Minko are illustrated in Meinertzhagen, MCI, p.513; and in INSJ, vol.36, no.2, p.12, Fig A.

A RARE INLAID-WOOD NETSUKE OF A FOREIGNER ON A MULE

By Tsuji, Osaka, late 18th/early 19th century Signed on the rump, Tsuji. 7.6cm (3in) high.

£4,000 - 5,000 JPY560,000 - 700,000 US\$5,000 - 6,200

木彫象嵌根付 驢馬に異人 銘「辻」 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.2, p.209, no.K925.

The small figure seated, facing to the rear and holding a fan, on a mule which stands with its head lowered and its legs together, a blanket over its back hung with tassels and bells in red lacquer and coloured bone, the slightly worn wood with a good patina.

Another of the subject attributed to Tsuji is illustrated in Bushell, NFU, p.224, fig.742 and in Goodall, BLACMA, p.112, no.44.







A WOOD NETSUKE OF A RANRYO-O DANCER

Nagoya/Gifu, Mino Province, 19th century Inscribed Tomokazu. 5.4cm (2 1/8in) high.

£1.000 - 1.500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 蘭陵王 銘「友一」 19世紀

Published:

Katchen, N7, vol.2, p.121, no.K726.

Posing on one foot, his raised right hand holding a baton, wearing a traditional robe carved with medallions and clouds and a mask with simulated loose lower jaw, the slightly worn wood with a good patina.

One of the four most handsome men in Chinese history, Prince Ranryo (in Chinese, Lanling) wore a fearsome mask to hide his face when he led his troops into battle. The dance created by his followers in honour of their brave commander was later introduced to Japan and is thought to have become part of the classical bugaku repertoire by the second half of the eighth century.

37^{Υ Φ}

AN IVORY NETSUKE OF A YOUNG BOY

School of Hogen Rantei, Kyoto, 19th century Inscribed in an oval reserve Rantei. 3.5cm (1 3/8in) high.

£800 - 1.000 JPY110,000 - 140,000 US\$990 - 1,200

象牙彫根付 男児 銘「蘭亭」 19世紀

Published:

Katchen, N7, vol.1, p.101, no.K677.

Seated, he looks up to the right while beating a small drum engraved with a mitsu-domoe (three-comma motif) which he holds aloft, his coat engraved with flowerheads and his eyes inlaid.

A KUROGAKI NETSUKE OF A NAKED WOMAN

Early 19th century Unsigned. 8.9cm (31/2in) high.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

黒柿彫根付 裸婦 無銘 19世紀前期

Published:

Katchen, N7, vol.2, p.401, no.K703.

Standing, smiling with her arms folded over her head, her hair tied in a tight knot and her eyes inlaid in shell.





A LARGE IVORY NETSUKE OF A DUTCH MONKEY-TRAINER

18th century Unsigned. 11.4cm (41/2in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 阿蘭陀人猿回 無銘 18世紀

Provenance:

W. L. Behrens collection, no.3326.

Published:

Joly, WLB, pl.XLII (misnumbered 3306). Katchen, N7, vol.2, p.325, no.K701

Standing, staring ahead with an angry expression, holding a bamboo baton with one hand and the leash of his performing monkey with the other, his coat, worn over fur breeches and carved with breaking waves, clouds and lightning bolts, the slightly worn ivory with a good patina.

40^{Υ Φ}

AN IVORY NETSUKE OF A FOREIGN WARRIOR

18th century Unsigned. 8.9cm (31/2in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 異国兵 無銘 18世紀

Provenance:

H. R. Norton collection.

Published:

Katchen, N7, vol.2, p.327, no.K715.

Standing, facing ahead and wearing partial armour, holding an object to his chest with one hand and his scarf at the back with the other, the slightly worn ivory with a good patina.







A SMALL WOOD NETSUKE OF A DUTCHMAN

By Shunkosai Chogetsu (1826-1892), Edo, 19th century Signed Shunkosai. 5.4cm (2 1/8in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

木彫根付 阿蘭陀人 銘「春江斎」 19世紀

Published:

Katchen, N7, vol.1, p.281, no.K710.

Walking forward and smiling, holding a large carp to his side with one hand and a rifle over his shoulder with the other, the wood slightly worn and the fish's eyes with inlaid pupils.

42^{Υ Φ}

A SMALL IVORY NETSUKE OF FERNÃO MENDES PINTO

By Ikkosai (1804-1876), Edo, late 19th century Signed Ikkosai. 4.8cm (1 7/8in) high.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 フェルナンド・メンデス・ ピント 銘「一光斎」 19世紀後期

Published:

Katchen, N7, vol.1, p.279, no.K709.

Standing, smiling broadly and facing ahead as he holds a small tame kirin on a leash at his back, his buttoned coat engraved with scattered diaper designs.

The Portuguese adventurer Fernão Mendes Pinto is traditionally said to have introduced firearms into Japan in the sixteenth century. For a somewhat similar example by Kosen, see Davey, MTH, p.42, no.88.

43^{Υ Φ}

AN EBONY, IVORY AND CORAL NETSUKE OF THREE FISHERMEN

By Genryosai Minkoku II, Edo/Tokyo, late 19th century Signed Genryosai Minkoku. 4.8cm (1 7/8in) wide.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

黒檀・象牙・珊瑚彫根付 珊瑚漁師 銘「玄了斎民谷」 19世紀後期

Provenance:

W. L. Behrens collection, no.3374. Frederick Meinertzhagen collection. Mrs. F. M. Allhusen collection. A private collection, Michigan.

Published:

Sydney L. Moss Ltd., Netsuke, London, 1974, p.17, no.101. Lazarnick, NIA, p.766. Meinertzhagen, MCI, p.519. Katchen, N7, vol.1, p.281, no.K926. Sydney L. Moss Ltd., JNSA, no.57.

The South Sea fishermen struggling to secure a huge section of natural coral from swirling water, the coral carved in relief with the head of a monkey among shochikubai (pine, bamboo and prunus).







A BOXWOOD NETSUKE OF A SEVERED HEAD

Attributed to Shugetsu IV, Tokyo, late 19th/early 20th century Signed on an inlaid tablet Shugetsu. 3.8cm (11/2in) high.

£3,000 - 5,000 JPY420,000 - 700,000 US\$3,700 - 6,200

黄楊彫根付 男の首 銘「舟月」 19世紀後期/20世紀前期

Published:

Katchen, N7, vol.1, p.285, no.K729.

The head of a man, probably intended for Nitta Yoshisada, severed at the neck, its eyes almost closed, the skin draped over the skull, exhibiting areas of decay, and the long hair tied at the back, one tress forming the himotoshi.

The renowned warrior and imperial loyalist Nitta Yoshisada (1301-1338) spent years engaged in a desperate struggle with the shogun Ashikaga Takauji but was eventually defeated at the battle of Fujishima, when he was pinned to the ground by his own dead horse and used his short sword to cut off his own head.

A WOOD NETSUKE OF A FERRYBOAT

By Ouchi Sosui (1911-1972), Tokyo, 20th century Signed Sosui. 6cm (2 3/8in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 渡し船 銘「藻水」 20世紀

Published:

Katchen, N7, vol.1, p.285, no.K977 (incorrectly ascribed to Gyokuso).

The open boat poled by a standing boatman and with several figures on board, including a samurai, a lady, a monkey-trainer, a woodsman and two men smoking, intricately carved in stained wood.

A very similar example, with the same group of passengers, by Gyokuso, is illustrated in Coullery, Baur, p.233, no.C646. This design is ultimately derived from a painting by Hanabusa Itcho (1652-1724).







A BOXWOOD NETSUKE OR LARGE OJIME OF A CANDLE STUMP

By Yoshimasa, Nagoya, 19th century Signed with ukibori characters in a sunken rectangular reserve Yoshimasa. 3.8cm (11/2in) wide.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

黄楊彫根付/緒締 蝋燭切残し 銘「義正」 19世紀

Published:

Katchen, N7, vol.2, p.71, no.K819.

The partially burnt candle with large amounts of wax dripping over the sides, the well-toned wood slightly worn.

 $47^{Y \Phi}$

AN IVORY NETSUKE OF TEA-CEREMONY UTENSILS

Early 19th century Unsigned. 6cm (2 3/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 茶道具 無銘 19世紀前期

Published:

Katchen, N7, vol.2, p.345, no.820.

The utensils consisting of a chagama (kettle), carved with a spreading pine tree, sumitori (charcoal container) with ebony charcoal within, chawan (tea bowl), chasen (tea whisk), haboki (feather for stirring ashes) and chashaku (spoon), the cover of the kettle forming the himotoshi.

Somewhat similar examples are illustrated in Joly, LIJA, opp.p.96; and Joly, WLB, no.2335, pl.XXXI.





The Zodiac Animals

48^{Υ Φ}

AN IVORY NETSUKE OF A RAT

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

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$9,900 - 12,000

象牙彫根付 鼠 銘「岡隹」19世紀前期

Provenance:

M. M. Hepworth collection. M. T. Hindson collection.

Published:

Davey, MTH, p.77, no.202. Katchen, N7, vol.1, p.65, no.K261.

Seated, leaning forward and nibbling at a fruit held with both forepaws, its tail curling beneath to form the *himotoshi*, the slightly worn ivory with a good patina and the eyes inlaid.

For a very similar example, see Harris, HGBM, p.46, no.146.









AN IVORY NETSUKE OF A RAT

By Ikkosai Toun (1804-1876), Edo, 19th century Signed in an oval reserve Ikkosai. 4.5cm (1¾in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 鮑に鼠 銘「一光斎」 19世紀

Provenance:

Joseph Seo, New York.

Published:

Katchen, N7, vol.1, p.223, no.K274.

Sprawling over a large awabi (abalone), its body turned to the left and its tail trailing over and beneath the shell, the ivory lightly stained and the eyes inlaid.

50^{Υ Φ}

AN IVORY NETSUKE OF A RAT

By Miyagi Chokusai (born 1877), Osaka, early 20th century Signed Chokusai. 3.8cm (11/2in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 鞘豆に鼠 銘「直斎」 20世紀前期

Provenance:

Bluth collection, no.344.

Published:

Katchen, N7, vol.1, p.141, no.K272.

Clambering over a huge bean pod which is curled over to form a compact composition in lightly stained ivory, the eyes inlaid.







A LARGE WOOD NETSUKE OF A RECUMBENT OX

Kyoto, 18th century Unsigned. 7.3cm (2 7/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 雄牛 無銘 18世紀

Provenance:

Frederick Meinertzhagen collection, purchased 1961.

Published:

Meinertzhagen, ANC, no.10, illus.pl.2. Katchen, N7, vol.2, p.353, no.K242.

Lying with its head turned to the right and its legs drawn in for compactness, its body inlaid with piebald patches in ivory and pewter, the sightly worn wood, orginally lacquered black with a good patina and the pupils inlaid.

52^{Υ Φ}

AN IVORY NETSUKE OF A RECUMBENT OX

Kyoto, late 18th/early 19th century Unsigned. 5.1cm (2in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 雄牛 無銘 18世紀後期/19世紀前期

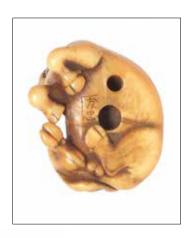
Provenance:

W. W. Winkworth collection, purchased 1959.

Published:

Katchen, N7, vol.2, p.261, no.K240.

Lying with its head raised and turned to the right, its legs folded beneath for compactness and the horns replaced with natural horn, the slightly worn ivory with a good tone and the eyes inlaid.







A RARE IVORY NETSUKE OF A RECUMBENT OX

By Tomotada, Kyoto, 18th century Signed in a rectangular reserve Tomotada. 5.1cm x 4.5cm (2in x 1¾in).

£25,000 - 30,000 JPY3,500,000 - 4,200,000 US\$31,000 - 37,000

象牙彫根付 雄牛 銘「友忠」 18世紀

Provenance:

Guest collection, no.1314. Mrs Isobel Sharpe collection. M. T. Hindson collection.

Published:

The Connoisseur, London, April, 1955. Davey, MTH, p.67, no.169. Katchen, N7, vol.1, p.49, no.K237.

Resting with its head raised to the right and its legs drawn in, the slightly worn ivory bearing a good patina and the eyes with inlaid pupils.

The model is believed to be unique and forms a compact and dramatic study. The work shows some affinities with that of Masanao and it was thought by Hindson that it may represent a collaboration between the two carvers.





54





AN EBONY OR KUROGAKI WOOD NETSUKE OF AN OX AND HERDBOY

By Tomin, Tsu, Ise Province, early 19th century Signed Tomin. 4.5cm (1¾in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

黒檀/黒柿彫根付 雄牛と牧童 銘「東岷」 19世紀前期

Provenance:

Purchased at Sotheby's, London, 1996.

Published:

Katchen, N7, vol.2, p.79, no.K962.

The boy seated, sleeping and leaning on the side of the recumbent ox, its head turned to the right and a rope halter passing over its back, forming a compact composition in slightly worn wood.

A KUROGAKI WOOD NETSUKE OF A RECUMBENT OX

By Tadamichi, probably Kyoto, early 19th century Signed in a rectangular reserve Tadamichi. 6cm (2 3/8in) wide.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

黒柿彫根付 雄牛 銘「忠陸」 19世紀前期

Published:

Katchen, N7, vol.1, p.53, no.K248.

Lying with its head turned to the right, a rope halter tied to a ring in its nose and passing over the back, and its legs drawn in for compactness, the two-toned wood slightly worn and the eyes inlaid in bone with dark pupils.







 $56^{Y\Phi}$

AN IVORY NETSUKE OF A TIGER

By Masanao, Kyoto, late 18th century Signed in an elliptical reserve Masanao. 4.5cm (1¾in) wide.

£20,000 - 25,000 JPY2,800,000 - 3,500,000 US\$25,000 - 31,000

象牙彫根付 虎 銘「正直」 18世紀後期

Provenance:

Harry Seymour Trower collection, sold at Glendining & Co. Ltd., London, 1913. Oscar Raphael collection, sold at Glendining & Co. Ltd., London, 1920. Streatfeild collection, sold at Glendining & Co. Ltd., London, 1923. Frederick Meinertzhagen collection.

Published:

Joly and Tomita, JAH, no.24, illus.pl.XLVII. Meinertzhagen, ANC, pl.4, no.26. Meinertzhagen, MCI, p.441, bottom left. Katchen, N7, vol.1, p.67, no.K285.

