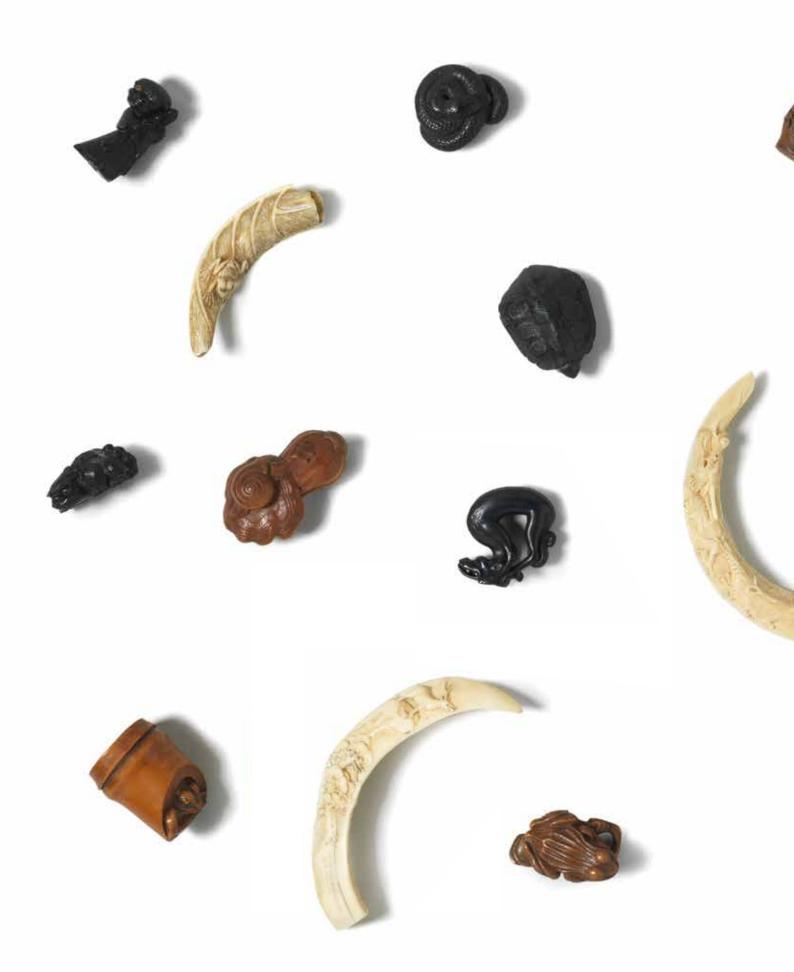
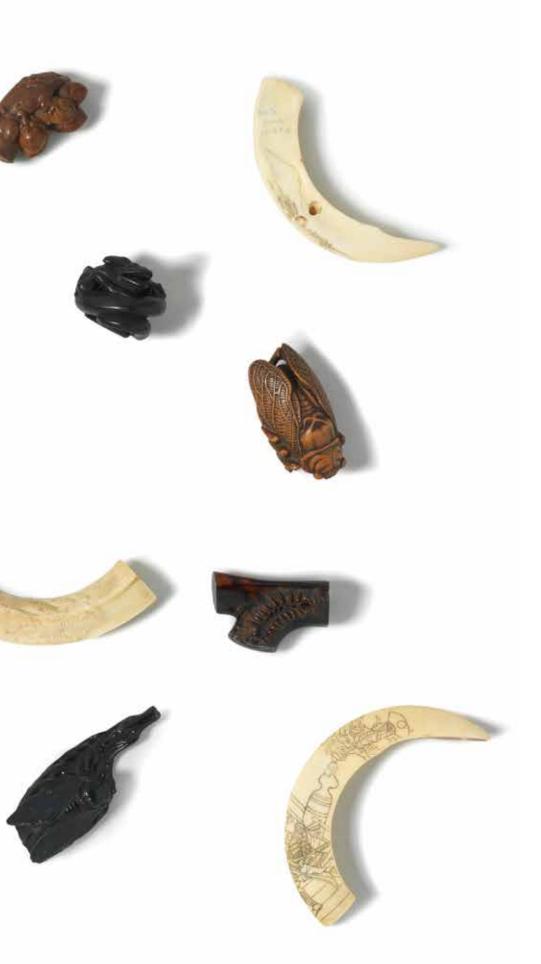
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The Robert S. Huthart Collection of Iwami Netsuke: Part I





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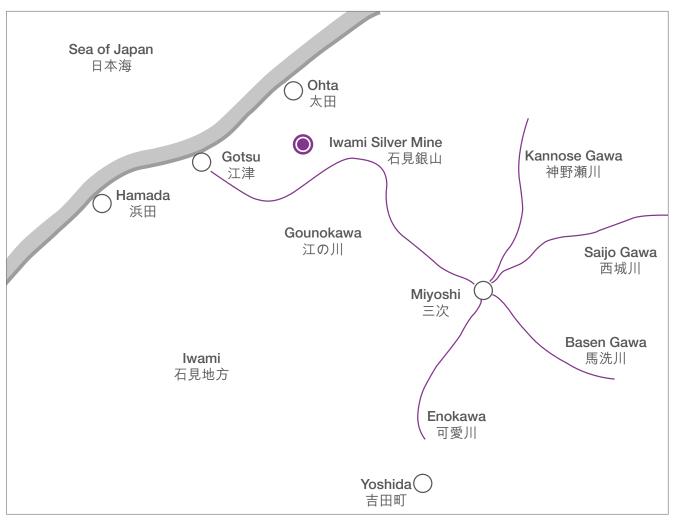
石見根 付 コレクション(第

部

# Map of Pre-modern Japan



## Map of Present-day Iwami District, Shimane Prefecture



© Image courtesy of Masanori Watanabe and The International Netsuke Society Journal

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# The Robert S. Huthart Collection of Iwami Netsuke: Part I

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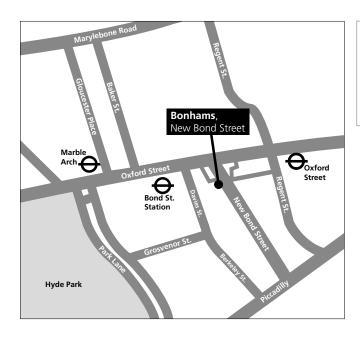
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**† VAT** 20% on hammer price and buyer's premium.

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# Chronology

JOMON period YAYOI period **KOFUN** period ASUKA period **NARA** period **HEIAN** period KAMAKURA period MUROMACHI period NANBOKUCHO period MOMOYAMA period **BUNROKU** era KEICHO era **EDO** period KAN'El era KANBUN era **GENROKU** era AN'El era TENMEI era KANSEI era KYOWA era **BUNKA** era **BUNSEI** era **TENPO** era KOKA era KAEI era ANSEI era MAN'EN era BUNKYU era **GENJI** era KEIO era MEIJI era

TAISHO era

SHOWA era

HEISEI era

REIWA era

ca.10,000BC - ca.300BC ca.300BC - ca.300AD ca.300 - ca.593 ca.593 - 710 710 - 794 794 - 1185 1185 - 1333 1333 - 1573 1336 - 1392 1573 - 1615 1592 - 1596 1596 - 1615 1615 - 1868 1624 - 1644 1661 - 1673 1688 - 1704 1772 - 1781 1781 - 1789 1789 - 1801 1801 - 1804 1804 - 1818 1818 - 1830 1830 - 1844 1844 - 1848 1848 - 1854 1854 - 1860 1860 - 1861 1861 - 1864 1864 - 1865 1865 - 1868 1868 - 1912 1912 - 1926 1926 - 1989 1989 - 2019 2019 - present

## Robert S. Huthart

Robert S. Huthart was born in 1922 in Newcastle, in the north-east of England. After serving in the Royal Air Force during World War II, he joined a Hong Kong firm of chartered accountants in 1947. Happy to settle in Hong Kong for the rest of his life, he was recruited by the department store conglomerate Lane Crawford Ltd. as Secretary in 1950. Appointed as Managing Director in 1958 until his retirement in 1985, he is widely credited with building the great commercial success of Lane Crawford Ltd. Also committed to helping the local community, he acted as Trustee/Director of a large charitable trust, and as President of the Hong Kong YMCA.

Robert Huthart collected widely within the fine and decorative arts. His particular interest in netsuke began by chance on a visit to Tokyo. During a medical check-up there, he was given a small book by a friend to help pass the time. This book was *The Wonderful World of Netsuke* by Raymond Bushell. Huthart became fascinated by the pieces illustrated in the book, and swiftly set about collecting netsuke with great enthusiasm during his worldwide travels. Initially unfamiliar with the world of specialised netsuke dealers and international netsuke auction sales, he began collecting guided only by the knowledge he had taught himself. However, while visiting Honolulu he met Bernard Hurtig, at that time the driving force behind the growing 'International Netsuke Collectors Association'. This friendship expanded Huthart's access to rare and interesting netsuke, allowing him to acquire finer examples. His personal favourites included outstanding pieces by Kyoto and Tanba artists, and examples by Masanao and Kaigyokusai Masatsugu.

After some time, his scholarly interest and personal preference led him to focus on the distinctive netsuke produced by late-eighteenth and early-nineteenth century carvers based in the seaboard province of Iwami (present-day Shimane Prefecture). His first purchase of an Iwami netsuke, in January 1979, was a work by Seiyodo Tomiharu. It depicts a rat sitting on an inkstick, carved from the rare *kurogaki* (black persimmon wood), and is included in the present auction as lot 32. In addition to the fine quality of the carving, he was intrigued by the four-line inscription in raised *ukibori* characters, which he knew to be a rare feature. Familiar with netsuke inscriptions and signatures formed of only a few characters, he found it unusual for this netsuke to be carved with an inscription several lines long. He was fascinated to learn, in translation, that not only did the inscription give the name of the carver Seiyodo Tomiharu, but it also identified the specific location where it was carved, in Seigen'an in Iwami ('west of the Ishi River', another name for the Eno River), and the exact date that the netsuke was carved ('in 1782, on the twentieth day of the eleventh month').