Exhibited:

The Red Cross Exhibition, London, 1915.

Seated, its head lowered to the left as it licks its raised hind paw, its tail passing over the left flank and its legs drawn in for compactness, one forming the himotoshi, the slightly worn ivory with a good patina and the pupils inlaid.









A SMALL IVORY NETSUKE OF A TIGER CUB

By Muneharu, Kyoto, early 19th century Signed in a rectangular reserve Muneharu. 4.5cm (1¾in) wide.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

19世紀前期 象牙彫根付 仔虎 銘「宗春」

Provenance:

Mark Severin collection.

Published:

Katchen, N7, vol.1, p.69, no.K291.

Seated, its body twisted to the right and its tongue extended as it scratches its ear with one hind paw, its tail trailing beneath and one hind leg forming the himotoshi, the well-patinated ivory slightly worn and the pupils inlaid.

58^{Υ Φ}

AN IVORY NETSUKE OF A TIGER

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

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

象牙彫根付 虎 銘「我楽」 19世紀前期

Provenance:

Kaplan collection, purchased 1964.

Published:

Katchen, N7, vol.1, p.143, no.K294.

Seated, its head turned back to the left and its tail passing forward over the back, the slightly worn ivory bearing a good tone and the pupils inlaid.

For a similar example, see Barker and Smith, NMSJBM, p.30, no.14.







A WOOD NETSUKE OF A TIGER

By Hogen Tadayoshi, Nagoya, 19th century Signed with ukibori characters in a rectangular reserve Hogen Tadayoshi. 3.5cm (1 3/8i) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 虎 銘「法眼忠義」 19世紀

Published:

Katchen, vol.2, p.29, no.K302 (illustrated bottom right, mis-numbered K303).

Seated, its head raised to the left, one foreleg raised and its long tail sweeping around the left flank, the slightly worn wood of good colour and the pupils inlaid.

A BOXWOOD NETSUKE OF A TIGRESS AND CUB

By Kokei, Kuwana, Ise Province, 19th century Signed Kokei. 3.3cm (1 3/8in) wide.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

黄楊彫根付 親子虎 銘「虎渓」 19世紀

Provenance:

Sydney L. Moss Ltd.

Published:

Katchen, N7, vol.2, p.89, no.K307.

The adult seated, her head turned to the left and her forepaws resting protectively on her cub which licks her face, the slightly worn wood with a good patina.









A WOOD NETSUKE OF A TIGER

By Shugasai Toyokazu, Tanba Province, 19th century Signed in an oval reserve Toyokazu. 4.5cm (13/4in) wide.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

木彫根付 虎 銘「豊一」 19世紀

Provenance:

K. R. Jordan collection.

Published:

Katchen, N7, vol.2, p.165, no.K311 (the signature of this and no.K312 are transposed).

Seated, its head turned to the left, its tail curling forward over the back and its legs drawn in for compactness, the slightly worn wood with a good patina and the eyes inlaid with pale translucent horn.

62^{Υ Φ}

A WOOD AND IVORY NETSUKE OF A TIGRESS AND FIVE CUBS

After Ishikawa Komei, Tokyo, late 19th/early 20th century Inscribed on a mother of pearl tablet Komei. 3.5cm (1 3/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木·象牙彫根付 親子虎 銘「光明」 19世紀後期/20世紀前期

Provenance:

W. L. Behrens collection, no.1556. W. Guest collection, no.1574. Paul Corbin collection. M. T. Hindson collection.

Published:

Meinertzhagen, MCI, p.619. Joly, WLB, pl.XXIX, no.1556. Davey, MTH, p.139, no.416. Katchen, N7, vol.1, p.226, no.K298.

The tigress seated with her cubs around her, one clambering on her back, on a rustic tagayasan (Indian ironwood) base, inlaid with rocks in coloured ivory, the eyes inlaid.







AN IVORY NETSUKE OF A RECUMBENT HARE

Early 19th century Inscribed on an inlaid silver tablet Minkoku. 5.4cm (2 1/8in) wide.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 兎 銘「民谷」 19世紀前期

Published:

Katchen, N7, vol.1, p.231, no.K174.

Lying with its head lowered to rest on its forepaws, its ears drawn back for compactness, the slightly worn ivory with a good patina and the eyes inlaid. 64^{ΥΦ}

AN IVORY NETSUKE OF A HARE

Kyoto, early 19th century Unsigned. 5.4cm (2 1/8in) wide.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

象牙彫根付 兎 無銘 19世紀前期

Published:

Katchen, N7, vol.2, p.273, no.K885.

Lying with its head turned to the left, its ears drawn back and its forelegs resting on a large fallen leaf, the slightly worn ivory of good tone and the eyes inlaid.

65^{Υ Φ}

AN IVORY NETSUKE OF A HARE

By Ranmei, Kyoto, 19th century Signed in an oval reserve Ranmei tsukuru. 3.5cm (1 3/8in) wide.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 兎 銘「蘭明造」 19世紀

Published:

Katchen, N7, vol.1, p.45, no.K169.

Seated, its head turned back to the right as it licks its raised forepaw, the ivory slightly worn and the eyes of pale translucent horn with dark pupils.









66^{ҮФ}

A RARE IVORY NETSUKE OF A HARE

By Tadatoshi, Kyoto, early 19th century Signed in an oval reserve Tadatoshi. 4.8cm (1 7/8in) wide.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

象牙彫根付 兎 銘「忠利」 19世紀前期

Provenance:

Purchased at Sotheby's, London, 2 March 1959.

Published:

Katchen, N7, vol.1, p.44, no.K171.

Seated, leaning forward and curled slightly to the left as it chews on a large biwa (loquat) fruit, another resting beneath its hind paw, a large curled leaf forming the himotoshi, the slightly worn ivory of good tone and the eyes inlaid.

The work of Tadatoshi of Kyoto is rare and, from the evidence of the present example, he was probably a later follower of Okatomo and his school, working in the first half of the 19th century. He should not be confused with Tadatoshi of Nagoya, who worked entirely in wood in the 19th century.

67^{Υ Φ}

A SMALL IVORY NETSUKE OF A HARE

By Kaigyokusai Masatsugu (1813-1892), Osaka, mid/late 19th century Signed Kaigyokusai with seal Masatsugu. 3.5cm (1 3/8in) wide.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$9,900 - 12,000

象牙彫根付 兎 銘「懐玉斎 正次(方印)」 19世紀中期/後期

Provenance:

Mrs de Sedle, 1963.

Published:

Ueda, NNK, no.11. Meinertzhagen, MCI, p.292. Katchen, N7, vol.1, p.133, no.K172.

Seated, its head lowered and turned slightly to the left, its ears pressed back and its legs drawn in for compactness, the ivory unstained and the eyes inlaid with amber.

A very similar example is illustrated in Coullery, Baur, p.355, no.C1116.









A WOOD NETSUKE OF A HARE

By Kokei, Kuwana, Ise Province, 19th century Signed Kokei. 4.5cm (1¾in) wide.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 兎 銘「虎渓」 19世紀

Provenance:

Joseph Seo, New York, 1963.

Published:

Katchen, N7, vol.2, p.77, no.K178.

Seated, its head raised, facing ahead with an alert attitude, one forepaw raised to its chest, the slightly worn wood with a good patina.

A WOOD NETSUKE OF TWO HARES

By Tomokazu, Gifu, 19th century Signed Tomokazu. 3.3cm (11/4in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 兎二羽 銘「友一」 19世紀

Published:

Katchen, N7, vol.2, p.117, no.K179.

Playfully fighting, one lying on its side while its companion climbs over it, their ears and legs drawn in for compactness, one leg forming the himotoshi, the wood dark stained and the eyes inlaid in pale translucent horn with dark pupils.

A WOOD NETSUKE OF A HARE

By Masanao, Yamada, Ise Province, 19th century Signed Masanao. 4.2cm (1 5/8in) wide.

£1,500 - 2,000 JPY210.000 - 280.000 US\$1,900 - 2,500

木彫根付 兎 銘「正直」 19世紀

Provenance:

A. Kroch collection.

Published:

Katchen, N7, vol.2, p.141, no.K176.

Seated, its head raised, turned to the left, its forelegs outstretched and one hind leg forming the himotoshi, the well-toned wood slightly worn and the eyes inlaid with amber.





A WOOD NETSUKE OF A HARE

By Ippo, Nagoya, 19th century Signed Ippo. 3.5cm (1 3/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 兎 銘「一峰」 19世紀

Published:

Katchen, N7, vol.2, p.25, no.K183.

Seated, its head raised to the left in an alert attitude, one forepaw raised to its chest and one hind leg forming the himotoshi, the well-toned wood slightly worn and the eyes inlaid with amber.

A WOOD NETSUKE OF A SMOOTH DRAGON

By Hidari Issan, Iwashiro Province, 19th century Signed in an oval reserve Atsumitsu. 4.2cm (1 5/8in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 龍 銘「篤光」 19世紀

Published:

Katchen, N7, vol.2, p.191, no.K92.

Coiled in irregular loops and holding a tama (jewel) with one claw, part of its body forming the himotoshi, the well-patinated wood slightly worn and the eyes inlaid in bone with gilt-rimmed dark pupils.

An almost identical example signed Hidari Issan is illustrated in Lazarnick, NIA, p.520.

The name Atsumitsu (previously erroneously transcribed as Tokumitsu) is recorded as an alias of Hidari Issan but is rarely seen. An example of the signature is illustrated in Lazarnick, ibid., p.519.





A WOOD NETSUKE OF A SNAKE

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

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 蛇 銘「為隆」 18世紀

Provenance:

Kaplan collection.

Published:

Katchen, N7, vol.2, p.31, no.K328.

Coiled in tight irregular loops, its head at the top with its tongue licking out, the wood somewhat worn and of a good colour.

A very similar example is illustrated in Bandini, SON, p.82, no.116. For another example, see Davey, MTH, p.188, no.563 and Meinertzhagen, MCI, p.854.

A WOOD NETSUKE OF A SNAKE

By Gankosai, 19th century Signed in a rectangular reserve Gankosai. 4.5cm (13/4in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 蛇 銘「含光斎」 19世紀

Provenance:

Sydney L. Moss Ltd.

Published:

Katchen, N7, vol.2, p.169, no.K340 (wrongly identified as Shugasai).

Coiled in irregular loops, its head at the top, bearing an alert expression as it looks for danger, the slightly worn wood with a good patina and the eyes inlaid with pale translucent horn.

The maker appears to be recorded by only one other example, a wood study of a rat in the British Museum, London, mentioned in Meinertzhagen, MCI, p.67.







AN UNUSUAL IVORY **NETSUKE OF A SNAKE**

By Gyokuhosai, Edo, 19th century Signed Gyokuhosai. 3.5cm (1 3/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 蛇 銘「玉宝斎」 19世紀

Provenance:

Dr Kruger collection.

Published:

Katchen, N7, vol.1, p.229, no.K326.

Coiled tightly around a large egg, a hole in the side of which reveals a miniature carving of a running boar within, the snake's tail forming the himotoshi, the ivory lightly stained and the one visible pupil inlaid.

76

A WOOD NETSUKE OF A SNAKE AND SKULL

By Sukeyuki, Takayama, Hida Province, late 19th century Signed in a rectangular reserve Sukeyuki. 4.2cm (1 5/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 骸骨と蛇 銘「亮之」 19世紀後期

Provenance:

Bunke collection.

Published:

Katchen, N7, vol.2, p.127, no.K330.

The reptile slithering over and around the human skull, passing through one eye socket, its head at the top with its tongue licking out and the eyes of pale translucent horn with dark pupils.

A very similar example by Sukenaga is illustrated in Coullery, Baur, p.315, no.C965. 77^{Υ Φ}

AN IVORY NETSUKE OF A GRAZING HORSE

18th century Unsigned. 6.7cm (2 5/8in) high.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 馬 無銘 18世紀

Provenance:

Eskenazi Ltd.

Published:

Katchen, N7, vol.2, p.269, no.K152.

Standing in a typical attitude, its head lowered to the ground, its legs together, its tail sweeping around at the back, the well-worn ivory with a rich patina and the pupils inlaid.



AN IVORY NETSUKE OF A HORSE

By Tomotada, Kyoto, 18th century Signed in a rectangular reserve Tomotada. 4.8cm (1 7/8in) high.

£18,000 - 22,000 JPY2,500,000 - 3,100,000 US\$22,000 - 27,000

象牙彫根付 馬 銘「友忠」 18世紀

Provenance:

Eskenazi Ltd.

Published:

Katchen, N7, vol.1, p.58, no.K125.

Standing with its hooves together, its head turned back to the left and its tail sweeping forward around the left flank, the slightly worn ivory with a good patina and the pupils inlaid.

For a similar example in ivory, see Anne Hull Grundy, 'Tomotada and Okatomo, in Relation to the Kyoto School of Netsuke Carvers' in The Antique Collector, Part I, June, 1963, p.112, fig.25. Other examples in wood are illustrated in Hull Grundy, ibid., fig.24; Davey, MTH, p.69, no.177; and Meinertzhagen, MCI, p.911.







AN IVORY NETSUKE OF A RECUMBENT HORSE

Probably Kyoto, late 18th century Unsigned. 4.5cm (13/4in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 馬 無銘 18世紀後期

Provenance:

Hauswedell & Nolte, 4 June 1962, lot 447, described as by Tomotada. Purchased at Sotheby's, London, 1962.

Published:

Katchen, N7, vol.2, p.269, no.K131.

Lying with its head lowered and facing ahead, its legs drawn in and its tail trailing beneath, forming a compact composition in slightly worn and well-patinated ivory.

For very similar examples, see Bushell, NFU, p.222, no.727; also illustrated in BLACMA, p.242, no.317; and Coullery, Baur, p.263, no.1156.

80^{Υ Φ}

AN IVORY NETSUKE OF A HORSE

Attributed to Mitsuharu, Kyoto, late 18th/early 19th century Insribed in an irregular reserve Tomotada. 6cm (2 3/8in) high.

£5,000 - 7,000 JPY700,000 - 980,000 US\$6,200 - 8,700

象牙彫根付 馬 銘「友忠」 18世紀後期/19世紀前期

Provenance:

Louis Joseph, London, 1958.

Published:

Katchen, N7, vol.1, p.59, no.K124.

Standing with head lowered to the right with its mouth open, one foreleg bent and its tail sweeping around the left flank, the well-toned ivory slightly worn and the pupils inlaid.

A study of a goat by Mitsuharu carved in a similar manner, from the Katchen collection, was sold in these rooms, 8 November 2016, lot 93.







A SMALL IVORY NETSUKE **OF TWO HORSES**

Early 19th century Unsigned. 3.2cm (11/4in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 双馬 無銘 19世紀前期

Published:

Katchen, N7, vol.2, p.269, no.K159.

Standing side by side on an oval base, one with its head lowered as it grazes while the other stands with head and one foreleg raised, the slightly worn ivory with a good colour.

82^{Y Φ}

A SMALL IVORY NETSUKE OF FIVE HORSES

By Shominsai Chikamasa, Edo, 19th century Signed in a rectangular reserve Shominsai. 3.5cm (1 3/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 馬五匹 銘「松珉斎」 19世紀

Provenance:

W. L. Behrens collection, no.2724. Bluth collection. Sydney L. Moss Ltd., London.

Published:

Katchen, N7, vol.1, p.217, no.K135.

Delicately rendered, two horses recumbent, while the other three stand over them in different attitudes, the ivory slightly worn and of a good colour.

This is probably the variant from the Guest collection alluded to in Meinertzhagen, MCI, beneath his drawing of another, p.752.

83^{Υ Φ}

AN IVORY NETSUKE OF TWO HORSES

By Shounsai Joryu, Edo, 19th century Signed Shounsai. 3.8cm (11/2n) high.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 双馬 銘「升雲斎」 19世紀

Provenance:

Barry Davies Oriental Art, London, 1996.

Published:

Barry Davies Oriental Art, NTTC, p.94, no.95. Katchen, N7, vol.1, p.217, no.K961.

One standing, looking down to the other which lies at its side, its head turned back and grasses growing at the side, the ivory rather worn and of a good colour.

Joryu's work is invariably of ivory and of small size. He specialised in netsuke of everyday human and religious figures, while his studies of animals are very rare.





A WOOD NETSUKE OF A FOAL

18th century Unsigned. 8.9cm (3½in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 馬 無銘 18世紀

Provenance:

Purchased at Sotheby's, London, 1986.

Published:

Katchen, N7, vol.2, p.361, no.K42.

Standing with its head turned back, its legs together and its tail sweeping over its right flank, the wood slightly worn with a good patina.

A WOOD NETSUKE OF A HORSE

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 馬 無銘 19世紀前期

Provenance:

W. L. Behrens collection, no.2831. Kaplan collection, 1964.

Published:

Joly, WLB, pl.XXXV, no.2831. Katchen, N7, vol.2, p.365, no.K126.

Lying with its head turned back to the left and its legs drawn in, the slightly worn wood with a good patina and the pupils inlaid.







A WOOD NETSUKE OF A HORSE

By Tsusen, 19th century Signed Tsusen. 5.7cm (21/4in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 馬 銘「通川」 19世紀

Provenance:

Mark Fletcher collection. Sydney L. Moss Ltd., London, 1960

Published:

Katchen, N7, vol.2, p.233, no. K150.

Standing, facing ahead with its head drawn in and its hooves together, its tail sweeping around the right flank to form the himotoshi. forming a compact composition in wellpatinated wood.

A WOOD NETSUKE OF A RECUMBENT STALLION

Early 19th century Inscribed Minko. 4.5cm (13/4in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 雄馬 銘「岷江」 19世紀前期

Published:

Katchen, N7, vol.2, p.91, no.K139.

Lying with its head turned back to the right and its legs drawn in for compactness, the well-patinated wood somewhat worn and the pupils inlaid in horn.

AN EBONY OR KUROGAKI NETSUKE OF A HORSE

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Signed Minko with a kao. 3.8cm (11/2in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

黒柿/黒檀彫根付 馬 銘「岷江(花押)」 18世紀後期/19世紀前期

Provenance:

Aoyama, Paris, 1968.

Published:

Katchen, N7, vol.2, p.91, no.K138.

Lying with its head raised and turned to the right, its legs folded in for compactness, the wood slightly worn and the eyes inlaid in brass with dark pupils.

The work, although signed Minko, shows more affinities with that of Kokei or Tomin.



A WOOD NETSUKE OF A RECUMBENT STALLION

By Sadanobu, Tanba Province, 19th century Signed Sadanobu. 3.8cm (11/2in) wide.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

木彫根付 雄馬 銘「貞信」 19世紀

Provenance:

Welensky collection, purchased 1966.

Published:

Lazarnick, NIA, p.905. Katchen, N7, vol.2, p.167, no.K147.

Lying with its head turned back to the left, its forelegs bent and its hind legs drawn in, one forming the himotoshi, the well-toned wood slightly worn and the eyes inlaid in pale translucent horn.

A study of a stallion in a similar attitude, by Naito Toyomasa, is illustrated in Davey, MTH, p.242, no.750.

AN EBONY NETSUKE OF HORSES

By Horaku, Kyoto, 19th century Signed in a sunken reserve Horaku. 3.8cm (11/2in) diam.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

黒檀彫根付 走馬 銘「宝楽」 19世紀

Provenance:

Marcel Lorber collection. W. W. Winkworth collection. Hartman, New York, 1963.

Published:

Meinertzhagen, MCI, p.190. Katchen, N7, vol.1, p.61, no.K134.

13 minutely carved horses in various attitudes beneath a canopy of tightly packed cherry blossoms, on a low mound base, carved in relief beneath with fallen blossoms.

A rare model by a maker better-known for his intricately carved netsuke of buildings, landscapes and bats.

Meinertzhagen was so impressed with this netsuke that he wrote about it at unusual length in his card index, opining that it was 'A netsuke combining superb craftsmanship with rare artistic spirit and charm, approaching in its way as near to perfection as any netsuke I have ever handled'. Marcel Lorber, who purchased it in a small shop for £3, 'resolutely and heartlessly refused to part with it'. Having left it with Meinertzhagen for two years, he offered to exchange it with a Kaigyokusai oyster shell which had cost Meinertzhagen £23. When the offer was refused, Lorber sold it to W. W. Winkworth for £16 in March 1953.





A WOOD NETSUKE OF A GOAT

By Tomotada, Kyoto, late 18th/early 19th century Signed in a rectangular reserve Tomotada. 5.1cm (2in) wide.

£8,000 - 12,000 JPY1,100,000 - 1,700,000 US\$9,900 - 15,000

木彫根付 山羊 銘「友忠」 18世紀後期/19世紀前期

Provenance:

Probably André Lichtenberger collection, sold at Hotel Drouot, 19 February 1979, lot 49. Sydney L. Moss Ltd., London.

Published:

Katchen, N7, vol.1, p.57, no.K881.

Seated, leaning forward with one forehoof resting on a branch of biwa fruit, the slightly worn wood with a good patina and the pupils inlaid.

A somewhat similar model in ivory by Okakoto is illustrated in Harris, HGBM, p.59, no.230. Another, by Tomotada was sold at Sotheby's, London, 9 June 1996, lot.152. The wood variant is far rarer than the ivory.







AN IVORY NETSUKE OF A GOAT

Kyoto, late 18th/early 19th century Unsigned. 4.5cm (1¾in) high.

£1.000 - 1.500 JPY140.000 - 210.000 US\$1,200 - 1,900

象牙彫根付 山羊 無銘 18世紀後期/19世紀前期

Provenance:

Hartman, New York, 1965.

Published:

Katchen, N7, vol.2, p.267, no.K100.

Seated, its head tuned back to the right with an alert expression, its forelegs outstretched and its horns drawn back, the slightly worn ivory of a good tone and the pupils inlaid.

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A WOOD NETSUKE OF A GOAT

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Signed Minko with a kao. 4.5cm (13/4in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 山羊 銘「岷江(花押)」 18世紀後期/19世紀前期

Provenance:

Schulmann collection, purchased 1973.

Published:

Katchen, N7, vol.2, p.87, no.K112.

Lying with its body twisted slightly to the left, its horns pressed back and its legs drawn in for compactness, one forming the himotoshi, the slightly worn wood of a good tone and the eyes typically inlaid in brass with dark pupils.

A WOOD NETSUKE OF A GOAT

By Kokei, Kuwana, Ise Province, early 19th century Signed Kokei. 4.2cm (1 5/8in) wide.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 山羊 銘「虎渓」 19世紀前期

Published:

Katchen, N7, vol.2, p.87, no.K113.

Lying in a typical attitude, its body turned slightly to the left and its head raised, its legs drawn in for compactness, the slightly worn wood with a good patina.

This is a good example of a model of which Kokei made several. For similar pieces, see Meinertzhagen, MCI, p.363, Davey, MTH, p.213, no.655 and Bandini, SON, p.77, no.103.







AN IVORY NETSUKE OF A RECUMBENT GOAT

By Okatomo, Kyoto, late 18th/early 19th century Signed in a rectangular reserve Okatomo. 4.8cm (1 7/8in) wide.

£10,000 - 15,000 JPY1,400,000 - 2,100,000 US\$12,000 - 19,000

象牙彫根付 山羊 銘「岡友」 18世紀後期/19世紀前期

Provenance:

W. W. Winkworth collection. M. T. Hindson collection.

Published:

Davey, MTH, p.75, no.193. Katchen, N7, vol.1, p.57, no.102.

Lying with its head turned back to the right, its horns pressed back and its legs drawn in for compactness, the slightly worn ivory with a good patina and the pupils inlaid.







A WOOD NETSUKE OF A GOAT

By Sukenao, Takayama, Hida Province, 19th century Signed in an oval reserve Sukenao. 3.8cm (11/2in) wide.

£3,000 - 5,000 JPY420,000 - 700,000 US\$3,700 - 6,200

木彫根付 山羊 銘「亮直」 19世紀

Provenance:

Marchant & Son., London

Published:

Katchen, N7, vol.2, p.125, no.K116.

Seated, its head raised and turned slightly to the right, its legs drawn in, one forming the himotoshi, the slightly worn wood bearing a good patina and the pupils inlaid.

AN EBONY NETSUKE OF A GOAT

By Tategawa, Suwa, Shinano Province, late 19th/early 20th century Signed Shichijugo o Tategawa Uchi[...] (Tategawa Uchi[...] at the age of 75). 4.2cm (1 5/8in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

黒檀彫根付 山羊 銘「七十五翁立川内[...]」 19世紀後期/20世紀前期

Published:

Katchen, N7, vol.2, p.207, no.K120.

Seated on a folded poem slip, its head turned to the left and its tail sweeping over the left flank, the eyes inlaid in pale horn with dark pupils.







AN IVORY NETSUKE OF A RECUMBENT GOAT

By Tetsugen Kyusai (1879-1938), Osaka, early 20th century Signed in an oval reserve Tetsugen. 3.8cm (11/2n) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

象牙彫根付 山羊 銘「鉄玄」 20世紀前期

Provenance:

Schneider collection, purchased 1968.

Published:

NKSJ, vol.11, no.1, Spring 1991, p.9. Katchen, N7, vol.1, p.139, no.K106.

Lying with its head lowered to the left as it nuzzles its raised foreleg, its tail sweeping over its left flank, the unstained ivory slightly worn and the eyes inlaid.

It is said that Kyusai was influenced by the later work of Kaigyokusai Masatsugu, also from Osaka, an opinion borne out by the work on the present example. A very similar example is illustrated in BLACMA, p.244, no.323.

99^{Υ Φ}

AN IVORY NETSUKE OF THREE MONKEYS

Late 18th/early 19th century Unsigned. 3.8cm (11/2n) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 猿三匹 無銘 18世紀後期/19世紀前期

Provenance:

Sydney L. Moss Ltd., London, 1994.

Published:

Katchen, N7, vol.2, p.277, no.K894.

Two fighting over possession of a peach while the third tries to hold them back, on a large awabi (abalone) shell, the slightly worn ivory with a good patina.

100^{Υ Φ}

AN IVORY NETSUKE OF A MONKEY AND OCTOPUS

18th century Unsigned. 5.4cm (2 1/8in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 猿と蛸 無銘 18世紀

Provenance:

A. E. Tebbutt collection, no.157, purchased at Glendining & Co. Ltd., London, 1965.

Published:

Katchen, N7, vol.2, p.279, no.K227.

Seated, turning to the left as it tightly clutches a large octopus with both hands, the well-toned ivory somewhat worn and the monkey's pupils inlaid.





A WOOD NETSUKE OF A MONKEY AND YOUNG

Early 19th century Unsigned. 3.8cm (11/2in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

木彫根付 親子猿 無銘 19世紀前期

Published:

Katchen, N7, vol.2, p.371, no.K962.

The parent seated, patting the back of her offspring climbing over her shoulder, the wood slightly worn with a good patina. 102^{Υ Φ}

A RARE IVORY NETSUKE OF A MONKEY AND YOUNG

By Tomotada, Kyoto, 18th century Signed in a rectangular reserve Tomotada. 4.5cm (1¾in) high.

£6,000 - 8,000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

象牙彫根付 親子猿 銘「友忠」 18世紀

Provenance:

Henri L. Joly collection. Frederick Meinertzhagen collection, purchased in 1921, sold at Glendining & Co. Ltd., London, 1949. Spink & Son Ltd., London, 1960.

Published:

Joly and Tomita, JAH, no.36, illus. pl.XLVIII. Meinertzhagen, MCI, vol.2, p.917. Katchen, N7, vol.1, p.31, no.K192.

The adult seated, holding a kaki (persimmon) fruit just out of reach of its offspring which sits at its feet, wearing a coat and reaching up, holding the stalk of the fruit, the ivory somewhat worn with a good patina.

A group of a monkey with two offspring in similar style is illustrated in NKSJ, vol.13, no.1, p.41, fig.55.





A WOOD NETSUKE OF A MONKEY AND YOUNG

By Tametaka, Nagoya, 18th century Signed with ukibori characters in an oval reserve Tametaka. 4.8cm (1 7/8in) high.

£6,000 - 8,000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

木彫根付 親子猿 銘「為隆」 18世紀

Provenance:

M. T. Hindson collection.

Published:

Davey, MTH, p.188, no.566. Katchen, N7, vol.2, p.23, no.K218.