This immediate connection with a specific netsuke carver, on a precise date in an earlier era, cemented Huthart's passion for documentary Iwami netsuke. During the following decades, he sought out and acquired many more pieces, eventually amassing the finest collection ever formed of Iwami netsuke. Bonhams is privileged to offer, in two London auctions in 2019, a very extensive selection from this unique and extraordinary collection.

ロバート・S・ハサートは1922年にイングランド北東部のニューキャッスルで生まれました。第二次世界大戦時に英国空軍に従事したのち、1947年に香港の公認会計士事務所に入ります。残りの人生を香港で過ごすことを楽しみにしながら、1950年にはデパートなどを経営する企業グループ、レーン・クロフォードに役員としてスカウトされました。さらに1958年には社長に任命され、1985年に引退するまで、同グループの多大な商業上の成功に貢献したとして広く知られています。また、地元のコミュニティーに対しても尽力し、巨大な公益財団や香港YMCAの理事としても活動しました。

ハサート氏は美術品や装飾芸術作品を広範囲に渡り蒐集しました。特に根付に興味を持つようになったきっかけは、東京を訪れた際の偶然のできごとによるものでした。東京で健康診断を受けているあいだ、友人から暇つぶし用にと小さな本をもらいました。この本がレイモンド・ブッシェルの著作「The Wonderful World of Netsuke(素晴らしき根付の世界)」だったのです。氏はこの本に載っていた品々に魅了され、すぐさま、世界中を巡りながらの熱狂的な根付蒐集が始まりました。当初は根付専門業者や国際的な根付オークションでの売買に通じていなかったため、独学で得た知識だけを頼りに蒐集をしていました。そんなとき、ホノルルを訪れていた際、成長著しい国際根付コレクター協会(現在の国際根付ソサイエティー)における当時の立役者、バーナード・ハーティグに出会います。この交友関係のおかげで、ハサート氏の蒐集は希少で魅惑的な根付の世界へと広がり、さらに質の高い作品を手に入れていくこととなりました。氏が個人的に気に入っていたものの中には、京都や丹波の職人による秀逸な作品や、正直と懐玉斎正次の作品が含まれます。

しばらくしてハサート氏は、その学問的な好奇心と個人的な嗜好から、石見(現在の島根県)の沿岸地域を拠点とする根付師たちが18世紀末期から19世紀初期にかけて作った独特な根付に、特に関心を寄せるようになっていきました。氏が1979年1月に最初に購入した石見根付は、青陽堂富春による作品でした。それは希少な黒柿の木から彫り出された作品で、墨の上に座っている鼠を表したものです(今回のオークションではロット32に含まれます)。氏は、その彫りの技術の高さに加え、四行にもおよぶ銘に興味をそそられました。この銘は、文字を浮き上がらせる「浮き彫り」という特殊な技法によって彫られたもので、氏は、このような銘が他の根付では見られない特徴であることを知っていました。ほんの数文字の銘や署名が記された根付に慣れ親しんでいた氏にとって、複数行の銘が刻まれたこの根付はとても新鮮に映ったのです。彼は翻訳された資料を用いながら夢中で学び、その銘は根付師・青陽堂富春の名前を表しているだけでなく、その根付が作られた「清源庵」(可愛河の別称である「石河」の西に位置する)や、さらには彫られた正確な日付(旧式の記載方法で「1782年11月20日」のように)が記されていることがわかりました。

このように、特定の根付師の名前や過去の正確な日付など、詳細な情報がもたらす信頼性により、ハサート氏自身がまるで根付師と親密な関係にあるように感じられたことが、より多くの事実を記録した石見根付に対する氏の情熱を揺るぎないものにしました。その後数十年のあいだに、ハサート氏はさらに多くの作品に引き寄せられ、ついには石見根付として初となる、究極のコレクションを築き上げました。ボナムスは、2019年にロンドンで開催される二つのオークションにて、この他に類を見ないコレクションから幅広く選りすぐられた品々をご紹介できることを、たいへん光栄に思っております。



#### A WOOD OKIMONO OF HOTEI

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1793 Reclining with an arm resting on his large sack, his chest and belly exposed as he wears an amiable expression, carved using yosegi-zukuri (multiple-block construction), decorated with pigments, his eyes secured from inside using gyokugan (crystal eyes), signed underneath lwami-shu (Iwami-no-kuni) Enokawa Seiyodo Shi Tomiharu kyonen rokujuissai shite kore o chokoku toki ni Kansei mizunoto-ushi no toshi nari (carved at the age of sixty-one by the Eno River in Iwami Province by Seiyodo Shi[mizu] Tomiharu in spring of the fifth, mizunoto-ushi, year of Kansei [1793]), with a large wood stand.

Hotei: 63cm x 39cm x 33.5cm (243/4in x 15 3/8in x 131/4in); the wood stand: 68.2cm x 46cm x 6.2cm (26 7/8in x 18 1/8in x 21/2in). (2).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

木彫置物 布袋 銘 「石見州可愛河青陽堂清富春享年六十一歳而彫 刻之于時寬政癸丑之年也」 1793年

#### Published:

Rokusho 20, p.86, no.128. Earle, Huthart, pp.19-21, no.1.



#### A LARGE KUROGAKI (BLACK PERSIMMON) WOOD OKIMONO OF HOTEI ON HIS SACK

By Mitani Goho, Aki Province, late 18th/early 19th century Carved in two parts, the chubby, smiling god holding a rolled hand scroll aloft with one hand and a large fan with the other, seated on his large sack of treasure, the neck of which is tied at the front, signed on the top of the sack Koryo no ju Goho (Goho, resident in Koryo). 38.8cm (151/4in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒柿彫置物 袋に座る布袋 銘 「広陵住五鳳」 18世紀後期/19世 紀前期

#### Published:

Rokusho 20, p.87, no.129. Earle, Huthart, p.176, no.152.

#### A BOAR-TUSK NETSUKE WITH A CENTIPEDE

Attributed to Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century

The shallow tusk carved in relief with a large centipede running along the length of the tusk, unsigned. 11.8cm (4 5/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 蜈蚣 無銘 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p.22, no.2.

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#### A BOAR-TUSK NETSUKE WITH A CENTIPEDE

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1796 The tusk of shallow curve, carved in relief with a centipede walking along the narrow end, its body undulating and its legs partially undercut, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu kyonen rokujugosai shite kore o chokoku toki ni Kansei hinoe-tatsu no aki nari (carved at the age of sixty-five by the Eno River in Iwami Province by Seivodo Tomiharu in the autumn of the hinoe-tatsu year of Kansei [1796]) with a seal Tomiharu and a pot seal. 10.2cm (4in).

£4,000 - 5,000 JPY580,000 - 730,000 US\$5,200 - 6,600

猪牙彫根付 蜈蚣 銘 「石見州可愛河青陽堂富春享年六十五歳而彫 刻之于時寛政丙辰之秋也」 1796年

#### Provenance:

Joseph and Edie Kurstin Collection.

#### Published:

Okada and Neill. RIB. no.33. Lazarnick, NIA, p.1144. Earle, Huthart, p.23, no.3.

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#### A BOAR-TUSK NETSUKE WITH A CENTIPEDE

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1789 The shallow curved tusk carved in relief with a large centipede running almost the entire length of the tusk, signed Seki-shu Enokawa Seiyodo Shi Tomiharu kvonen gojunanasai shite kore o chokoku toki ni Kansei gan tsuchinoto-tori jugatsu nijukunichi nari (carved at the age of fifty-seven by the Eno River in Iwami Province by Seiyodo Shi[mizu] Tomiharu on the twenty-ninth day of the tenth month of the first, tsuchinoto-tori, year of Kansei [1789]) with two seals. 9.8cm (3 7/8in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

猪牙彫根付 蜈蚣 銘 「石州可愛河青陽堂清富春享年五十七歳而彫 刻之于時寬政元己酉 十月二十九日也 | 1789年

#### Published:

Rokusho 20, p.7, no.4. Burditt, ICWT, p.37, fig.25. Earle, Huthart, p.24, no.4.

6 \*

#### A SMALL BOAR-TUSK NETSUKE WITH A SPIDER

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1786 Carved in high relief with a crawling spider, its legs undercut, signed Iji Tenmei rokurvushu iuvuhachinichi Sekivo Enokawa Seivodo Shi Tomiharu Kyonen gojusansai shite kore o chokoku mono nari (carved by Seiyodo Shi[mizu] Tomiharu by the Eno River in Sekiyo, at the age of fifty-three, on the eighteenth day of the fifth month of the sixth, hinoe-uma, year of Tenmei [1786]) with a seal Tomiharu and a pot seal. 8.8cm (31/4in).