The adult seated, its head raised and holding its young offspring on its knees, forming a compact composition in somewhat worn and well-patinated wood.

104^{Υ Φ}

AN IVORY NETSUKE OF A POTTERY MODEL OF A MONKEY

By Garaku, Osaka, mid 19th century Signed Garaku. 4.5cm (1¾in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 陶器製猿 銘「我楽」 19世紀中期

Provenance:

M. M. Hepworth collection. M. T. Hindson collection.

Published:

Davey, MTH, p.27, no.39. Katchen, N7, vol.1, p.137, no.K207.

The hollow figure in a seated position, facing ahead and its hands drawn forward, the slightly worn ivory of a good tone and the eyes inlaid in amber with dark pupils.

The maker is not Risuke Garaku, who worked in Osaka at the end of the eighteenth century, but another of the same name, active during the same period as Ohara Mitsuhiro.









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A WOOD NETSUKE OF A MONKEY AND CHILD

By Rantei, Kyoto, early 19th century Signed in an elliptical reserve Rantei. 4.2cm (1 5/8in) high.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 親子猿 銘「蘭亭」 19世紀前期

Provenance:

Possibly Michael Tomkinson collection, no.528. Guest collection, no.905. Purchased at Sotheby's, London, 1966.

Published:

Katchen, N7, vol.1, p.37, no.K197.

The parent seated, protectively holding her young offspring over her lap, the slightly worn wood with a good patina and the pupils inlaid. 106

A WOOD NETSUKE OF A MONKEY

By Matsuda Sukenaga, Takayama, Hida Province, 19th century Signed in a rectangular reserve Sukenaga. 3.8cm (1½n) high.

£5,000 - 7,000 JPY700,000 - 980,000 US\$6,200 - 8,700

木彫根付 猿 銘「亮長」 19世紀

Provenance:

Purchased at Sotheby's, London, 1965.

Published:

Katchen, N7, vol.2, p.127, no.K223.

Seated, dressed in a diaper-patterned coat, belted at the waist and trying to extricate one finger from the mouth of a double gourd, the slightly worn wood of a good tone and the pupils inlaid.







A WOOD NETSUKE OF A MONKEY

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

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 猿 銘「虎渓」 19世紀

Published:

Katchen, N7, vol.2, p.77, no.K215.

Seated, eating a fruit held with one hand and holding its leg with the other, the slightly worn wood bearing a good patina and the eyes inlaid in pale horn with dark pupils.

A WOOD NETSUKE OF A MONKEY

By Ikkan (1817-1893), Nagoya, 19th century Signed Gyonen shichijugo, Ikkan to (carved by Ikkan at the age of 75). 3.5cm (1 3/8in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 猿 銘「行年七十五一貫刀」 19世紀

Provenance:

Sydney L. Moss Ltd., London.

Published:

Katchen, N7, vol.2, p.111, no.K209.

Seated, its head lowered as it intently grooms itself, one leg forming the himotoshi, the slightly worn wood with a good patina and the eyes of pale translucent horn with dark pupils.

The signature has been read as Ichiun in the past but is believed to be a variant form of characters reading Ikkan. Several almost identical examples are recorded, including one with a more traditional form of the signature Ikkan illustrated in NKSJ, vol.8, no.2, Summer 1988, p.13, fig.9.

A WOOD NETSUKE OF A MONKEY

By Masanao, Yamada, Ise Province, 19th century Signed Masanao. 4.5cm (1¾in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 猿 銘「正直」 19世紀

Provenance:

Joseph Seo, New York, 1964.

Published:

Katchen, N7, vol.2, p.143, no.K216.

Seated, leaning forward, eating a fruit held in one hand while scratching its backside with the other, the wood stained and the pupils and teeth inlaid.







A WOOD NETSUKE OF FIVE MONKEYS

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

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

木彫根付 親子猿 銘「幸定」 19世紀

Provenance:

Victor Topper collection. Eskenazi Ltd., London, 1991.

Published:

Hurtig, MNA, p.172, no.715. Katchen, N7, vol.2, p.23, no.K892.

Two adult monkeys seated, eating fruit while their three offspring clamber around and over them, clustered together to form a compact composition in variously stained wood, the eyes and teeth inlaid with dark and light horn.

A WOOD NETSUKE OF A MONKEY

By Sadanobu, Tanba Province, 19th century Signed Sadanobu. 4.2cm (1 5/8in) high.

£4,000 - 5,000 JPY560,000 - 700,000 US\$5,000 - 6,200

木彫根付 猿 銘「貞信」 19世紀

Provenance:

Purchased at Sotheby's, 1943. M. T. Hindson collection.

Published:

Davey, MTH, p.243, no.754. Katchen, N7, vol.2, p.163, no.K221.

Seated on a huge peach, clutching one raised knee with both hands, a curled stalk with foliage trailing over its legs, the slightly worn wood with a good patina and the eyes inlaid with pale translucent horn.





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113

AN IVORY NETSUKE OF A MONKEY

After Kaigyokusai Masatsugu, Osaka, late 19th century Inscribed in an oval reserve Masatsugu. 3.2cm (11/4in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 猿 銘「正次」 19世紀後期

Provenance:

Purchased at Glendining & Co. Ltd., London, 1963.

Published:

Katchen, N7, vol.1, p.135, no.K201.

Seated, its head lowered as it scratches its right flank, its legs drawn forward and forming the himotoshi, the well-toned ivory slightly worn and the eyes inlaid in amber with dark pupils.

For somewhat similar examples, signed Kaigyoku, see Davey, MTH, p.52, nos.121/122.

113^{Υ Φ}

A WOOD NETSUKE OF A MONKEY AND CHILD

By Meikeisai Hojitsu, Edo/Tokyo, late 19th century Signed on an inlaid ivory tablet Hojitsu. 4.5cm (13/4in) wide.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

木彫根付 親子猿 銘「法實」 19世紀後期

Provenance:

Michael Tomkinson collection, no.593.

Published:

Meinertzhagen, MCI, p.174 (line drawing). Katchen, N7, vol.1, p.213, no.K205.

The parent seated, examining a flea held with one hand while with the other he protects his offspring lying peacefully asleep at his side, their faces inlaid with horn and the adult's ears of ivory.





A WOOD NETSUKE OF A COCKEREL

By Konan Minko, Tsu, Ise Province, early 19th century Signed Minko. 5.1cm (2in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 閑古鳥 銘「眠虎」 19世紀前期

Provenance:

Allan Pullar collection.

Published:

Katchen, N7, vol.2, p.83, no.K32.

Perched on a drum with its head turned to the left and its long tail trailing over the end of the drum, the well-toned wood slightly worn and the eyes inlaid in pale horn with dark pupils.

Konan Minko was probably a follower of Tanaka Minko. Few examples of his work have been recorded.

A WOOD NETSUKE OF A FAMILY OF CHICKENS

By Shuzan Yasusada, Echigo Province, 19th century Signed in a rectangular reserve Shuzan Yasusada saku with a kao. 3.5cm (1 3/8in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 親子鶏 銘「秋山安定作(花押)」 19世紀

Provenance:

Weiser collection.

Published:

Katchen, N7, vol.2, p.201, no.K28.

A cockerel standing with its head raised and turned to the left, while its mate and four chicks peck at a basketwork mat beneath, the slightly worn wood with a good patina and the pupils inlaid.





A WOOD NETSUKE OF A COCKEREL By Hokyudo Itsumin, Edo, 19th century

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 雄鶏 銘「逸民刀」 19世紀

Published:

Katchen, N7, vol.1, p.209, no.K27.

Seated, its head turned to the left, its tail feathers sweeping over its left flank and its legs drawn in for compactness, the slightly worn wood with a good patina and the eyes inlaid.

A DARK WOOD NETSUKE OF A DOG

By Tametaka, Nagoya, 18th century Signed in a raised oval reserve Tametaka. 8.5cm (3 3/8in) high.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

木彫根付 犬 銘「為隆」 18世紀

Provenance:

Spink & Son Ltd., London, 1976. Probably sold at Sotheby's, New York, 13 May 1983, lot 53. Sydney L. Moss Ltd., London, 1996.

Published:

Spink & Son Ltd., Netsuke, London, 1976, no.43. Katchen, N7, vol.2, p.19, no.K959.

Seated, its long neck twisted and its head raised, looking up, its legs drawn in for compactness and its tail rising over the right flank, the dark wood somewhat worn.





A WOOD NETSUKE OF A RECUMBENT DOG

Style of Tomotada, Kyoto, late 18th/early 19th century Unsigned. 4.8cm (1 7/8in) wide.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 犬 無銘 18世紀後期/19世紀前期

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.2, p.351, no.K48.

Lying with its head turned back to the right, bearing an alert expression, its legs drawn in for compactness, the slightly worn wood with a good patina and the pupils inlaid.

119^{Υ Φ}

AN IVORY NETSUKE OF A DOG

Style of Okatomo, Kyoto, early 19th century Unsigned. 6.4cm (21/2in) high.

£7,000 - 10,000 JPY980,000 - 1,400,000 US\$8,700 - 12,000

象牙彫根付 犬 無銘 19世紀前期

Provenance:

Eskenazi Ltd., London, 1967.

Published:

Katchen, N7, vol.2, p.285, no.K47.

Seated with one leg raised, its head turned back to the right and wearing a collar with a suspended bell around its neck, the slightly worn ivory with a good patina and the eyes inlaid.







AN IVORY NETSUKE OF A DOG

By Tomotada, Kyoto, 18th century Signed in a rectangular reserve *Tomotada*. 4.5cm (1¾in) wide.

£15,000 - 20,000 JPY2,100,000 - 2,800,000 US\$19,000 - 25,000

象牙彫根付 犬 銘「友忠」 18世紀

Published:

Katchen, N7, vol.1, p.23, no.K43.

Lying with its head turned back to the right and its tail curled, its legs drawn in and the pupils inlaid, the slightly worn ivory with a good patina.

A somewhat similar, unsigned example, was sold at Sotheby's, London, 15 October 1968, lot 122.









AN IVORY NETSUKE OF A WOLF

By Tomotada, Kyoto, late 18th century Signed in a rectangular reserve Tomotada. 5.1cm (2in) wide.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$9,900 - 12,000

象牙彫根付 狼 銘「友忠」 18世紀後期

Provenance:

Soustiel collection, 1963.

Published:

Katchen, N7, vol.1, p.81, no.K466.

Seated, leaning forward, its mouth open and its tail trailing forward between its hind legs, one forepaw resting on a large crab, which extends one pincer to nip the dog's toes, the slightly worn ivory with a good patina and the pupils inlaid.

For similar examples, see Meinertzhagen, MCI, p.917; and Earle, NFR, p.261, no.227.

This variety of wolf, Nihon okami (Canis lupus hodophilax), which once roamed throughout Japan's main islands, is believed to have become extinct in 1905, when a young male was captured in Nara Prefecture.

122^{Ү Ф}

AN IVORY NETSUKE OF A BITCH AND PUPS

Kyoto, late 18th century Inscribed at a later date in an oval reserve Masanao. 6cm (2 3/8in) wide.

£8,000 - 12,000 JPY1,100,000 - 1,700,000 US\$9,900 - 15,000

象牙彫根付 母犬に仔犬 銘「正直」 18世紀後期

Provenance:

Norton collection, purchased 1958.

Published:

Katchen, N7, vol.1, p.19, no.K36.

The adult lying with her head raised and bearing an alert expression, one pup clambering on her back while the other sits at her side, scratching its face, the slightly worn ivory of a good tone and the pupils inlaid.







A WOOD NETSUKE OF A DOG

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

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

木彫根付 犬 無銘 19世紀前期

Provenance:

Barry Davies Oriental Art, London.

Published:

Katchen, N7, vol.2, p.351, no.K960.

Seated, wearing a knotted collar, its body twisted to the right as it scratches its ear, the well-patinated wood slightly worn and the pupils inlaid.

A SMALL WOOD NETSUKE OF A PUPPY

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Signed Minko with kao. 3.8cm (11/2in) wide.

£800 - 1,200 JPY110.000 - 170.000 US\$990 - 1,500

木彫根付 仔犬 銘「岷江(花押)」 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.2, p.81, no.K71.

Seated, its head raised and turned to the right, its forelegs outstretched and one hind leg forming the himotoshi, the slightly worn wood of a good tone and the eyes inlaid in brass with dark pupils.

A SMALL WOOD NETSUKE OF A PUPPY

By Kano Tomokazu, Gifu, Mino Province, early 19th century Signed in an oval reserve Tomokazu. 3.2cm (11/4in) high.

£1,500 - 2,000 JPY210.000 - 280.000 US\$1,900 - 2,500

木彫根付 仔犬 銘「友一」 19世紀前期

Provenance:

Joseph Seo, New York, 1963.

Published:

Katchen, N7, vol.2, p.109, no.K76.

Seated, licking one raised foreleg with one hind leg forming the himotoshi, in a compact composition in slightly worn and well-patinated wood, the eyes inlaid in pale horn with dark pupils.







A SMALL WOOD NETSUKE OF A PUPPY

By Hidari Issan, Iwashiro Province, 19th century Signed in a rectangular reserve Hidari Issan. 3.2cm (11/4in) high.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 仔犬 銘「左一山」 19世紀

Provenance: Eymery collection.

Published: Katchen, N7, vol.2, p.191, no.K66.

Seated, facing ahead, bearing an alert expression, its open mouth revealing teeth inlaid with bone, and its eyes of pale translucent horn with dark pupils, one hind leg forming the himotoshi.

127^{Υ Φ}

A WOOD NETSUKE OF A DOG ON A SHELL

By Hoshin, Kyoto, late 18th/early 19th century Signed Hoshin. 4.8cm (1 7/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 犬に鮑 銘「奉真」 18世紀後期/19世紀前期

Published:

Katchen, N7, vol.1, p.27, no.K53.

The pup sprawling on a huge awabi (abalone) and playing with a cord attached to one end, the wood slightly worn, one cord hole ringed with ivory and the eyes inlaid in ivory with dark pupils.

A WOOD NETSUKE OF A BITCH AND PUPS

By Masakazu, 19th century Signed in an oval reserve Masakazu. 4.5cm (13/4in) wide.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 母犬に仔犬 銘「正一」 19世紀

Provenance:

Sparweisser collection, purchased 1961.

Published:

Katchen, N7, vol.2, p.21, no.K74.

The parent recumbent, her head turned to the left as she licks the back of one pup which climbs over the other at her side, two hind legs forming the himotoshi, the slightly worn wood with a dark patina and the eyes inlaid in pale horn with dark pupils.





AN IVORY NETSUKE OF A PUPPY

By Kaigyokusai Masatsugu (1813-1892), Osaka, mid/late 19th century Signed in a rectangular reserve Kaigyokusai with seal Masatsugu. 3.8cm (11/2n) wide.

£20,000 - 30,000 JPY2,800,000 - 4,200,000 US\$25,000 - 37,000

象牙彫根付 仔犬 銘「懐玉斎 正次(方印)」 19世紀中期/後期

Provenance:

Purchased at Boons Park, Kent, England, 1964.

Published:

Katchen, N7, vol.1, p.123, no.K63.

Lying with its head turned to the left and its left paws resting on a bird whistle, one leg forming the himotoshi, a knotted collar around its neck, with one long cord trailing over the back and beneath, the ivory unstained and the eyes inlaid in amber.

Similar examples are illustrated in Davey, MTH, p.53, no.126 and Lazarnick, NIA, vol.1, p.563.

In 1964, Julius Katchen surprised netsuke aficionados, including Geoffrey Moss, who was bidding for him, as well as the underbidder, Douglas Wright, by paying the record price £945 for this netsuke in a small country sale, a record which stood unchallenged for five years.









AN IVORY NETSUKE OF A PUPPY

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed in an oval reserve Mitsuhiro. 4.2cm (1 5/8in) wide.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

象牙彫根付 仔犬に蜻蛉 銘「光廣」 19世紀

Provenance:

A Kroch collection.

Published:

Katchen, N7, vol.1, p.123, no.K61.

Seated, its head lowered and facing ahead, a large dragonfly having alighted on its back, one leg forming the himotoshi, the slightly worn ivory typically stained and the pupils inlaid.

The design is listed in Ohara Mitsuhiro, TTB, no.16.

A very similar example is illustrated in Lazarnick, NIA, vol.1, p.777.

A WOOD NETSUKE OF A RECUMBENT BOAR

By Ikkan (1817-1893), Nagoya, 19th century Signed in an oval reserve Ikkan. 5.1cm (2in) wide.

£6,000 - 8,000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

木彫根付 猪 銘「一貫」 19世紀

Provenance:

T. Driberg collection, purchased at Sotheby's, London, 1964.

Published:

Katchen, N7, vol.2, p.17, no.K12.

Lying with its body twisted to the right and its head raised with open mouth, its legs drawn in, one forming the himotoshi, the slightly worn wood with a good patina and the eyes inlaid in pale translucent horn with dark pupils.







AN IVORY NETSUKE OF A GALLOPING BOAR

Kyoto, early 19th century Unsigned. 5.4cm (2 1/8in) wide.

£3,000 - 4,000 JPY420.000 - 560.000 US\$3,700 - 5,000

象牙彫根付 猪 無銘 19世紀前期

Provenance:

Purchased at Sotheby's, London, 1959.

Published:

Katchen, N7, vol.2, p.281, no.K5.

Facing ahead with open mouth as it runs full pelt, its hind legs stretched out at the back, the slightly worn ivory of a good tone and the pupils inlaid.

AN EBONY OR KUROGAKI NETSUKE OF A BOAR AND SNAKE

By Tanaka Minko (1735-1816), Tsu, Ise Province, late 18th/early 19th century Signed Minko with kao. 4.5cm (13/4in) wide.

£2.000 - 3.000 JPY280,000 - 420,000 US\$2,500 - 3,700

黒柿/黒檀彫根付 猪 銘「岷江(花押) 18世紀後期/19世紀前期

Provenance:

Purchased at Glendining & Co. Ltd., London, 1965. A. D. E. Craig collection.

Published:

Katchen, N7, vol.2, p.85, no.K16.

The wild boar recumbent, facing ahead, while the snake winds around its right hind leg and slithers over its back, one leg forming the himotoshi, the wood slightly worn and the eyes inlaid in brass with dark pupils.

134^{ҮФ}

A BLACK WOOD AND IVORY NETSUKE OF A BOAR AND SNAKE

School of Kaigyokusai Masatsugu, Osaka, late 19th century Inscribed Kaigyokusai. 4.5cm (1¾in) wide.

£7.000 - 10.000 JPY980,000 - 1,400,000 US\$8,700 - 12,000

木・象牙彫根付 猪に蛇 銘「懐玉斎」 19世紀後期

Provenance:

Douglas J. K. Wright, London, 1960.

Published:

Katchen, N7, vol.1, p.119, no.K9.

The boar lying with its head lowered, one leg over a rock at its side through which the snake winds, the eyes of pale translucent amber with dark pupils, the rock inlaid with lichen in green-stained ivory.







A WOOD NETSUKE OF A RECUMBENT WILD BOAR

By Naito Toyomasa (1773-1856), Tanba Province, early 19th century Signed in an oval reserve *Toyomasa*. 5.4cm (2 1/8in) wide.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$9,900 - 12,000

木彫根付 猪 銘「豊昌」 19世紀前期

Published:

Katchen, N7, vol.2, p.161, no.K21.

Lying with its head raised and turned to the left, its mouth open and its legs drawn in for compactness, the slightly worn wood with a good patina, the eyes inlaid in pale horn.

For somewhat similar examples, see Bandini, SON, p.104, no.152, Lazarnick, NIA, 1191, Kurstin, NSCJ, p.70 and Davies, WGB, no.45.







Other Animals

136^{Ү Ф}

AN IVORY NETSUKE OF A CAT

18th century Unsigned. 3.2cm (11/4in) high

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 猫 無銘 18世紀

Published:

Katchen, N7, vol.2, p.291, no.K369.

Seated on a rectangular base, leaning back with its tail passing forward over its outstretched hind legs, the slightly worn ivory with a rich patina.

137

A WOOD NETSUKE OF A CAT GEISHA

By Ittan, Nagoya, 19th century Signed Ittan gito (carved in fun by Ittan). 5cm (2in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 猫芸者 銘「一旦戯刀」 19世紀

Provenance:

W. L. Behrens collection, no.905. L. A. Luxmoore collection, purchased at Sotheby's, London, 1969.

Meinertzhagen, MCI, p.249 (not illustrated). Katchen, N7, vol.2, p.37, no.K367.

Standing, masquerading as a woman, holding up the hem of her kimono which is open at the neck, one hand raised to the side, the stained wood slightly worn.

138

A LACQUERED WOOD NETSUKE OF A RECUMBENT CAT

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

£700 - 800 JPY98,000 - 110,000 US\$870 - 990

木彫漆塗根付 猫 無銘 18世紀後期/19世紀前期

Provenance:

Purchased at Hotel Drouot, Paris, 1965.

Published:

Katchen, N7, vol.2, p.431, no.K370.

Lying asleep, its legs drawn in beneath to form a compact composition, the wood lacquered dark grey and slightly worn.









139^{Υ Φ}

AN IVORY NETSUKE OF A RECUMBENT STAG

By Gechu, late 18th/early 19th century Signed in an irregular reserve Gechu. 3.8cm (11/2n) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 牡鹿 銘「牙虫」 18世紀後期/19世紀前期

Provenance:

M. M. Hepworth collection. M. T. Hindson collection.

Published:

Davey, MTH, p.29, no.45. Katchen, N7, vol.1, p.149, no.K384.

Lying with its head turned back to the left and its legs drawn in for compactness, the ivory slightly worn and the pupils inlaid.

It has been suggested that the signature of Gechu in an irregular reserve may be the work of a close follower, regarded by some as Gechu II.

140^{Υ Φ}

AN IVORY NETSUKE OF A STAG AND YOUNG

By Okatomo, Kyoto, late 18th/early 19th century Signed in a rectangular reserve Okatomo. 4.8cm (1 7/8in) wide.

£20,000 - 25,000 JPY2,800,000 - 3,500,000 US\$25,000 - 31,000

象牙彫根付 牡鹿と子鹿 銘「岡友」 18世紀後期/19世紀前期

Provenance:

Joseph Seo, New York, 1963.

Published:

Katchen, N7, vol.1, p.77, no.K378.

The adult lying with his head turned back to the left, its legs drawn in while its young lies at its side with head raised, the slightly worn ivory of a good tone and the pupils inlaid.

For similar examples by Okatomo, see Cohen, ISN, p.34, no.42 and Harris, HGBM, no.291. Another of a fawn and young, the latter climbing on its parent's back, is illustrated in Meinertzhagen, MCI, p.617.



141^{ΥΦ}

A LARGE IVORY NETSUKE OF A STAG

After Tomotada, Kyoto, 19th century Inscribed in a rectangular reserve Tomotada. 10.5cm (4 1/8in) high.

£50,000 - 70,000 JPY7,000,000 - 9,800,000 US\$62,000 - 87,000

象牙彫根付 牡鹿 銘「友忠」 19世紀

Provenance:

Purchased at Hauswedell, Hamburg, 1962.

Anne Hull Grundy, 'Tomotada and Okatomo, in Relation to the Kyoto School of Netsuke Carvers' in The Antique Collector, Part I, June 1963, p.107, fig.1. Katchen, N7, vol.1, p.77, no.K375.

Seated, its head raised and with open mouth as it bays to the sky, its antlers pressed back and its legs drawn in, the slightly worn ivory with a good patina and the pupils inlaid.

For smaller versions of the subject by Okatomo, see Bandini, SON, p.118, no.172; and Earle, NFR, p.260, no.226.







AN EBONY NETSUKE OF AN ASIAN BLACK BEAR

By Kaigyokusai Masatsugu (1813-1892), Osaka, 19th century Signed in a polished rectangular reserve Kaigyoku. 4.2cm (1 5/8in) wide.

£8,000 - 10,000 JPY1,100,000 - 1,400,000 US\$9,900 - 12,000

黒檀彫根付 月輪熊 銘「懐玉」 19世紀

Provenance:

Dr Wolf collection, purchased from Barry Davies Oriental Art, 1998.

Published:

Katchen, N7, vol.1, p.147, no.K358.

Seated, leaning forward to lick one forepaw, an ivory crescent inlaid on its chest, its eyes inlaid in amber with dark pupils.

This is one of only three netsuke of a bear by Kaigyokusai. The other two are similar to each other, each leaning forward to lick its right forepaw. One is from the Baron Go collection, housed in the Tokyo National Museum (Arakawa, GCN, no.96), the other in the Raymond and Frances Bushell collection in the Los Angeles County Museum of Art (Goodall, BLACMA, no.364).

143^{Υ Φ}

AN EBONY NETSUKE OF AN ASIAN BLACK BEAR

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

黒檀彫根付 月輪熊 銘「栄一(花押)」 19世紀

Published:

Katchen, N7, vol.2, p.43, no.K360.

Seated with its feet together, turning to the left, the distinctive pale flash on its chest inlaid with ivory, its eyes of shell with dark pupils.





A RARE WOOD NETSUKE OF A DROMEDARY

Late 19th century/early 20th century Unsigned. 5.4cm (2 1/8in) high.

£2,000 - 3,000 JPY280,000 - 420,000 US\$2,500 - 3,700

木彫根付 駱駝 無銘 19世紀後期/20世紀前期

Provenance:

Sydney L. Moss Ltd.

Published:

Katchen, N7, vol.2, p.382, no.K357.

Standing, its head turned back to the left, three legs together and one foreleg raised, forming a compact composition in dark wood, the pale eyes with dark pupils.

145^{Υ Φ}

AN IVORY NETSUKE OF A BAT

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed Mitsuhiro with a kao. 4.2cm (1 5/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 蝙蝠 銘「光廣(花押)」 19世紀

Provenance:

Sydney L. Moss Ltd., London, 1971.

Published:

Katchen, N7, vol.1, p.163, no.K473.

Resting with wings spread on a roof tile, the end of which is carved in relief with a cross, the bat stained black and probably added at a later date.

A netsuke of a roof-tile with a frog by Mitsuhiro is illustrated in Davey, MTH, p.45, no.97.







Birds

146

A WOOD NETSUKE OF A FORMALISED SPARROW

By Goro, probably 18th century Signed Goro. 5.1cm (2in) wide.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

木彫根付 雀 銘「呉呂」 推定18世紀

Provenance:

Purchased from Naprstkovo Muzeum (the National Museum), Prague.

Published:

Werner Forman, et al, JN, p.44. Naprstkovo Muzeum, Prague, 1962, no.334. Katchen, N7, vol.2, p.239, no.K524.

Shown flying, its wings spread, its short tail erect and its head raised, facing ahead, the slightly worn wood with a good patina and the eyes inlaid.

The maker may be Sekiura Goro, mentioned in Lazarnick, NIA, p.934. 147^{Υ Φ}

AN IVORY NETSUKE OF A QUAIL

Early 19th century Unsigned. 5.1cm (2in) wide.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

象牙彫根付 鶉 無銘 19世紀前期

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.2, p.305, no.K517.

Standing on a millet head, its head turned to the right and a large leaf passing over its back, the well-toned ivory slightly worn and the eyes inlaid.

148^{Ү Ф}

AN IVORY NETSUKE OF A PARROT

Early 19th century Unsigned. 4.5cm (1¾in) high.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 鸚鵡 無銘 19世紀前期

Provenance:

Hartman, New York, 1963.

Published:

Katchen, N7, vol.2, p.303, no.K480.

Perched on a short section of pine branch, its head turned to one side and its wings drawn in, forming a compact composition in rather worn and well-toned ivory, the eyes inlaid.







AN IVORY NETSUKE OF TWO CHICKS

By Tadamitsu, Kyoto, early/mid 19th century Signed in an oval reserve Tadamitsu. 3.5cm (1 3/8in) high.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 雛鳥 銘「忠光」 19世紀前期/中期

Provenance:

Sydney L. Moss Ltd., 1974.

Published:

Katchen, N7, vol.1, p.91, no.K910.

One bird resting, facing ahead, while the other clambers onto its back, the well-toned ivory slightly worn and the pupils inlaid with pale translucent horn.

150^{Υ Φ}

A SMALL IVORY NETSUKE OF TWO PHEASANTS

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

£1,500 - 2,000 JPY210.000 - 280.000 US\$1.900 - 2.500

象牙彫根付 双孔雀 銘「景利」 19世紀

Provenance:

Mrs. Spencer Gollan collection. Bluth collection, purchased from Sydney L. Moss Ltd., London.