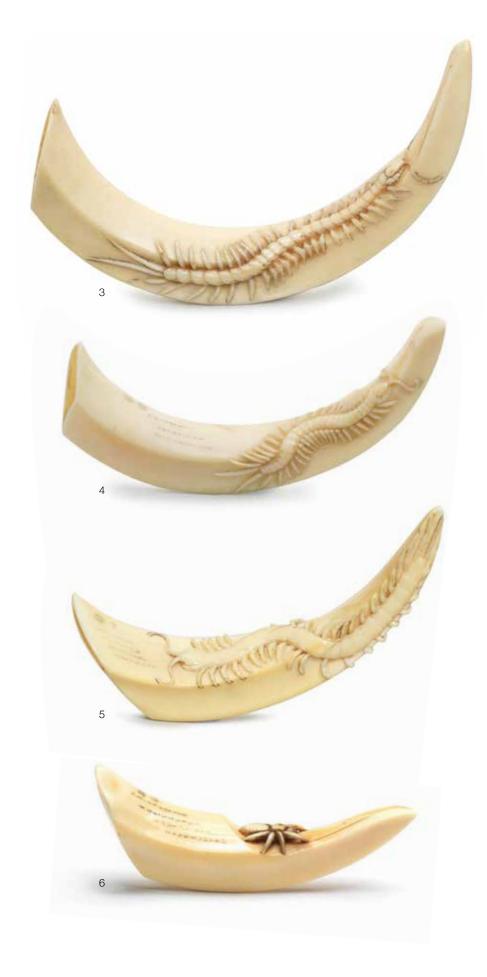
£4,000 - 5,000 JPY580,000 - 730,000 US\$5,200 - 6,600

猪牙彫根付 蜘蛛 銘 「維時天明六竜集丙午五月十有八日於石陽可 愛河青陽堂清富春享年五十三歳而彫刻之者也」

#### Published:

Lazarnick, NIA, p.1141. Earle, Huthart, p.27, no.7.

Sekiyo (present-day Gotsu) was the area in southern Iwami Province where Tomiharu and his family lived.



#### A BOAR-TUSK NETSUKE WITH A SPIDER

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1793 The tusk carved in low relief with a small spider crawling near the tip, its legs undercut, eyes inlaid in dark horn, signed Iwami-shu (Iwamino-kuni) Enokawa Seiyodo Tomiharu kyonen rokujunisai shite kore o chokoku mizunoe-tora Kansei mizunoto-ushi toshi nari (carved at the age of sixty-two by the Eno River in Iwami Province by Seivodo Tomiharu in the mizunoe-tora year [1782] or the fifth, mizunoto-ushi, year of Kansei [1793]), with a seal Kotobuki, an unread seal and a pot seal. 11cm (4 3/8in).

£3,000 - 3,500 JPY440.000 - 510.000 US\$3,900 - 4,600

猪牙彫根付 蜘蛛 銘 「石見州可愛河青陽堂富春享年六十二歳而彫 刻之壬寅寛政癸丑年也」 1793年

#### Published:

Earle, Huthart, p.28, no.8.

#### A BOAR-TUSK NETSUKE WITH A SPIDER

By Seiyodo Tomiharu, (1733-1810), Iwami Province, dated 1793 The short tusk carved in high relief to one end with a spider, its legs undercut and eyes inlaid, signed Iwami-no-kuni Enokawa Seiyodo Shi Tomiharu kyonen rokujuissai shite kore o chokoku toki ni Kansei go ryushu mizunoto-ushi fuyu juichigatsu nijukunichi nari (carved at the age of sixty-one by the Eno River by Seiyodo Shi[mizu] Tomiharu on the 29th day of the 11th month during the winter of the fifth, mizunoto-ushi, year of Kansei [1793]). 8cm (3 1/8in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

猪牙彫根付 蜘蛛 銘 「石見国可愛河青陽堂清富春享年六十一歳而 彫刻之于時寬政五竜集癸丑冬十一月二十九日也」 1793年

#### Provenance:

Joseph and Edie Kurstin Collection.

#### Published:

Earle, Huthart, p.29, no.9.

#### A BOAR-TUSK NETSUKE WITH A FIREFLY

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1794 Carved in high relief with a firefly resting diagonally across the tusk, its legs undercut, signed lji Kansei rokunen kinoe-tora chushun no hi Seiyo Enokawa Seiyodo Shi Tomiharu kore o chokoku mono nari (carved by the Eno River in Iwami Province by Seiyodo Shi[mizu] Tomiharu on a day in mid-spring in the sixth, kinoe-tora, year of Kansei [1794]). 9cm (31/2in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

猪牙彫根付 蛍 銘「維時寛政六稔甲寅仲春日石陽可愛河青陽堂清 富春彫刻之者也 | 1794年

#### Provenance:

Raymond and Frances Bushell Collection. Sold at Christie's, New York, Part II, 18 October 1988, lot 191.

#### Published:

Bushell, CN, p.58, no.56. Rokusho 20, p.12, no.13. Earle, Huthart, p.34, no.14.

#### 10 \*

#### A BOAR-TUSK NETSUKE WITH A CICADA AND FERNS

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1793 The tusk of shallow curvature, carved towards the narrow end with a resting cicada, and engraved in delicate kebori with trailing ferns, signed Iwami-shu (Iwami-no-kuni) Enokawa Seivodo Tomiharu kvonen rokujunisai shite kore o chokoku toki ni Kansei mizunoto-ushi toshi nari (carved at the age of sixty-two by the Eno River by Seiyodo Tomiharu in the fifth, mizunoto-ushi, year of Kansei [1793]), with seals Kotobuki and Shi(?). 10.2cm (4in).

£4.000 - 5.000 JPY580,000 - 730,000 US\$5,200 - 6,600

猪牙彫根付 蝉 銘 「石見州可愛河青陽堂富春享年六十二歳而彫刻 之于時寬政癸丑年也」 1793年

#### Published:

Earle, Huthart, p.37, no.17.







#### A BOAR-TUSK NETSUKE WITH AN APPLIED SNAIL

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1785-6 The short tusk applied with a snail of pale honey-coloured horn emerging from its shell, signed Iji Tenmei gonen ryushu kinoto-mi fuyu rogetsu jugonichi Seiyodo Shi Tomiharu kyonen gojusansai Sekiyo Iwami-gawabe ni oite chokoku mono nari (carved at the age of fiftytwo by the Iwami River in Sekiyo by Seiyodo Shi[mizu] Tomiharu in winter, during the last month of the fifth, kinoto-mi, year of Kansei [1785-6]), with a seal Tomiharu and a pot seal. 8.8cm (31/4in).

£5,000 - 5,500 JPY730,000 - 800,000 US\$6,600 - 7,200

猪牙彫根付 蝸牛 銘 「維時天明五年竜集乙 巳冬臘月十五日青陽堂清富春享年五十三歳而 於石陽石見河辺彫刻者也」 1785-6年

#### Provenance:

Raymond and Frances Bushell Collection. Sold at Christie's, New York, Part IV, 23 April 1991. lot 89.

#### Published:

Rokusho 20, p.6, no.3. Earle, Huthart, p.38, no.18.

The Iwami River is another and rarely used name for the Eno River.

#### A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A MINOGAME ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1796-7 The large turtle with long flowing tail walking over the striated section of driftwood, signed Sekiyo Enokawa Seiyodo Tomiharu kyonen rokujugosai shite kore o chokoku (carved at the age of sixty-five by the Eno River in Sekiyo by Seiyodo Tomiharu). 8.2cm (31/4in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黒柿彫根付 流木に乗る養亀 銘 「石陽可愛 河青陽堂富春享年六十五歳而彫刻之| 1796-7年

#### Published:

Lazarnick, NIA, p.1131. Earle, Huthart, p.49, no.28. 13 \*

#### A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A MINOGAME ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century The small turtle with a long hairy tail crawling along the edge of a large section of stronglygrained and striated rotten wood, signed Seivodo Tomiharu. 7cm (23/4in).

£4,000 - 6,000 JPY580,000 - 870,000 US\$5,200 - 7,900

黒柿彫根付 流木に乗る蓑亀 銘「青陽堂富春」 18世紀後期/19世紀前期

#### Published:

Earle, Huthart, p.50, no.29.







#### AN EBONY NETSUKE OF A MINOGAME ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century The small minogame crawling across a piece of smooth driftwood, its long hairy tail flowing behind, signed with ukibori characters Tomiharu. 4.8cm (1 7/8in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黒檀彫根付 流木に乗る蓑亀 銘「富春」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, fig.26. Earle, Huthart, p.51, no.30. 15 \*

### A KUROGAKI (BLACK PERSIMMON) WOOD **NETSUKE OF A MINOGAME AND TERRAPIN**

Style of Seivodo Tomiharu, Iwami Province, late 18th century

The large minogame walking across a large rock, its long tail trailing over the craggy surface, a terrapin climbing up from one side, unsigned. 7.3cm (2 7/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黒柿彫根付 巌に乗る蓑亀と鼈 無銘 18世紀後期

#### Published:

Earle, Huthart, p.52, no.31.

#### AN EBONY NETSUKE OF A TORTOISE

By Seiyodo Tomiharu (1733-1810), Iwami Province, circa 1797 Facing ahead, its head protruding, its legs drawn in for compactness, the eyes inlaid in horn, signed Sekiyo Enokawa Seiyodo Tomiharu kyonen rokujugosai shite chokoku (carved at the age of sixty-five by Seiyodo Tomiharu by the Eno River in Sekiyo). 5.6cm (21/4in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 亀 銘 「石陽可愛河青陽堂 富春享年六十五歳而彫刻」 1797年

#### Published:

Lazarnick, NIA, p.1134. Earle, Huthart, p.54, no.34.

#### AN EBONY NETSUKE OF A TORTOISE

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1793 Facing ahead, its head emerging from within its shell, its legs drawn in for compactness, the carapace embellished with ukibori pimples and the eyes inlaid in horn, signed Seki-shu Enokawa Seiyodo Tomiharu kyonen rokujuissai kore o chokoku toki ni Kansei mizunoto-ushi natsu rokugatsu nari (carved by the Eno River in Iwami by old man Seiyodo Tomiharu at the age of sixty-one in the sixth month during the summer of the mizunoto-ushi year of Kansei [1793]). 5.9cm (2 3/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 亀 銘 「石州可愛河青陽堂富春享年六十一歳彫刻之于 時寬政癸丑夏六月也」 1793年

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p.54, no.36.

18 \*

#### AN EBONY NETSUKE OF A TREE FROG

By Seivodo Tomiharu (1733-1810), Iwami Province. late 18th/early 19th century

Resting, the frog with its head lowered, facing ahead over a large leaf, signed Tomiharu. 4.5cm (13/4in).

£4,000 - 4,500 JPY580.000 - 650.000 US\$5,200 - 5,900

黒檀彫根付 葉に乗る蛙 銘「富春」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection. Joseph and Edie Kurstin Collection.

#### Published:

Okada and Neill, RIB, no.34. Lazarnick, NIA, p.1122. Ducros, NS, p.94, no.197. Burditt, ICWT, p.36, fig.17. Earle, Huthart, p.56, n.37.

19 \*

#### A BOXWOOD NETSUKE OF A FROG ON A TARO LEAF

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century

The striped frog of lightly-stained wood squatting on a folded leaf, the textures of the skin of the frog contrasting with the veining of the large leaf which are rendered in ukibori, the eyes inlaid, signed with ukibori characters Ishikawa Seiyodo Tomiharu horu (carved by the Ishikawa River by Seiyodo Tomiharu). 6.4cm (21/2in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黄楊彫根付 芋の葉に乗る蛙 銘 「石河青陽堂富春彫」 18世紀後期/19世紀前期

#### Provenance:

Charles A. Greenfield Collection.

#### Published:

Stern, MTCG, p.99.

Hurtig, MNA, p.70, cat.no.217. Stern, BBBB, p.174. Rokusho 20, p.10, no.10. Burditt, ICWT, p.35, fig.11. Earle, Huthart, p.59, no.40.

For similar studies, see G. Lazarnick, NIA, pp.1124-5.

20 \*

#### AN EBONY NETSUKE OF A FROG ON A LOTUS LEAF

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century

The frog squatting diagonally on the large folded leaf, its veins carved in delicate and elaborate ukibori, signed with ukibori characters lwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu chokoku (carved by Seiyodo Tomiharu by the Eno River in Iwami Province). 7.5cm (3in).

£5,000 - 6,000 JPY730.000 - 870.000 US\$6,600 - 7,900

黒檀彫根付 蓮の葉に蛙 銘 「石見州可愛河青陽堂富春彫刻」 18世紀後期/19世紀前期

#### Published:

Lazarnick, NIA, p.1124. Earle, Huthart, p.60, no.41.

21 \*

#### AN EBONY NETSUKE OF A FROG ON A LOTUS LEAF

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century The frog resting on the long folded leaf, the veins of which are carved in low relief, in the typical style associated with Tomiharu, unsigned. 8.2cm (31/4in).

£3,500 - 4,000 JPY510.000 - 580.000 US\$4,600 - 5,200

黒檀彫根付 蓮の葉に蛙 無銘 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p.61, no.42.

22 \*

#### A BOXWOOD NETSUKE OF A FROG ON A LOTUS LEAF

Attributed to Seivodo Tomiharu (1733-1810), late 18th/early 19th century An unusually light rendition of the frog resting with splayed feet on the large folded leaf, the veins of which are carved in relief, unsigned. 7.5cm (3in).

£4.000 - 4.500 JPY580,000 - 650,000 US\$5,200 - 5,900

黄楊彫根付 蓮の葉に蛙 無銘 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.16-17. Rokusho 20, p.17, no.24. Earle, Huthart, p.62, no.43.



















#### A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A FROG **ON DRIFTWOOD**

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century The frog squatting with splayed legs on a strongly grained section of driftwood, its eyes inlaid in horn, signed Seki-shu Enokawa Seiyodo unsigned. 6.1cm (2 3/8in). Tomiharu chokoku (carved by Seiyodo Tomiharu by the Eno River in Iwami Province). 7.3cm (2 7/8in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黒柿彫根付 流木に乗る蛙 銘 「石州可愛河 青陽堂富春彫刻」 18世紀後期/19世紀前期

#### Published:

Burditt, ICWT, p.35, fig.13. Earle, Huthart, p.63, no.44.

#### AN EBONY NETSUKE OF A FROG ON A LOG

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century The frog squatting on an old rotten log, its skin

embellished with ukibori pimples, the underside of the log depicted with a gouged technique,

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黒檀彫根付 枝に乗る蛙 無銘 18世紀後期/19世紀前期

#### Provenance:

T. S. Davy Collection. W. W. Winkworth Collection. M. T. Hindson Collection.

#### Published:

Davey, MTH, p.248, no.766. Earle, Huthart, p.64, no.45.

#### AN EBONY NETSUKE OF A FROG ON A ROCK

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century The frog climbing down one end of a jagged elongated rock, the contrasting textures effectively differentiated in typical Tomiharu style, unsigned. 8cm (3 1/8in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黒檀彫根付 巌に蛙 無銘 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p. 64, no.46.







#### AN EBONY NETSUKE OF A FROG ON DRIFTWOOD

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century Squatting in a typical attitude on a short section of driftwood, its skin relatively smooth and embellished with ukibori pimples, signed in a sunken oval reserve Seivo. 6cm (2 3/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黒檀彫根付 流木に乗る蛙 銘 「青陽」 18世紀後期/19世紀前期

#### Provenance:

Imai Kenzo Collection.

#### Published:

Hurtig, MNA, no.474. Earle, Huthart, p.66, no.47.

#### AN UMOREGI (BOGWOOD) NETSUKE OF A FROG ON A LOG

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century The small frog squatting athwart the long log, its head slightly raised looking ahead, about to leap, the bark of the rotten log carefully rendered, contrasting with the polished ends, signed Sekiyo Enokawa Seiyodo Tomiharu chokoku (carved by Seiyodo Tomiharu by the Eno River in Sekiyo). 6.5cm (2 5/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

埋れ木根付 丸太に蛙 銘 「石陽可愛河青陽 堂富春彫刻」 18世紀後期/19世紀前期

#### Provenance:

Raymond and Frances Bushell Collection. Sold at Christie's, New York, Part I, 27 October 1987, lot 200.

#### Published:

Shichida, INC, no.33. Earle, Huthart, p.68, no.49.

#### AN EBONY NETSUKE OF TWO FROGS ON A ROTTEN LOG

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century Smooth-skinned, the frogs squatting on a gnarled and rotted log, the differing textures carefully and cleverly contrasted, signed Seiyodo. 8.2cm (31/4in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黒檀彫根付 丸太に蛙 銘 「青陽堂」 18世紀後期/19世紀前期

#### Provenance:

W. W. Winkworth Collection. M. T. Hindson Collection. Victor Topper Collection.

#### Published:

Hull Grundy, NCIS, fig.25. Davey, MTH, p.247, no.765. Lazarnick, NIA, p.1122. Meinertzhagen, MCI, vol.2, p.880. Rokusho 20, p.9, no.8. Burditt, ICWT, p.34, fig.8. Earle, Huthart, p.70, no.51.

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

#### A LARGE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A CENTIPEDE ON DRIFTWOOD

Attributed to Seiyodo Tomiharu (1733-1810), late 18th/early 19th century Crawling through and around a large section of fallen driftwood, carved in several layers, faintly signed on the top of the driftwood with ukibori characters Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo ...

(Seiyodo ... of the Eno River in Iwami Province). 10.3cm (4 1/8in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黒柿彫根付 流木に蜈蚣 銘 「石見州可愛河青陽堂口口」 18世紀後期/19世紀前期

#### Published:

Lazarnick, NIA, p.1145. Earle, Huthart, p.71, no.52.

30 \*

#### AN EBONY NETSUKE OF A RAT

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1792 Gnawing a huge chestnut, the rodent's body almost fitting into the hole it has eaten away, the surface of the nut covered with rather worn ukibori pimples, faintly signed Kansei mizunoe-ne ni ni hachigatsu lwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu kyonen rokujusai kore o chokoku nari (this was carved by Seiyodo Tomiharu at the age of sixty by the Eno River in Iwami Province in the eighth month of the fourth, mizunoe-ne, year of Kansei [1792]). 3.7cm (11/2in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 栗を噛む鼠 銘「寛政壬子二二八月石見州可愛河青陽 堂富春享年六十歳彫刻之也」 1792年

#### Provenance:

Imai Kenzo Collection.

#### Published:

Hurtig, MNA, no.443. Rokusho 20, p.11, no.12. Earle, Huthart, p.76, no.57.

31 \*

#### A BOXWOOD NETSUKE OF A SNAIL ON A TARO LEAF

By Seiyodo Tomiharu (1733-1810), Iwami Province,

late 18th/early 19th century

The large snail of pale colour, slithering over the folded leaf, delicately carved with ukibori details, signed with ukibori characters lwami-shu (Iwami-no-kuni) Enokawa Seiyodo Shi Tomiharu (Seiyodo Shi[mizu] Tomiharu by the Eno River in Iwami Province). 8.2cm (31/4in).

£5,000 - 6,000 JPY730.000 - 870.000 US\$6,600 - 7,900

黄楊彫根付 芋に蝸牛 銘 「石見州可愛河青陽堂清富春彫刻」 18世紀後期/19世紀前期

#### Provenance:

Imai Kenzo Collection.