Published:

Joly and Tomita, JAH, no.N138. Katchen, N7, vol.1, p.95, no.K502.

The two birds standing side by side on a peony branch, surrounded by numerous blooms and foliage, carved in fine detail, the ivory unstained and the eyes inlaid.

151^{ҮФ}

A SMALL IVORY NETSUKE OF TWO QUAILS

School of Okatomo, Kyoto, early 19th century Inscribed Okatomo. 3.2cm (11/4in)long.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 双鶉 銘「岡友」 19世紀前期

Published:

Katchen, N7, vol.1, p.89, no.K515.

The two birds seated on two large heads of millet with foliage, forming a compact composition, the well-toned ivory slightly worn and the pupils inlaid.







AN UNUSUAL IVORY NETSUKE OF TWO BIRDS

19th century Unsigned. 4.2cm (1 5/8in) wide.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 鳥 無銘 19世紀

Provenance:

Purchased at Hotel Drouot, Paris.

Published:

Katchen, N7, vol.2, p.305, no.K498.

Formed as an abstract model of two birds at either end of a pile of papers, the welltoned ivory slightly worn and the eyes inlaid in pale amber.

For a very similar example, see Bushell, NFU, p.206, no.633. Bushell opines that the design may be an allusion to the belief that sparrows live in pairs and are monogamous. Another, inscribed Kaigyoku, is illustrated in Coullery, Baur, p.197, no.C482.

153^{Υ Φ}

AN IVORY NETSUKE OF A CRESTED CRANE

Early 19th century Unsigned. 4.2cm (1 5/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 鶴 無銘 19世紀前期

Provenance:

Sydney L. Moss Ltd., London.

Published:

Katchen, N7, vol.2, p.305, no.K488.

Resting, its neck folded back and its plumage carved in a simplified manner, the well-toned ivory slightly worn and the eyes inlaid.

154^{Ү Ф}

AN IVORY NETSUKE OF A CRANE

After Ohara Mitsuhiro, Osaka, late 19th century Inscribed Mitsuhiro. 4.2cm (1 5/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 鶴 銘「光廣」 19世紀後期

Provenance:

Andrew Somlyo collection.

Published:

Katchen, N7, vol.1, p.161, no.K484.

Seated, its head turned back to the left and one leg resting on a large egg at its side, the ivory slightly worn and the eyes inlaid in amber with dark pupils.

There are a number of netsuke of cranes bearing the name Mitsuhiro which appear not to be from the hand of the famous Osaka master Ohara Mitsuhiro and some of these are said to be by Ueda Kohosai, an artist better known for his ivory okimono.



A RARE IVORY NETSUKE OF A CRANE

By Masanao, Kyoto, late 18th century Signed in an oval reserve Masanao. 4.8cm (1 7/8in) wide.

£20,000 - 30,000 JPY2,800,000 - 4,200,000 US\$25,000 - 37,000

象牙彫根付 鶴 銘「正直」 18世紀後期

Provenance:

Gordon Fox collection, Montreal.

Published:

Moss, EIN, no.44. Katchen, N7, vol.1, p.91, no.K483.

Of almost circular compact manju form, its neck bent and its head resting on one spread wing, the plumage carved in delicate low relief on the reverse, the slightly worn ivory with a good patina and the one visible eye with an inlaid pupil.

Although of flattened form, the crane exhibits some of the attributes associated with the work of Masanao, the strong neck, the finely carved plumage, and a well placed and confidently engraved signature.









AN IVORY NETSUKE OF AN OWL

School of Ohara Mitsuhiro, Osaka, 19th century Inscribed in an irrregular reserve Mitsuhiro. 3.2cm (11/4in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 梟 銘「光廣」 19世紀

Provenance:

Sydney L. Moss Ltd., London, 1958.

Published:

Katchen, N7, vol.1, p.159, no.K509.

Perched on one end of a large forked branch which is stippled for effect, the slightly worn ivory typically stained and the eyes inlaid.

157^{Υ Φ}

A WOOD NETSUKE OF AN OWL

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

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

銘「一丘」 19世紀後期 木彫根付 梟

Provenance:

Andrew Somlyo collection, acquired 1967.

Published:

Katchen, N7, vol.2, p.237, no.K512 (erroneously described as by Tou).

Seated on a creeper-clad branch, facing ahead and with two minute ivory owlets emerging from holes in the branch at its side, the wood slightly worn and the eyes inlaid with mother of pearl.



158^Y

A WOOD NETSUKE OF A CHICK

By Hasegawa Ikko, 19th century Signed Ikko. 4.2cm (1 5/8in) wide.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

木彫根付 雛鳥 銘「一虎」 19世紀

Published:

Katchen, N7, vol.2, p.83, no.K33.

The chubby recently hatched bird with a concerned expression, the pale wood slightly worn, its crest inlaid with coral and its eyes of bone with dark pupils.

A WOOD NETSUKE OF A FLYING SWAN

Late 19th/early 20th century Unsigned. 7.6cm (3in) long.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

木彫根付 白鳥 無銘 19世紀後期/20世紀前期

Provenance:

Ladejinsky collection. Hartman, New York, 1963.

Published:

Katchen, N7, vol.2, p.387, no.K503.

Of slender form, flying with its wings drawn in and its long neck extended, the well-toned wood slightly worn and the eyes inlaid.

160^{Y Φ}

A WOOD NETSUKE OF A DUCK

By Hara Shumin, Edo, 19th century Signed Shumin with seal Hara. 4.5cm (13/4in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 銘「舟珉 原(方印)」 19世紀

Provenance:

K. R. Jordan collection.

Published:

Katchen, N7, vol.2, p.239, no.K479 (misdescribed as a cormorant by a different artist).

Resting with its head turned back to the left, its beak resting on its back, forming a compact composition, the wood slightly worn and the large cord hole ringed with ivory.







A LACQUER NETSUKE OF A GULL

19th century Unsigned. 4.5cm (13/4in) wide.

£500 - 700 JPY70,000 - 98,000 US\$620 - 870

漆塗木彫根付 鴎 無銘 19世紀

Provenance:

W. W. Winkworth collection.

Published:

Katchen, N7, vol.2, p.433, no.K495.

Shown resting on water and facing ahead, its entire body lacquered in black and red, in Negoro style.

For somewhat similar netsuke of birds lacquered in Negoro style, see Bushell, NFU, pp.162-163, nos.399, 404 and 408.

A SMALL LACQUER NETSUKE OF A STYLISED SPARROW

Late 19th century Unsigned. 3.5cm (1 3/8in) wide.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

漆塗木彫根付 19世紀後期

Provenance:

Raymond and Frances Bushell collection.

Published:

Bushell, IHB, p.67, no.43. Christie's, London, Bushell Collection of Netsuke Part I, 27 October 1987, lot 260. Katchen, N7, vol.2, p.435, no.K911.

The chubby bird gold-lacquered with silver lacquer on the underside with black details.

MARINE AND AQUATIC

A LACQUERED NETSUKE OF AN OCTOPUS TENTACLE

By Shunzan, early 19th century Signed Shunzan no kizami. 5.1cm (2in) wide.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

漆塗木彫根付 蛸の触手 銘「春山之刻」 19世紀前期

Provenance:

Hartman, New York, 1968.

Published:

Katchen, N7, vol.2, p.215, no.K573.

Severed at its thick end and curled to form a compact composition, lacquered in slightly worn black and red lacquer in Negoro style.





164^{Υ Φ} AN IVORY NETSUKE OF AN OCTOPUS 19th century Unsigned. 4.2cm (1 5/8in) high.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

象牙彫根付 蛸壷に蛸 無銘 19世紀

Provenance:

Purchased in London, 1960.

Published:

Katchen, N7, vol.2, p.307, no.K566.

Trapped within a tsubo pot and trying to escape, one tentacle having broken a hole in the side of the pot, which is applied with small shells in lacquer.

A WOOD NETSUKE OF AN OCTOPUS

By Michael Webb (1934-2011), Yorkshire, England, circa 1990 Signed in ukibori MJW. 5.1cm (2in) wide.

£3,000 - 4,000 JPY420,000 - 560,000 US\$3,700 - 5,000

木彫根付 蛸 銘「MJW」 1990年頃

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.2, p.255, no.K918.

Carved in a very naturalistic manner, its head and body covered with ukibori pimples while its tentacles and legs are folded in and overlapping to form a compact composition in stained wood, the pupils inlaid.





A WOOD NETSUKE OF TWO SHARKS

By Michael Webb (1934-2011), Yorkshire, England, 1988 Signed in ukibori MJW Made this at Cropton near York October 1988. 5.4cm (2 1/8in) wide.

£1,200 - 1,500 JPY170.000 - 210.000 US\$1,500 - 1,900

木彫根付 鮫二匹 銘「MJW Made this at Cropton near York October 1988 」 1988年

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.2, p.255, no.K917.

Swimming side by side, their conjoined tails threshing the water and their fins overlapping, the wood dark stained and their pupils inlaid.

A RARE WOOD NETSUKE OF A GOLDFISH

By Shunko, Tsu, Ise Province, 19th century Signed in an oval reserve Shunko. 4.8cm (1 7/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 蘭鋳金魚 銘「春江」 19世紀

Provenance:

Frederick Meinertzhagen collection. M. M. Hepworth collection. M. T. Hindson collection.

Published:

Davey, MTH, p.214, no.659. Meinertzhagen, MCI, p.781.

The curious and grotesque fish of the globular ranchu species shown swimming, its tail and fins folded in to its squat body to form a compact composition in slightly worn, dark-stained wood.

A very similar example by Masanao of Ise is illustrated in Baker and Smith, NMSJBM, p.103, no.186.







A WOOD NETSUKE OF A CARP

Edo, 19th century Inscribed on an inlaid ivory tablet Hogyoku. 5.4cm (2 1/8in) high.

£4,000 - 5,000 JPY560,000 - 700,000 US\$5,000 - 6,200

木彫根付 鯉の滝登り 銘「法玉」 19世紀

Provenance:

Purchased at the Hotel Drouot.

Published:

Katchen, N7, vol.1, p.253, no.K539.

Valiantly swimming up a waterfall, while waves and spray crash around its tail, forming a compact composition, the spray drops inlaid with shell and metal, the eyes of ivory, with dark pupils.

A very similar example is illustrated in Davey, MTH, p.230, no.710.

169^{Υ Φ}

AN IVORY NETUKE OF A FISH HEAD

By Ohara Mitsuhiro (1810-1875), Osaka, 19th century Signed Mitsuhiro with a kao. 3.8cm (11/2n) wide.

£3,000 - 3,500 JPY420,000 - 490,000 US\$3,700 - 4,300

象牙彫根付 魚の頭 銘「光廣(花押)」

Provenance:

Eskenazi Ltd., London, 1968.

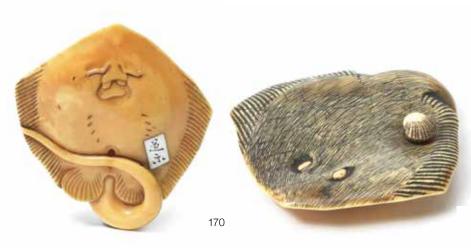
Published:

Katchen, N7, vol.1, p.165, no.K558.

The severed head resting in a shallow bowl of slightly irregular conical form, the stained and well-toned ivory slightly worn and the one visible pupil inlaid.

The design is listed in Ohara Mitsuhiro, TTB, no.93.

Compare with another piece with similar positioning of the himotoshi and signature with a kao in Lazarnick, NIA, p.1322.





A RARE IVORY NETSUKE OF A STING RAY

By Doraku(sai), Osaka, late 19th century Signed on a shell tablet Doraku. 5.7cm (21/4in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 鱏 銘「道楽」 19世紀後期

Provenance:

Sold at Glendining & Co. Ltd., London, 1936. Mme. Vermonden collection, purchased from Perlier, Cannes.

Published:

Meinertzhagen, MCI, p.47. Katchen, N7, vol.1, p.171, no.K553.

Shown swimming, forming a flat composition, the upper side stained and toned with sumi, its eyes in sunk relief and a cockleshell adhering to its back, the underside smooth and carved with the face of the fish.

A WOOD NETSUKE OF A DRIED FISH HEAD

By Ouchi Sosui (1911-1972), Tokyo, 20th century Signed Sosui. 5.4cm (2 1/8in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 干物の頭 銘「藻水」 20世紀

Provenance:

Raymond and Frances Bushell, 1965.

Published:

Katchen, N7, vol.1, p.255, no.K559.

The desiccated head roughly severed, with partially attached skin and lacking the lower jaw, realistically rendered in stained wood.







A WOOD NETSUKE OF A TURTLE

By Basui, 19th century Signed in an oval reserve Basui. 4.8cm (1 7/8in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 亀 銘「馬水」 19世紀

Published:

Katchen, N7, vol.2, p.40, no.K462 (the illustration transposed with no.K461).

Its head emerging from its shell and turned to be the right, its legs drawn in for compactness, the wood with a good patina and the pupils ringed with gold lacquer.

The output of Basui appears to be fairly small and is mostly limited to studies of turtles or tortoises. For an example of a tortoise and young in similar style, see Meinertzhagen, MCI, p.12.

173^{Υ Φ}

AN IVORY NETSUKE OF A CRAB

Early 19th century Unsigned. 5.7cm (21/4in) wide.

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

象牙彫根付 蟹 無銘 19世紀前期

Provenance:

Edward Gilbertson collection, no.71. G. G. Davies collection. M. T. Hindson collection.

Published:

Davey, MTH, p.322, no.985. Katchen, N7, vol.2, p.309, no.K536.

Resting on the shell of a large awabi (abalone), one pincer raised to its mouth as it eats a morsel, the shell hollowed out to one side beneath as the flesh of the fish oozes out, the well-toned ivory slightly worn and the crab's eyes inlaid.





AN IVORY NETSUKE OF A CUTTLEBONE

By Ueda Kohosai, Osaka, late 19th century Signed Kohosai. 5.7cm (21/4in)wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 烏賊骨 銘「公鳳斎」 19世紀後期

Provenance:

Frederick Meinertzhagen collection.

Published:

Meinertzhagen, ANC, no.116. Meinertzhagen, MCI, p.355. Katchen, N7, vol.1, p.171, no.K550.