#### Published:

Hurtig, MNA, no.442. Earle, Huthart, p.78, no.59. 32 \*

#### A RARE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A RAT ON AN INKSTICK

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1782 The large rodent seated diagonally on a discarded, partly-used cake of ink, its tail trailing over the side, signed with ukibori characters lji Tenmei mizunoe-tora shimo[tsuki] hatsuka Sekiyo Ishikawa no nishi Seiyodo Tomiharu Seigen'an no shita ni oite chokoku mono nari (this was carved at the Seigen'an, west of the Ishi River in Sekiyo, by Seiyodo Tomiharu on the twentieth day of the eleventh month of the mizunoe-tora year of Tenmei [1782]), with two seals, Tomi and Haru. 5.6cm (21/4in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黒柿彫根付 墨に鼠 銘 「于時天明壬寅霜[月]二十日石陽石河之西青 陽堂富春於清源庵下彫刻者也」 1782年

#### Published:

Ducros, NS, p.94, no.190. Rokusho 20, p.11, no.11. Burditt, ICWT, p.34, figs.6-7. Earle, Huthart, p.78, no.60.

For a somewhat similar example, see G. Lazarnick, NIA, p.1137.

33 \*

#### A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A RECUMBENT OX

By Seiyodo Tomiharu (1733-1810), Iwami Province,

late 18th/early 19th century

Lying with its legs folded compactly beneath its body, its halter wound tightly around its horn, one end connecting to its nose piece, its eyes inlaid in horn, signed in a rectangular reserve Seiyodo Tomiharu. 6cm (2 3/8in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黒柿彫根付 臥牛 銘「青陽堂富春」 18世紀後期/19世紀前期

### Published:

Rokusho 20, p.14, no.18. Earle, Huthart, p.80, no.63.

34 \*

## AN EBONY NETSUKE OF A RECUMBENT OX

Iwami Province, 19th century

Lying with its head turned to the right and with a rope halter attached to a ring through its muzzle and trailing over its back, its legs drawn in for compactness, unsigned. 6.1cm (21/2in).

£2,000 - 3,000 JPY290,000 - 440,000 US\$2.600 - 3.900

黒檀彫根付 臥牛 無銘 19世紀

#### Published:

Earle, Huthart, p.80, no.64.























#### A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A CRAB ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, 1789-90

A crab resting on a piece of striated driftwood, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu kyonen gojuhassai shite kore o chokoku nari (carved at the age of fiftyeight by the Eno River in Iwami Province by Seiyodo Tomiharu). 8.9cm (31/2in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒柿彫根付 流木に乗る蟹 銘 「石見州可 愛河青陽堂富春享年五十八歳而彫刻之也」 1789-90年

#### Provenance:

George Lazarnick Collection.

#### Published:

Wenneker, IS, p.49. Lazarnick, NIA, pp.88 and 1135. Earle, Huthart, p.88, no.70.

36 \*

#### AN EBONY NETSUKE OF A CRAB ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century The crab resting on a striated piece of irregularly-shaped driftwood, over which water flows, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu chokoku (carved by the Eno River in Iwami Province by Seiyodo Tomiharu). 5.4cm (2 1/8in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黒檀彫根付 流木に乗る蟹 銘 「石見州可 愛河青陽堂富春彫刻」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.41-42. Lazarnick, NIA, p.1134. Meinertzhagen, MCI, vol.2, p.881. Earle, Huthart, p.90, no.71.

The provenance, citations, signature illustration and netsuke description are transposed with no.72 in the original J. Earle catalogue.

#### AN EBONY NETSUKE OF A CRAB **ON DRIFTWOOD**

By Seiyodo Tomiharu (1733-1810), Iwami Province, 1791-2

The crab crawling across a piece of driftwood, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Tomiharu kyonen rokujusai shite chokoku nari (carved at the age of sixty by the Eno River in Iwami Province by Seiyodo Tomiharu). 5.2cm (2in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

黒檀彫根付 流木に蟹 銘 「石見州可愛河青陽 堂富春享年六十歳而彫刻也」 1791-2年

#### Published:

Earle, Huthart, p.90, no.72.

The signature illustration and netsuke description are transposed with no.71 in the original J. Earle catalogue.









#### A BOXWOOD NETSUKE OF A BEETLE ON BAMBOO SHOOTS

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century

A beetle crawling over two bamboo shoots, bound together by straw rope, signed with ukibori characters Tomiharu saku (made by Tomiharu). 6cm (2 3/8in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黄楊彫根付 筍に乗る兜虫 銘「富春作」 18世紀後期/19世紀前期

#### Provenance:

W. W. Winkworth Collection. Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.11-14. Rokusho 20, p.15, no.20. Earle, Huthart, p.93, no.74.

#### 39 \*

#### A BUFFALO-HOOF NETSUKE OF A CICADA

By Seiyodo Tomiharu (1733-1810), Iwami Province, dated 1794 The cicada resting on a section of driftwood, from which grows the stalk and foliage of a kohone plant, signed Iwami-no-kuni Enokawa Seiyodo Shi Tomiharu kyonen rokujunisai shite kore o chokoku toki ni Kansei kinoe-tora natsu nari (carved at the age of sixty-two by the Eno River in Iwami Province by Seiyodo Shi[mizu] Tomiharu in the summer of the sixth, kinoe-tora, year of Kansei [1794]). 8.5cm (3 1/8in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

水牛蹄彫根付 流木に止まる蝉 銘 「石見国可愛河青陽堂清富春享 年六十二歳而彫刻之于時寛政甲寅夏也」 1794年

#### Published:

Lazarnick, NIA, p.1328. Rokusho 20, p.17, no.23. Earle, Huthart, p.94, no.75.

#### AN EBONY NETSUKE OF A SPIDER ON DRIFTWOOD

By Seiyodo Tomiharu (1733-1810), Iwami Province, late 18th/early 19th century

The round-bodied spider crawling over the end of a large piece of striated and well-weathered driftwood, its splayed legs partially undercut, signed Iwami-shu (Iwami-no-kuni) Seiyodo Tomiharu chokoku (carved by Seiyodo Tomiharu of Iwami Province). 8.4cm (31/4in).

£2.500 - 3.000 JPY360.000 - 440.000 US\$3,300 - 3,900

黒檀彫根付 流木に蜘蛛 銘 「石見州青陽堂富春彫刻」 18世紀後期/19世紀前期

#### Published:

Earle, Huthart, p.95, no.76.

41 \*

#### A LARGE EBONY NETSUKE OF A CICADA ON A LEAF

By Seivodo Tomiharu (1733-1810), Iwami Province. late 18th/early 19th century

The insect resting on two layered leaves from a long stalk, one partially folded to form the himotoshi, signed in a raised rectangular reserve Sekiyo Hako Seiyodo cho (carved by Seiyodo at Hako in Sekiyo). 9cm (31/2in).

£5,000 - 5,500 JPY730,000 - 800,000 US\$6,600 - 7,200

黒檀彫根付 葉に止まる蝉 銘 「石陽波江青陽堂彫」 18世紀後期/19世紀前期

#### Published:

Ueda, NNK, no.55. Hull Grundy, NCIS, fig.43 Shichida, INC, no.25, Meinertzhagen, MCI, vol.2, p.882. Rokusho 20, p.16, no.21. Earle, Huthart, p.96, no.77.

42 \*

#### A BOAR-TOOTH NETSUKE OF A CHILLI

By Shimizu Shojiro, Iwami Province, dated 1789 A small, smooth chilli with a detachable stalk made of stag-antler, signed Nihon San'indo Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Shi Tomiharu no otoko Shimizu Shojiro seinen junisai shite kore o chokoku toki ni Kansei gan tsuchinoto-tori uru'u rokugatsu nijuyukunichi nari (carved by the Eno River in Iwami Province in the San'indo region of Japan by Shimizu Shojiro, son of Seiyodo Shi[mizu] Tomiharu at the age of twelve on the twenty-ninth day of the sixth, intercalary, month of the first, tsuchinoto-tori, year of Kansei [1789]). 7.1cm (23/4in) long.

£2,000 - 2,500 JPY290,000 - 360,000 US\$2.600 - 3.300

猪歯・鹿角彫根付 唐辛子 銘 「日本山陰道石見州可愛河青陽堂清 富春男清水小次郎生年十二歳而彫刻之于時寛政元己酉閏六月二十有 九日也 | 1789年

#### Provenance:

Carlo Monzino Collection. Sold at Sotheby's, London, 21 June 1995, lot 239.

#### Published:

Earle, Huthart, p.97, no.78.

G. Lazarnick in NIA, p.1120, mentions a netsuke of a snail signed '... made by the second son of Tomiharu, at the age of twelve years old." Lazarnick opines that the calligraphy, as on the present example, is very fine and may have been engraved by his father.

For a similar example, see N. Davey, MTH, p.247, no.764, erroneously identified as a daikon radish, and attributed to Tomiharu, though also most likely carved by Shojiro at age twelve.

43 \*

#### A BOXWOOD NETSUKE OF A SNAIL ON FUNGUS

By Sasaki Tomiaki (born 1746), late 18th/early 19th century The snail gliding over the stalk and cap of a fungus, fully extended from its shell, its body embellished all over with *ukibori* pimples, signed in ukibori characters Kaishundo Tomiaki kore o horu (carved by Kaishundo Tomiaki). 6.8cm (2 5/8in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

黄楊彫根付 万年茸に蝸牛 銘 「回春堂富明彫之」 18世紀後期/19世紀前期

#### Published:

Lazarnick, NIA, p.1110. Rokusho 20, p.63, no.86. Earle, Huthart, p.98, no.79.