The internal bone of the cuttlefish of typical simple form, the jagged end naturalistically carved and the creature's beak inlaid on the top in tortoiseshell, the slightly worn ivory of a good tone.

A very similar example is illustrated in Davey, MTH, p.45, no.95. Other examples by Ryukosai Jugyoku and Ohara Mitsuhiro are illustrated in Atchley and Davey, TVAC, nos.N83/84.

AN IVORY NETSUKE OF A CLAM WITH INTERIOR CARVING

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

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

象牙彫根付 蛤 無銘 19世紀

Provenance:

Purchased in Tokyo, 1963.

Published:

Katchen, N7, vol.2, p.307, no.K584.

Of typical form, carved inside with an elaborate scene of cranes among pine trees and rocks.







AN IVORY NETSUKE OF SHELLFISH

By Doraku, Osaka, 19th century Signed in a rectangular panel which forms the himotoshi, Doraku. 4.5cm (1¾in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 貝尽 銘「道楽」 19世紀

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.1, p.167, no.K581.

A cluster of shellfish of varying species, including clam, conch, scallop, and abalone, the clam opening to reveal a landscape carved within, the well-toned ivory slightly worn.

177^{Υ Φ}

AN IVORY NETSUKE OF A FROG

Early 19th century Unsigned. 4.5cm (1¾in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

象牙彫根付 蓮葉に蛙 無銘 19世紀前期

Provenance:

R. Longden, 1959.

Published:

Katchen, N7, vol.2, p.313, no.K608.

Seated on a large folded lotus leaf with its head turned slightly to the right, the well-toned ivory slightly worn and the eyes inlaid in amber.

A WOOD NETSUKE OF A TOAD ON A ROOF TILE

By Masamitsu, probably Nagoya, 19th century Signed Masamitsu. 3.2cm (11/4in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 蛙 銘「正光」 19世紀

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.2, p.51, no.K614.

Seated on a discarded roof tile, looking up as if about to leap, the tile carved at one end with a scroll and mitsu-domoe (three-comma motif), the wood slightly worn and the large eyes of pale translucent horn with dark pupils.







179 A WOOD NETSUKE OF A TOAD ON A ROOF TILE

By Sukeyuki, Takayama, Hida Province, late 19th century Signed Sukeyuki tsukuru. 3.5cm (1 3/5in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 瓦に蛙 銘「亮之造」 19世紀後期

Provenance:

Purchased at Hotel Drouot, Paris, 1968.

Published:

Katchen, N7, vol.2, p.131, no.K621.

Seated on a discarded roof tile, its head raised with an alert expression as if about to leap, the well-toned wood slightly worn and the eyes of pale translucent horn with dark pupils.

180^{Υ Φ}

AN IVORY NETSUKE OF A SNAIL

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

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 蝸牛 無銘 19世紀前期

Provenance:

Eskenazi Ltd., London, 1964.

Published:

Katchen, N7, vol.2, p.311, no.K628.

Slithering over two large leaves joined together, their veins carved in delicate low relief, the well-toned ivory slightly worn and the eyes inlaid at the end of the optic tentacles.

A WOOD NETSUKE OF A SNAIL

By Hokusui, 19th century Signed Hokusui. 3.5cm (1 3/8in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 蝸牛 銘「北水」 19世紀

Provenance:

James McHarg collection. Marchant & Son, London.

Published:

Katchen, N7, vol.2, p.241, no.K635.

Emerging from its shell, its body bent back to form a compact composition in slightly worn and well-patinated wood.



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A WOOD NETSUKE OF A SNAIL

By Nobusada, 19th century Signed Nobusada with kao. 3.8cm (11/2in) wide.

£1,000 - 1,500 JPY140,000 - 210,000 US\$1,200 - 1,900

木彫根付 蝸牛 銘「信貞(花押)」 19世紀

Provenance:

Schulmann collection, purchased 1969.

Published:

Katchen, N7, vol.2, p.175, no.K636.

Emerging from its shell, its body curled over the top and its optic tentacles extended, the slightly worn wood of a good colour.

183^{Υ Φ}

AN INLAID WOOD **NETSUKE OF A BUTTERFLY**

By a member of the Shibayama family, late 19th century Signed on a shell tablet Shibayama. 6cm (2 3/8in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫象嵌根付 蝶 銘「芝山」 19世紀後期

Provenance:

Sydney L. Moss Ltd., London, 1960.

Published:

Katchen, N7, vol.1, p.259, no.K589.

Of stylised form, the wings spread and inlaid with shell, ivory and tortoiseshell, a loop on the back forming the himotoshi.

A WOOD NETSUKE OF A CICADA

By Tomomitsu, late 19th century Signed in an oval reserve Tomomitsu. 5.1cm (2in) wide.

£1,200 - 1,500 JPY170,000 - 210,000 US\$1,500 - 1,900

木彫根付 蝉 銘「友光」 19世紀後期

Provenance:

Edward Gilbertson collection. W. L. Behrens collection, no.1676. Daniel Rouvière collection.

Published:

Katchen, N7, vol.2, p.55, no.K494.

Emerging from its pupa case over a large leaf, the cicada of boxwood, while the case and leaf are of dark-stained wood, the short looped stalk forming the himotoshi.







Plants

185

A WOOD NETSUKE OF A BAMBOO SHOOT

19th century Signed with a kao. 5.8cm (21/4in) high.

£800 - 1.000 JPY110.000 - 140.000 US\$990 - 1,200

木彫根付 孟宗と筍 銘「(花押)」 19世紀

Provenance:

Kaplan collection.

Published:

Katchen, N7, vol.2, p.397, no.K653.

Made in two parts, a thin section of bamboo with leaves attached to a large shoot pierced with irregular 'worm-eaten' holes revealing the figure of Moso within, the wood slightly worn and of a good colour.

186^{Υ Φ}

AN IVORY NETSUKE OF A KAKI (PERSIMMON) FRUIT

By Karaku, Osaka, 19th century Signed Gessetsuen Karaku. 3.5cm (1 3/8in) wide.

£600 - 800 JPY84,000 - 110,000 US\$740 - 990

象牙彫根付 柿 銘「月雪園花楽」 19世紀

Provenance:

Calatchi collection.

Published:

Katchen, N7, vol.1, p.179, no.K666.

The naturalistically rendered fruit with a forked stalk forming the himotoshi, the ivory lightly stained.

187^{Υ Φ}

AN IVORY NETSUKE OF A HALF NASUBI (EGG-PLANT)

By Shuosai Hidemasa II, Osaka, 19th century Signed Hidemasa. 4.8cm (1 7/8in) high.

£1.200 - 1.500 JPY170,000 - 210,000 US\$1,500 - 1,900

象牙彫根付 茄子 銘「秀正」 19世紀

Provenance:

W. W. Winkworth collection, purchased 1968.

Published:

Katchen, N7, vol.1, p.177, no.K668.

The vegetable hollowed out on one side, its curled calyx naturalistically rendered and a smaller eggplant at the side, forming the himotoshi, the ivory slightly worn, typically stained and of a good colour.







AN IVORY NETSUKE OF A PLUM BLOSSOM

By Kyokusai, Kyoto and Tokyo, late 19th/early 20th century Signed Kyokusai. 3.8cm (11/2n) wide.

£2.000 - 2.500 JPY280.000 - 350.000 US\$2,500 - 3,100

象牙彫根付 梅の花 銘「旭斎」 19世紀後期/20世紀前期

Provenance:

Purchased at Sotheby's, London, 1965.

Published:

Katchen, N7, vol.1, p.263, no.K641.

Naturalistically rendered in fine quality, unstained ivory, the petals incurved for compactness and two buds attached to the forked stalk on the underside.

A very similar example by Kyokusai from the Anne Hull Grundy collection, is illustrated in Meinertzhagen, MCI, p.402. Another, of a cherry blossom, is illustrated in Bushell, CN, p.161, fig.293. 189^{Ү Ф}

AN IVORY NETSUKE OF A CHRYSANTHEMUM BLOOM

By Tetsugendo Kyusai (1879-1938), Osaka, late 19th/early 20th century Signed in an oval reserve Kyusai. 3.8cm (11/2n) wide.

£1.500 - 2.000 JPY210,000 - 280,000 US\$1,900 - 2,500

象牙彫根付 菊 銘「鳩斎」 19世紀後期/20世紀前期

Provenance:

Marsh collection.

Published:

Katchen, N7, vol.1, p.263, no.K640.

The petals loosely folded in over the stamen for compactness, a short stalk on the underside forming the himotoshi.

Kyusai engraved his name with various kanji and used the present form of both characters prior to 1927 (see Lazarnick, NIA, p.695).

Compare with another piece sold at Christie's, London, Bushell Collection Part I, 27 October 1987, lot 43.







AN IVORY RYUSA STYLE MANJU NETSUKE

By Suzuki Tokoku (1836-1931), Edo/Tokyo, late 19th century Signed in a rectangular reserve Tokoku. 3.9cm (1½in) diam.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫柳左根付 四君子 銘「東谷」 19世紀後期

Published:

Katchen, N7, vol.1, p.263, no.K923.

Of shallow form, elaborately carved and pierced with the Shikunshi (four noble plants: ran (orchid), ume (plum), kiku (chrysanthemum) and take (bamboo), the ivory lightly stained.

Another example of the same subject attributed to Tokoku is illustrated in Sydney L. Moss Ltd., KG, vol.III, p.195, no.254.

Mythological Beasts

191^{ҮФ}

AN IVORY NETSUKE OF A SHISHI

Attributed to Mitsuharu, Kyoto, late 18th/early 19th century Inscribed in an oval reserve Tomotada. 4.8cm (1 7/8in) high.

£2,000 - 2,500 JPY280,000 - 350,000 US\$2,500 - 3,100

象牙彫根付 玉取獅子 銘「友忠」 18世紀後期/19世紀前期

Provenance:

Eskenazi Ltd., London.

Published:

Katchen, N7, vol.1, p.83, no.K427.

Seated, its head turned back to the left, its open mouth containing a loose ball and one forepaw resting on a large ball, carved with a formal design, the slightly worn ivory with a good patina and the pupils inlaid.

Although bearing the name Tomotada, the work is confidently attributed to Mitsuharu, who was responsible for a number of similar netsuke of the subject. Examples are illustrated in Lazarnick, NIA, p.773; Bandini, SON, p.15, no.17; and Okada and Neill, RAIB, p.34, no.6. Another example signed Tomotada is illustrated in Harris, HGBM, p.40, no.113.





192^{ҮФ}

A LARGE IVORY NETSUKE OF A SHISHI

School of Tomotada, Kyoto, late 18th century Inscribed in a rectangular reserve Tomotada. 5.7cm (21/4in) high.

£6,000 - 8,000 JPY840,000 - 1,100,000 US\$7,400 - 9,900

象牙彫根付 獅子 銘「友忠」 18世紀後期

Provenance:

Sydney L. Moss Ltd., London, 1959.

Published:

Katchen, N7, vol.1, p.83, no.K425.

Seated, its head turned back to the left and its legs together, forming a compact composition in slightly worn and well-patinated ivory, the pupils inlaid.

A somewhat similar example, signed Masatada, was sold at Christie's, London, 8 December 2016, lot 4.





193^{Ү Ф}

AN IVORY NETSUKE OF A SHISHI AND CUBS

Late 18th/early 19th century Unsigned. 6cm (2 3/8in) wide.

£3,000 - 5,000 JPY420,000 - 700,000 US\$3,700 - 6,200

象牙彫根付 親子獅子 無銘 18世紀後期/19世紀前期

Provenance:

Marchant & Son Ltd., London, 1969.

Published:

Katchen, N7, vol.2, p.293, no.K444.

The parent recumbent, its head raised with open mouth, one cub clambering onto its back while another stands at the side, biting its sibling's leg, the well-toned ivory slightly worn and the pupils inlaid.

A LARGE LACQUERED WOOD NETSUKE OF A SHISHI

By a member of the Kajikawa family, 19th century Signed Kajikawa saku with a red pot seal. 7cm (2¾in) wide.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

漆塗木彫根付 獅子 銘「梶川作(壺印)」 19世紀

Provenance:

W. W. Winkworth collection, purchased 1965.

Katchen, N7, vol.2, p.213, no.K441.

Seated, its head raised and turned to the left as it scratches its face with one hind paw, its body lacquered gold and grey.







A WOOD NETSUKE OF A SHISHI

By Tounsai, 19th century Signed Tounsai saku. 4.2cm (1 5/8in) wide.

£2,000 - 2,500 JPY280.000 - 350.000 US\$2,500 - 3,100

木彫根付 獅子 銘「東雲斎作」 19世紀

Published:

Katchen, N7, vol.2, p.235, no.K442.

Seated, its head turned to the left and one forepaw resting on a smooth decayed ball containing a smaller loose ball, the wood with a good patina and the pupils inlaid, the signature engraved in florid sosho script.

196^{Ү Ф}

A RARE IVORY NETSUKE OF A KIRIN

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

£2,500 - 3,000 JPY350,000 - 420,000 US\$3,100 - 3,700

象牙彫根付 麒麟 銘「景利」 19世紀

Provenance:

Eskenazi Ltd., London, 1988.

Published:

Katchen, N7, vol.1, p.73, no.K419.

Standing on a bank of clouds which swirl around its body, its head turned back to the right and flames licking around its head, the ivory unstained and the pupils inked.

The only other recorded netsuke of kirin by Kagetoshi is of ivory with two of the beasts running, encased in cloud. See Barry Davies Oriental Art, SNI, no.103.





A WOOD NETSUKE OF A BAKU

19th century Unsigned. 5.4cm (2 1/8in) wide.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

木彫根付 獏 無銘 19世紀

Provenance:

A. D. E. Craig collection, sold at Glendining & Co. Ltd., London, 2 March 1950, illustrated in the sale catalogue, pl.II. Purchased at Glendining & Co. Ltd, 1965.

Published:

Katchen, N7, vol.2, p.381, no.K354.

Standing, facing ahead with lowered head, its curly tail erect and flames licking up both sides of its body, the wood slightly worn with a good patina.

198^{Υ Φ}

AN IVORY NETSUKE OF A TENGU

By Tomotsugu, Edo, 19th century Signed in an irregular reserve Tomotsugu. 4.5cm (1¾in) high.