#### AN EBONY NETSUKE OF A CICADA ON WOOD

By Sasaki Tomiaki (born 1746), Iwami Province, dated 1793 The insect resting with wings folded on a piece of fallen wood, poised as if about to take flight, the veining of its wings carved in low relief, signed Kaishundo Sa Tomiaki kore o chokoku toki ni Kansei go mizunoto-ushi gogatsu mikka nari (carved by Sa[saki] Kaishundo Tomiaki on the third day of the fifth month of the fifth, mizunoto-ushi, year of Kansei [1793]), with two unread seals. 6.3cm (21/2in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3.900 - 4.600

黒檀彫根付 流木に蝉 銘 「回春堂佐富明彫刻之于時寛政五癸丑五 月三日也」 1793年

#### Provenance:

Joseph and Edie Kurstin Collection.

#### Published:

Okada and Neill, RIB, p.55, no.35. Lazarnick, NIA, p.1112. Rokusho 20, p.63, no.87. Earle, Huthart, p.98, no.80.

45 \*

#### AN EBONY NETSUKE OF A SPIDER ON DRIFTWOOD

By Sasaki Tomiaki (born 1746), Iwami Province,

late 18th/early 19th century

The small spider resting in an indentation on a large section of weathered driftwood, which is roughened beneath, signed on the side Kaishundo Tomiaki kore o chokoku (carved by Kaishundo Tomiaki). 6.1cm (2 3/8in).

£2.000 - 2.500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 流木に蜘蛛 銘 「回春堂富明彫刻之」 18世紀後期/19世紀前期

#### Provenance:

Raymond and Frances Bushell Collection.

#### Published:

Rasmussen, DIS, fig.5. Earle, Huthart, p.98, no.81. 46 \*

#### A BOAR-TUSK NETSUKE OF A CENTIPEDE AND FERNS WITH A POEM

By Seiyodo Bunshojo (1764-1838), Iwami Province, early 19th century Carved in low relief, the centipede clambering along the length of the tusk, the concave side decorated with ferns and a poem by Kawara no Sadaijin from the love-poem section of the Kokinwakashu (Collection of Ancient and Modern Poems), signed Iwami-shu (Iwami-no-kuni) Enokawa Seivodo Bunshoio chokoku (carved by Seivodo Bunshoio by the Eno River in Iwami Province).

12.2cm (43/4in).

£3,000 - 4,000 JPY440,000 - 580,000 US\$3,900 - 5,200

猪牙彫根付 蜈蚣に和歌 銘 「石見州可愛河青陽堂文章女彫刻」 19世紀前期

#### Published:

Earle, Huthart, p.104, no.85.

The translation of the inscribed poem reads:

'Like a patterned cloth / tangle-dyed in Shinobu / in the farthest north - / it must be / because of you / that my heart is in / turmoil'

47 \*

#### A BOAR-TUSK NETSUKE WITH A SPIDER AND FERNS

By Seiyodo Bunshojo (1764-1838), Iwami Province, early 19th century The tusk carved to one end with a spider, its legs partially undercut, the ferns delicately engraved above in kebori, signed Iwami-shu (Iwami-nokuni) Enokawa Seiyodo Bunsho chokoku (Seiyodo Bunsho carved this by the Eno River in Iwami Province). 10.8cm (41/4in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

猪牙彫根付 蜘蛛 銘 「石見州可愛河青陽堂文章彫刻」 19世紀前期

#### Published:

Earle, Huthart, p.108, no.88.

48 \*

#### A BOAR-TUSK NETSUKE WITH A SPIDER AND FERNS

By Seiyodo Bunshojo (1764-1838), Iwami Province, early 19th century The tusk of pronounced curvature, carved towards the narrow end with a large spider, its body with etched markings and its legs undercut, delicately engraved with ferns above, signed Nihon San'indo Iwami Enokawa Seiyodo Bunshojo chokoku (Seiyodo Bunshojo carved this by the Eno River in the San'indo region of Japan) with a pot seal. 10.8cm (41/4in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

猪牙彫根付 蜘蛛 銘 「日本山陰道石見可愛河青陽堂文章女彫刻」 19世紀前期

#### Published:

Rokusho 20, p.27, no.30. Earle, Huthart, p.110, no.90.





#### A BOAR-TUSK NETSUKE WITH A MINOGAME AND FERNS

By Seiyodo Bunshojo (1764-1838), Iwami Province, dated 1826 The small tusk carved in low relief with a minogame, its long tail trailing at the back above ferns which are delicately engraved in kebori, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Bunshojo rokujusansai chokoku (Seiyodo Bunshojo carved this at the age of sixty-three by the Eno River in Iwami Province).

10cm (3 7/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

猪牙彫根付 蓑亀 銘 「石見州可愛河青陽堂文章女六十三歳彫刻」 1826年

#### Published:

Earle, Huthart, p.111, no.91.

#### A BOAR-TUSK NETSUKE OF A SPIDER ON A TARO LEAF

By Seiyodo Bunshojo (1764-1838), Iwami Province, dated 1830 A spider sitting on a folded taro leaf, its legs undercut, the veins of the leaf finely carved, signed Iji Bunsei jusan kanoe-tora shunshin Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Bunshojo chokoku (carved by the Eno River by Seiyodo Bunshojo in spring of the thirteenth, kanoe-tora, year of Bunsei [1830]).

10.5cm (4 1/8in) long.

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

猪牙彫根付 芋葉に蜘蛛 銘 「維時文政十三庚寅春辰石見州可愛河 青陽堂文章女彫刻」 1830年

#### Provenance:

Imai Kenzo Collection.

#### Published:

Lazarnick, NIA, p.316. Earle, Huthart, p.112, no.92.











#### A BOXWOOD NETSUKE OF A SPIDER AND WEB

19th century

The sides of a section of boxwood carved in low relief, depicting a spider next to its web and several leafy bamboo stalks, the cut surfaces polished, unsigned.

7.2cm (23/4in) long.

£2,000 - 2,500 JPY290.000 - 360.000 US\$2,600 - 3,300

黄楊彫根付 蜘蛛の巣 無銘 19世紀

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, fig.36. Earle, Huthart, p.119, no.99.

#### AN EBONY NETSUKE OF A SNAKE

Attributed to Seiyodo Bunshojo (1764-1838), dated 1808

Its body tightly coiled in several loops with its head resting on top, signed Bunka go[...] tatsu gogatsu kichinichi (a lucky day in the fifth month of the fifth, dragon, year of Bunka [1808]). 4.5cm (13/4in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

黒檀彫根付 蛇 銘「文化五口辰五月吉 1808年 日」

#### Published:

Ducros, NS, p.94, no.193. Earle, Huthart, p.122, no.103.

#### A BUFFALO-HORN NETSUKE OF A SNAIL ON A BAMBOO SECTION

By Seiyodo Bunshojo (1764-1838), early 19th century

A snail gliding over the top of a cut length of bamboo with four prominent nodes, signed Seiyodo Bunshojo chokoku (carved by Seiyodo Bunshojo). 5.8cm (21/4in) high.

£4,000 - 5,000 JPY580,000 - 730,000 US\$5,200 - 6,600

水牛の角彫根付 竹に蝸牛 銘 「青陽堂文 章女彫刻」 19世紀前期

#### Published:

Earle, Huthart, p.124, no.104.







#### AN EBONY NETSUKE OF A TORTOISE

By Seiyodo Bunshojo (1764-1838), Iwami Province, early 19th century The tortoise with its head emerging and facing ahead, its legs and tail retracted within its shell, the central segment removable to form the himotoshi, faintly signed ... kawa Seiyodo Tomiharu no musume Bunsho chokoku (carved by Bunsho, daughter of Seiyodo Tomiharu by the ... River). 5.7cm (21/4in).

£2,000 - 3,000 JPY290,000 - 440,000 US\$2,600 - 3,900

黒檀彫根付 亀 銘 「□□河青陽堂富春女文章 影刻」 19世紀初期

## Published:

Lazarnick, NIA, p.318. Earle, Huthart, p.131, no.113. 55 \*

## AN EBONY NETSUKE OF A FROG ON A LOTUS LEAF

By Seiyodo Bunshojo (1764-1838), Iwami Province, early 19th century The frog resting diagonally on the folded leaf, its veins carved in low relief and *ukibori*, the frog's eyes of pale and dark horn, signed with *ukibori* characters Seiyodo Bunshojo horu (carved by Seiyodo Bunshojo). 6.3cm (2½in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 蓮の葉に蛙 銘 「青陽堂文章女 彫」 19世紀前期

#### Published:

Earle, Huthart, p.135, no.117.

56 \*

## AN EBONY NETSUKE OF A RECUMBENT DOG

By Seiyodo Bunshojo (1764-1838), early 19th century

The plump dog resting with its legs drawn in for compactness, its coat meticulously rendered, its eyes inlaid in horn, signed in *ukibori* characters Seiyodo Bunshojo. 5.9cm (2 3/8in).

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

黒檀彫根付 犬 銘「青陽堂文章女」 19世紀前期

#### Published:

Shichida Makoto, *Shimizu Wao - Sculptor of Iwami, Part 5*, JINCS, vol.3, no.4, March 1976, p.17. Rokusho 20, p.26, no.28. Earle, Huthart, p.137, no.119.

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



#### A SMALL BOAR-TUSK NETSUKE WITH A SPIDER AND FERNS

By Ryusui, Iwami Province, early 19th century

Carved in relief with a spider towards the narrow end, the reverse with a clump of ferns engraved in kebori, signed Kashi no yadori Ryusui (Ryusui, in his lodging at Kashi) with a kao. 8.5cm (3 3/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 蜘蛛 銘「可志之舎竜水(花押)」 19世紀前期

### Published:

Earle, Huthart, p.145, no.125.

58 \*

#### A BOAR-TUSK NETSUKE WITH A CRAB AND POEMS

By Ryusui, Iwami Province, early 19th century

The small tusk carved in the centre of the concave facet in relief with a spider crab, the reverse delicately engraved in kebori with waka poems in three lines, signed Ryusui with a kao. 10.2cm (4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 和歌に蟹 銘「龍水(花押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.107-109. Earle, Huhart, p.146, no.126.







#### AN EBONY NETSUKE OF A CRAB ON DRIFTWOOD

By Ryusui, early 19th century The crab clambering across a piece of striated and weathered wood, signed Ryusui kizamu (carved by Ryusui). 9.1cm (3 5/8in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黒檀彫根付 流木に蟹 銘 「龍水刻」 19世紀前期

#### Published:

Lazarnick, NIA, p.902. Earle, Huthart, p.147, no.127. 60 \*

#### AN EBONY NETSUKE OF A CRAB ON A ROCK

By Shukuto, Iwami Province, early 19th century The small crab with one pincer pulled in towards its body, resting on the top of a high rock which bears distinctive striations, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo no otoko Shukuto chokoku (carved by the Eno River in Iwami Province by Shukuto, son of Seiyodo). 4.2cm (1 5/8in).

£2.000 - 2.500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 巌に乗る蟹 銘 「石見州可愛河 青陽堂男粛騰彫刻」 19世紀前期

#### Published:

Rokusho 20, p.62, no.85. Earle, Huthart, p.149, no.130.

A rare example by Shukuto, son of Seiyodo Tomiharu. Another, published by R. Bushell, CN, no.55, is signed 'carved by Shukuto, son of Seiyodo Tomiharu'.

#### A BOAR-TUSK NETSUKE WITH TWO CRABS

By Seiyodo Gansui (1809-1848), Iwami Province, first half of the 19th century A small and large crab carved in relief, scurrying near the tip of the tusk, signed Iwami-shu (Iwami-no-kuni) Enokawa Seiyodo Gansui chokoku (carved by the Eno River in Iwami Province by Gansui) with a kao. 10.1cm (4in) long.

£4,000 - 4,500 JPY580,000 - 650,000 US\$5,200 - 5,900

猪牙彫根付 蟹 銘 「石見州可愛河青陽堂 巌水彫刻(花押)」 19世紀前期

#### Published:

Lazarnick, NIA, p.388. Rokusho 20, p.37, no.46. Burditt, ICGG, p.39, fig.8. Earle, Huthart, p.155, no.134.



# AN UNUSUAL BOAR-TUSK NETSUKE WITH A STAG IN A MOUNTAIN LANDSCAPE

By Seiyodo Gansui (1809-1848), Iwami Province, dated 1830 The large tusk carved in relief with a barking stag standing on a crag beneath an ancient pine tree, signed Oju toki ni Bunsei jusan kanoe-tora fuyu jugatsu Matsudaira Suo no kami ko lwami-shu (lwami-no-kuni) Enokawa no nishi Seiyodo Gansui chokoku (carved west of the Eno River in Iwami Province, to the order of Lord Matsudaira, governor of Suo Province, by Seiyodo Gansui in the thirteenth, kanoe-tora, year of Bunsei [1830]). 13.2cm (51/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 巌に雄鹿 銘 「応需于時文政十三庚寅冬十月松平周防 守公石見州可愛河西青陽堂巌水彫刻」 1830年

#### Provenance:

George Lazarnick Collection.

# Published:

Lazarnick, NIA, pp.71 and 393. Burditt, ICGG, p.40, figs.10-11. Earle, Huthart, p.156, no.135.

# A BOAR-TUSK NETSUKE WITH TWO FLYING BATS

By Seiyodo Gansui (1809-1848), early 19th century Carved in low relief with two bats flying amid the foliage of a gourd vine, delicately engraved in kebori, signed Gansui. 10.8cm (41/4in) long.

£2.500 - 3.000 JPY360,000 - 440,000 US\$3,300 - 3,900

猪牙彫根付 蝙蝠 19世紀前期 銘 「巖水」

#### Provenance:

Raymond and Frances Bushell Collection. Sold at Christie's, New York, Part I, 27 October 1987, lot 313.

#### Published:

Rokusho 20, p.35, no.43. Burditt, ICGG, p.39, fig.6. Earle, Huthart, p.157, no.136.

#### AN EBONY NETSUKE OF A FROG ON DRIFTWOOD

By Seiyodo Gansui (1809-1848), early 19th century Squatting, facing ahead, its head slightly raised and its legs splayed over the weathered wood, the eyes inlaid in pale and dark horn, signed Gansui with a kao.

5.4cm (2 1/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 流木に乗る蛙 銘 「巌水(花押)」 19世紀前期

#### Published:

Earle, Huthart, p.161, no.140.

65 \*

## A KUROGAKI (BLACK PERSIMMON) WOOD AND BOXWOOD **NETSUKE OF A FROG ON DRIFTWOOD**

By Seiyodo Tomiharu (1733-1810) and Seiyodo Gansui (1809-1848), Iwami Province, late 18th/early 19th century

The small boxwood frog squatting diagonally on the striated black persimmon section of rotting weathered wood, signed Tomiharu chokoku no kaeru o mochiite, Gansui futatabi kore o kizamu (recarved by Gansui using a frog carved by Tomiharu), with a wood tomobako storage box inscribed outside the lid Gansui futatabi kore o kizamu, Tomiharu chokoku no kaeru o mochiite zaimei (With signature of 'recarved by Gansui using a frog carved by Tomiharu'), the inside of the lid inscribed mizunoe-inu doshi hatsuaki Gado kan (examined by Gado in early autumn of the mizunoe-inu year [1922]), with a seal Gado. 4.8cm (1 7/8in).

£5,000 - 6,000 JPY730.000 - 870.000 US\$6,600 - 7,900

黄楊・黒柿彫根付 流木に乗る蛙 銘 「須富春彫刻之蛙巌水 再刻之」18世紀後期/19世紀前期

#### Provenance:

Edward Wrangham Collection.

#### Published:

Lazarnick, NIA, pp.394-5. Rokusho 20, p.39, no.47. Burditt, ICGG, p.35, fig.1. Earle, Huthart, p.162, no.141.

66 \*

# A BOXWOOD NETSUKE OF THE TWELVE ZODIAC ANIMALS

By Ga'no (born circa 1789), Suo Province, dated 1813 The twelve animals clustered together, overlapping each other and forming a compact composition in dark stained and slightly worn wood, signed Boshu Bunka ju tori no toshi fuyu Ga'no sanjin nijugo kore o saku (made by the hermit Ga'no of Suo Province at the age of twenty-five in the winter of the tenth, tori, year of Bunka) with a kao. 5.1cm (2in).

£3.000 - 3.500 JPY440,000 - 510,000 US\$3,900 - 4,600

黄楊彫根付 十二生肖 銘「防州文化十酉歳冬臥農山人廿五作之 (花押)」 1813年

#### Published:

Lazarnick, NIA, p.385 Earle, Huthart, p.170, no.147.

The inscription provides us with an approximate birth date of this littleknown maker, and confirms that he came not from Iwami, but from the neighbouring province of Suo.

67 \*

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A BAT

By Ga'no (born circa 1789), first half of the 19th century A small bat partially enclosed in its folded wings, the carving of the fur and veins from the wings blending together, signed in a rectangular reserve Ga'no. 5.5cm (21/4in) long.

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒柿彫根付 蝙蝠 銘「臥農」 19世紀前期

#### Published:

Lazarnick, NIA, p.1323. Earle, Huthart, p.171, no.148.

68 \*

#### AN EBONY NETSUKE OF A TORTOISE

By Gan'ei, Iwami Province, early 19th century The reptile's head emerging from its shell and its legs drawn in for compactness, the central section of its carapace forming the himotoshi and the eyes inlaid in pale and dark horn, signed Gan'ei. 4.9cm (1 7/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 亀 銘「巌永」 19世紀前期

#### Published:

Lazarnick, NIA, p.1337. Earle, Huthart, p.174, no.150.

69 \*

## AN UNUSUAL BOAR-TUSK NETSUKE OF A LANDSCAPE WITH MOUNT FUJI

By Gan'ei, Iwami Province, circa 1830-1843 The tusk delicately engraved in kebori with Mount Fuji rising above a small village of rustic dwellings in the foreground, signed Toki Tenpo tojitsu Enokawa Gan'ei cho (carved by Gan'ei by the Eno River on a

winter's day in the Tenpo period [1830-1843]). 11.1cm (4 3/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

猪牙彫根付 富士風景 銘 「時天保冬日可愛河巌永彫」 天保年間 (1830-1843年)

#### Published:

Lazarnick, NIA, p.383. Earle, Huthart, p.175, no.151.













#### A LARGE BOXWOOD NETSUKE OF A TOAD

By Mitani Goho, Aki Province, late 18th/early 19th century Squatting in a typical attitude, its feet curled beneath for compactness, boldly rendered and with ukibori pimples covering its entire body, signed Goho. 7cm (23/4in).

£4.000 - 5.000 JPY580,000 - 730,000 US\$5,200 - 6,600

黄楊彫根付 蝦蟇 銘「五鳳」 18世紀後期/19世紀前期

#### Provenance:

Joseph and Edie Kurstin Collection.