£800 - 1,200 JPY110,000 - 170,000 US\$990 - 1,500

象牙彫根付 天狗 銘「友次」 19世紀

Published:

Katchen, N7, vol.1, p.243, no.K450.

Seated, leaning forward and stirring miso in a deep mortar with his long nose, his wings drawn in at the back and a yamabushi (mountain monk) skull cap tied on his head.









199^{Ү Ф}

A WOOD NETSUKE OF A TENGU

By Tamekazu, 19th century Signed on an inlaid horn tablet Tamekazu. 3.8cm (11/2in) high.

£1,500 - 2,000 JPY210,000 - 280,000 US\$1,900 - 2,500

木彫根付 天狗 銘「為一」 19世紀

Provenance:

Possibly Edward Gilbertson collection, sold at Glendining & Co. Ltd., London, 1917. Lawrence, 1957.

Published:

Meinertzhagen, MCI, p.852. Katchen, N7, vol.2, p.237, no.K455.

Seated on a large clam, laughing, holding a feather fan and pointing to the flesh emerging from the jaws of the shell as he realises its erotic significance, the details inlaid in ivory, dark wood and horn.

An almost identical example was sold at Sotheby's, London, 1977, illustrated in Lazarnick, NIA, p.1072.

200

A WOOD NETSUKE OF A HATCHING TENGU

By Naito Toyomasa (1773-1856), Tanba Province, early 19th century Signed Toyomasa. 4.5cm (13/4in) high.

£4,000 - 6,000 JPY560,000 - 840,000 US\$5,000 - 7,400

木彫根付 天狗の卵 銘「豊昌」 19世紀前期

Provenance:

Joseph Seo, New York.

Published:

Katchen, N7, vol.2, p.171, no.K454.

Emerging from a large shell, using its hands to lever itself out, one wing spread over the shell at the back, the slightly worn wood with a good patina and the eyes inlaid with pale translucent horn.

For a very similar example, see Davey, MTH, p.240, no.744.

END OF SALE

SIGNATURE INDEX















































































































































































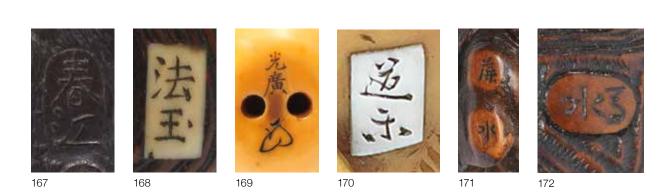






































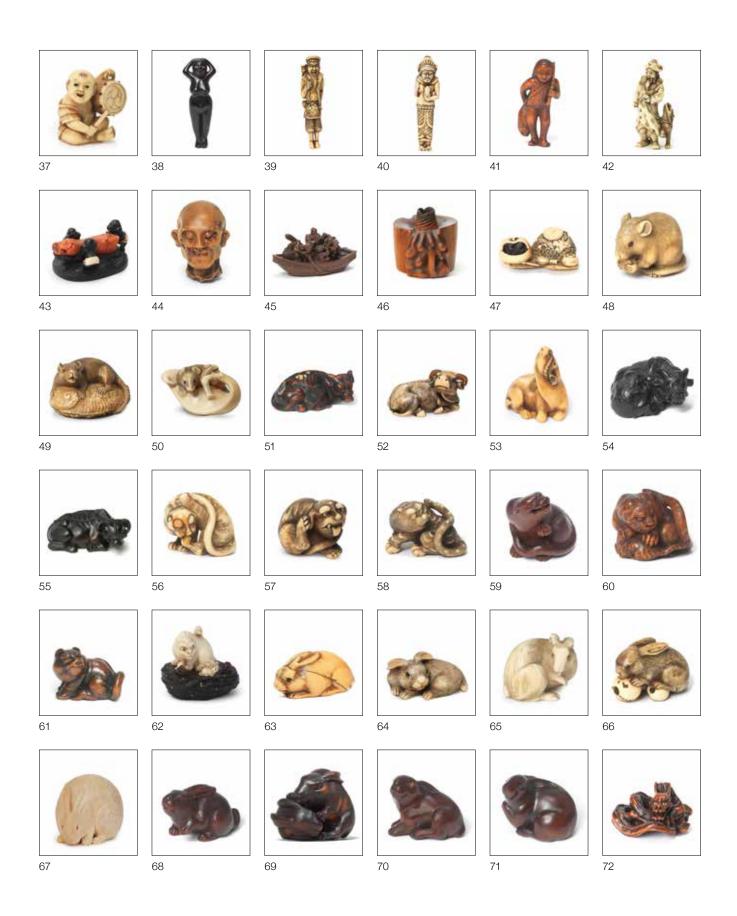
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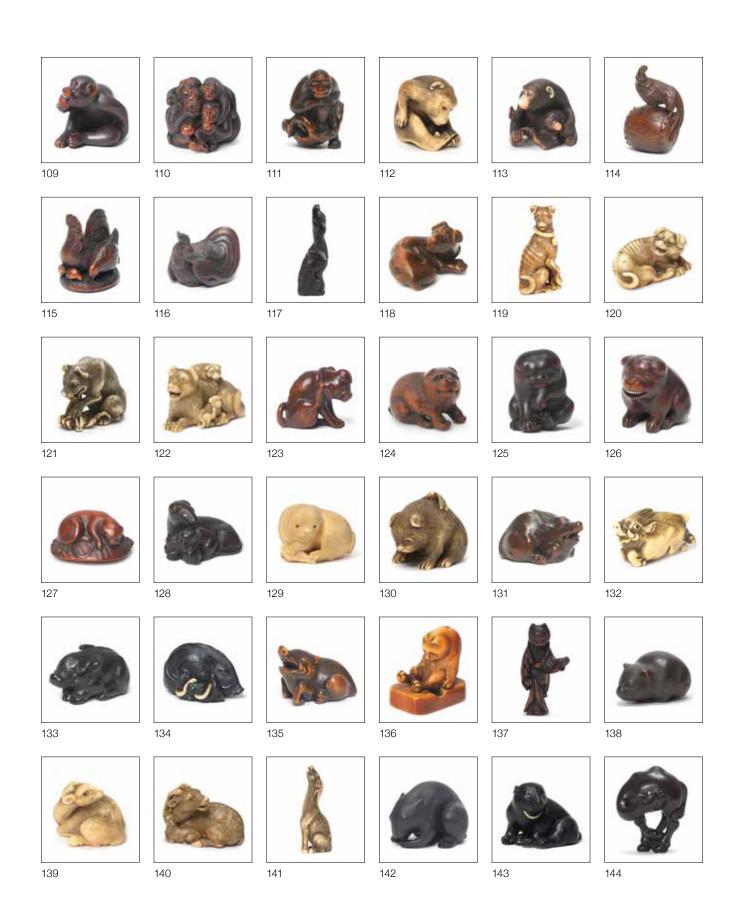


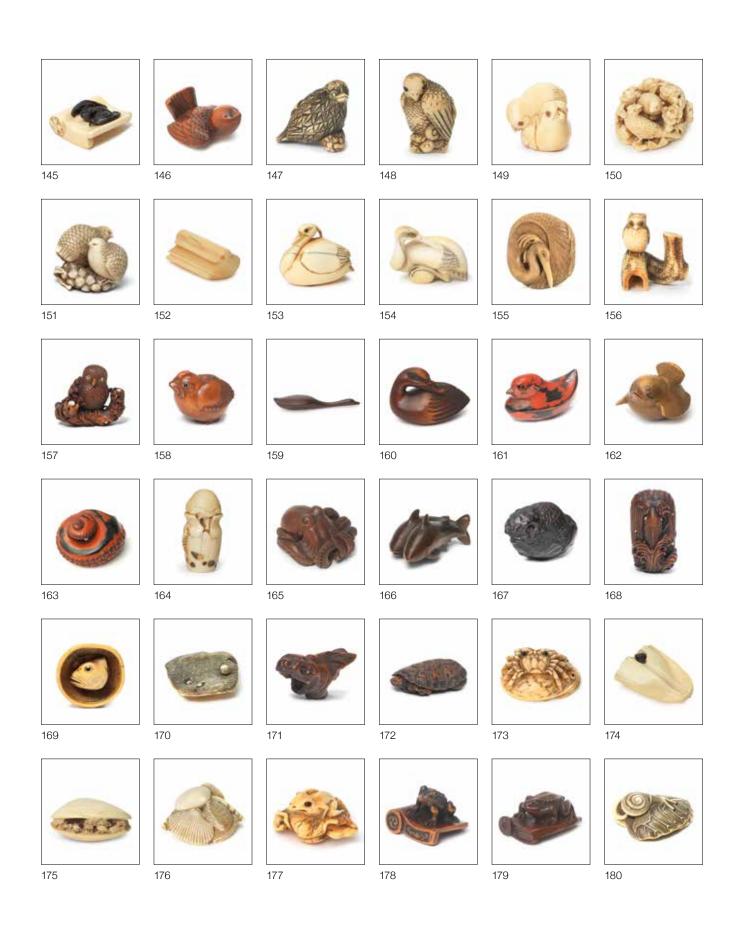
NETSUKE INDEX

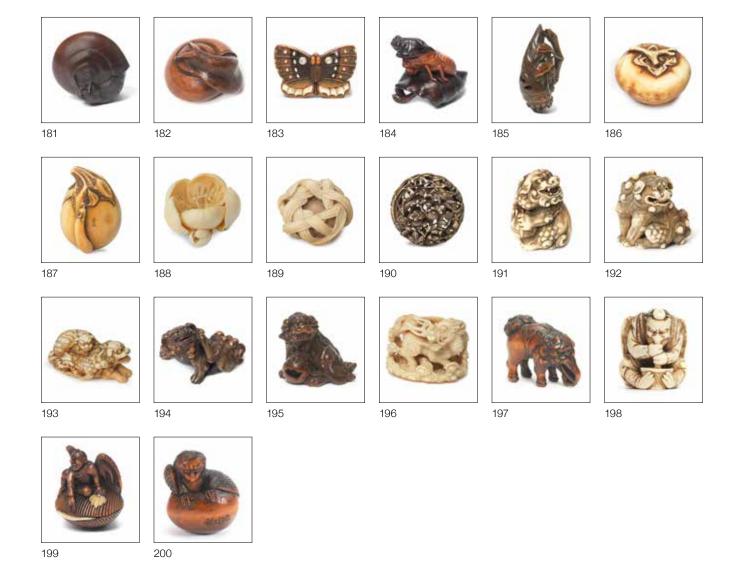












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オークションご参加方法

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ご登録	情報入手	オークション	落札	支払	お引渡し

1. ご登録

オークションに参加される方は、事前にご本人確認書類をご提出いただき、弊社のアカウント登録をお願いいたします。

- 個人:①身分証明書(運転免許証・パスポート等のコピー) ②公共料金等の領収済領収書
- 法人:ご登録者の上記①② ③法人証明書類(登記簿謄(抄)本/代表者事項証明書等) ご参加いただくオークションによっては、銀行照会(銀行詳細、口座番号等)をお願いする場合があります。

2. 情報入手

弊社ウェブサイト (Bonhams.com) で各オークションの詳細、電子カタログ等をご覧いただけます。また、ご興味のある品物がございましたら、お品物の詳しい状態やカタログには掲載されていない詳細写真等を掲載したコンディション・レポートをお送りいたします。製本版カタログはオークション開催の約2週間前から購入可能となります。年間を通じ、定期購読をお申込いただけます。

3. オークション

会場でのパドル入札のほか、書面、電話、ウェブによる入札を行っております。入札にご参加される場合は、事前に各開催地の入札参加条件(Condition of Sale / Notice to bidder)をご一読いただき、ご希望オークションへの登録申込をお願いいたします。

- 会場でのパドル入札 (Attendee Bidding): 会場内の登録カウンターでお申込いただきます(必ず身分証明書等をご持参ください)。ご登録後、番号が付いたパドルをお貸出いたします。オークションはカタログに掲載されたロット順に行われますので、ご希望のお品物が登場した際、パドルをあげて入札の意思表示をお願いいたします。落札に成功されましたら、オークショニアがお客様のパドル番号を間違いなく読み上げたことをご確認ください。
- **書面入札(Absentee Bidding) 電話入札(Telephone Bidding):** 事前の書面入札、当日の電話入札を受け付けております。カタログ巻末の「Bidding Form」に必要事項をご記入いただき、オークション開催 24 時間前までに郵送、Fax、Eメールにて弊社までお送りください(開催地で受付可)。電話入札の場合は、各部門スタッフが会場よりご指定の電話番号にご連絡いたします。
- ウェブによる Live 入札: 事前(オークション開催 48 時間前まで)にオンライン入札にご登録申込いただくと、ネット環境のある所であれば、どこからでもリアルタイムで入札が可能となり、画面を見ながらご自身で入札していただけます。

4. 落札.

落札に成功されますと、インボイス(ご請求書)とお支払方法の確認書類等をお送りいたします。記載された金額をお確かめの上、お支払手続きをお願いいたします。なお、落札後のキャンセルはお受けできません。

5. お支払

落札日の翌日から7日以内に<u>落札金額(Hammer price)と落札手数料(Buyer's premium)の合計額を</u>お支払ください。 現金、銀行送金、クレジットカード等によるお支払が可能です。お品物によっては、日本に持ち込む際の関税や輸入消費税等の支払 が必要となる場合がございます。

6. お引渡し

ご入金の確認がとれた後、お品物の引渡しが可能となります。お品物の輸送は、ご自身にて直接輸送会社をご手配いただくか、ボナム ズの輸送部を通じてお手続きを行うことができます。お品物によっては、輸出・輸入許可が必要になる場合がございます(例:象牙品 等ワシントン条約規制のお品物等)。

NOTICE TO BIDDERS

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

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

1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for 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 l ot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable 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 Buver'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 *Bidder* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale*

to any person even if that person has completed a Bidding

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 anvone 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 *Bonhars* 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 degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

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
- 8.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY AND TITLE

4.2

- 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.

FAILURE TO PAY FOR THE LOT

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- 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.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
 - .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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

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

3.3

- 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 [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
 - 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.
 - For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

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

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

10 OUR LIABILITY

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

GLOSSARY

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

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

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American Paintings

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Antique Arms & Armour

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Art Nouveau & Decorative Art & Design

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