#### Published:

Okada and Neill, RIB, p.55, no.36. Lazarnick, NIA, p.411. Rokusho 20, p.59, no.81. Burditt, ICGG, p.42, figs.12-13. Earle, Huthart, p.179, no.153.

# 71 \*

# A BOXWOOD NETSUKE OF A TOAD **EMERGING FROM A LOTUS POD**

By Mitani Goho, Aki Province, late 18th/early 19th century The toad emerging from the empty pod, which is simulated as split and broken in places, the trailing stalk carved in relief beneath, the skin of the toad partially covered with ukibori pimples and its eyes inlaid, signed Goho rojin saku (made by Goho in old age). 4.8cm (1 7/8in).

£6.000 - 8.000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黄楊彫根付 蓮根に蝦蟇 銘「五鳳老人作」 18世紀後期/19世紀前期

# Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.50-53. Meinertzhagen, MCI, vol.1, p.83. Rokusho 20, p.57, no.77. Burditt, ICGG, p.45, figs.25-26. Earle, Huthart, p.180, no.154.

## 72 \*

#### A BOXWOOD NETSUKE OF A FROG **EMERGING FROM A ROTTED BRANCH**

By Mitani Goho, Aki Province, late 18th/early 19th century The frog levering itself out of a partially-rotted branch, its hind legs visible from the opposite end, its body covered with ukibori pimples, signed with ukibori characters on a smooth portion of bark Goho with a kao. 4.2cm (13/4in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黄楊彫根付 枯木に蛙 銘「五鳳(花押)」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection. M. T. Hindson Collection.

#### Published:

Davey, MTH, p.252, no.777. Rokusho 20, p.54, no.70. Burditt, ICGG, p.44, fig.20. Earle, Huthart, p.181, no.155.

#### 73 \*

#### A BOXWOOD NETSUKE OF A FROG IN BAMBOO

By Mitani Goho, Aki Province, late 18th/early 19th century The frog attempting to lever itself out of a broken-off section of bamboo, the creature naturalistically carved with details in ukibori, the bamboo gouged with simulated worm holes with a small shoot emerging from one side, signed in ukibori and incised characters Dainitto San'yo Aki Goho Mitani Kotsu kore o sei (this was made by Goho Mitani Kotsu of Aki in the San'yo region of Great Japan). 4.7cm (1 7/8in).

£6.000 - 8.000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黄楊彫根付 竹の中の蛙 銘 「大日東山陽安芸五鳳三谷公通製之」 18世紀後期/19世紀前期

# Provenance:

Harry Seymour Trower Collection. W. W. Winkworth Collection. M. T. Hindson Collection. M. S. Newstead Collection.

#### Published:

Henri L. Joly, H. Seymour Trower Collection of Japanese Art, London, Glendining & Co., 1913, cat.no. 33. Hurtig, MNA, no.598. Davey, MTH, p.252, no.776. Meinertzhagen, MCI, vol.1, p.83. Rokusho 20, p.55, no.73. Earle, Huthart, p.182, no.156.



(underside)

















#### A BOXWOOD NETSUKE OF A FROG ON DRIFTWOOD

By Mitani Goho, Aki Province, late 18th/early 19th century The finely detailed frog squatting on an an irregular piece of weathered and deeply striated wood, signed with ukibori characters Nitto Geiyo Goho Kotsu saku (made by Goho Kotsu of Aki in Japan). 4.5cm (13/4in).

£4.000 - 4.500 JPY580,000 - 650,000 US\$5,200 - 5,900

黄楊彫根付 流木に蛙 銘 「日東芸陽五鳳公通作」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.54-60. Lazarnick, SBAP, p.158. Lazarnick, NIA, p.408. Ducros, NS, p.94, no.198. Rokusho 20, p.53, no.68. Burditt, ICGG, p.44, fig.21 Earle, Huthart, p.184, no.158.

# 75 \*

# A BOXWOOD NETSUKE OF A FROG ON DRIFTWOOD

By Mitani Goho, Aki Province, 1809

The frog squatting on an old, weathered piece of driftwood, facing ahead and with one foot resting on the edge of a hole in the wood, its skin covered with ukibori pimples and its eyes inlaid, signed Bunka tsuchinoto-mi Aki Goho (Goho, autumn of the tsuchinoto-mi year of Bunka [1809]). 5.2cm (2in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黄楊彫根付 流木に蛙 銘「文化己巳秋五鳳」 1809年

# Provenance:

Anne Hull Grundy Collection.

#### Published:

Ducros, NS, p.94, no.196. Rokusho 20, p.58, no.78. Burditt, ICGG, p.44, figs. 22-23. Earle, Huthart, p.184, no.159.

## 76 \*

#### A BOXWOOD NETSUKE OF A FROG ON ROTTEN WOOD

By Mitani Goho, Aki Province, late 18th/early 19th century The pimply-skinned frog climbing onto a large piece of striated rotten wood of pronounced grain, pushing itself up with one extended rear leg, its skin meticulously worked in ukibori, the slightly worn wood bearing a good patina and the eyes inlaid in dark horn, signed Goho. 6.3cm (21/2in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黄楊彫根付 朽木に蛙 銘 「五鳳」 18世紀後期/19世紀前期

#### Provenance:

M. T. Hindson Collection. Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, fig.61. Davey, MTH, p.252, no.779. Lazarnick, NIA, p.409. Meinertzhagen, MCI, vol.1, p.83. Rokusho 20, p.58, no.79. Earle, Huthart, p.186, no.160.

# A BOXWOOD NETSUKE OF A FROG ON A LOTUS POD

By Mitani Goho, Aki Province, late 18th/early 19th century The frog clambering onto the top of a lotus-seed pod, one trailing leg resting on the stalk, the seeds inlaid in ebony, the frog's skin rendered with *ukibori* pimples and the skin of the pod carved with *ukibori* pimples and veins, signed Goho. 4.2cm (1 5/8in).

£4.500 - 5.000 JPY650,000 - 730,000 US\$5,900 - 6,600

黄楊・黒柿彫根付 蓮根に乗る蛙 銘「五鳳」 18世紀後期/19世紀前期

# Published:

Lazarnick, NIA, p.411. Rokusho 20, p.56, no.75. Burditt, ICGG, p.43, fig.15. Earle, Huthart, p.186, no.161.























# A BOXWOOD NETSUKE OF A FROG ON A TORTOISE

By Mitani Goho, Aki Province, late 18th/early 19th century The smooth-skinned tree frog resting, its raised head bearing an alert expression, on the back of the tortoise which is almost completely enveloped in its shell, the slightly worn wood bearing a fine patina and the pupils inlaid, signed Goho. 4.6cm (13/4in).

£5,000 - 6,000 JPY730,000 - 870,000 US\$6,600 - 7,900

黄楊彫根付 亀に乗る蛙 銘 「五鳳」 18世紀後期/19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

# Published:

Lazarnick, MI, fig.2. Rokusho 20, p.55, no.72. Earle, Huthart, p.188, no.162. 79 \*

## A BOXWOOD NETSUKE OF A FROG ON BAMBOO

Attributed to Mitani Goho, Aki Province, late 18th/early 19th century The frog squatting on a short section of bamboo, its head raised and looking alert as if about to leap, its body almost covered with *ukibori* and its eves inlaid in pale horn. unsigned. 4.5cm (13/4in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黄楊彫根付 竹に蛙 無銘 18世紀後期/19世紀前期

# Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.62-64. Earle, Huthart, p.188, no.163.

80 \*

# AN EBONY NETSUKE OF A SNAKE **DEVOURING A FROG**

By Mitani Goho, Aki Province, dated 1811 The large snake curled in several loops, clutching the huge frog in its open mouth, the scales of the former and the skin of the latter carved with delicate ukibori details, faintly signed with ukibori characters Bunka hachi kanoto-hitsuji juichigatsu hi Nihon koku Aki Goho (Goho of Aki Province in Japan on a day in the eleventh month of the eighth, kanotohitsuji, year of Bunka [1811]). 4.5cm (13/4in).

£6,000 - 8,000 JPY870,000 - 1,200,000 US\$7,900 - 10,000

黒檀彫根付 蛙を巻き込む蛇 銘 「文化八 辛未十一月日日本国阿岐五鳳 1811年

# Published:

Rokusho 20, p.53, no.69. Burditt, ICGG, p.44, fig.24. Earle, Huthart, p.188, no.164.



# A RARE BOXWOOD NETSUKE OF GAMA SENNIN

By Mitani Goho, Aki Province, dated 1804 Half-kneeling and crying out in pain as he is almost crushed beneath the weight of a huge toad resting on his shoulders, one leg trailing down his back, the skin of the frog rendered with ukibori pimples, signed with partially-erased ukibori characters Goho Tani Kotsu saku kinoe-ne mo... (made by Goho Tani Kotsu in early ..., in the first year of the cycle [1804]). 5.3cm (2 1/8in) high.

£8.000 - 10.000 JPY1,200,000 - 1,500,000 US\$10,000 - 13,000

黄楊彫根付 蝦蟇仙人 銘 「五鳳谷公通作甲子 孟口」 1804年

#### Provenance:

J. C. Hawkshaw Collection. Sold at Christie's London, 20 October 1976. Eskenazi Ltd., London. George Lazarnick Collection.

# Published:

Henri L. Joly, auction catalogue of the J. C. Hawkshaw Collection, London, 1911, cat.no.53. Lazarnick, NIA, pp.70 and 412. Eskenazi Ltd., Japanese Netsuke from the Lazarnick Collection, London, 1990, p.70, no.48. INSJ, vol.10, no.1, Spring 1990, back cover. Rokusho 20, p.57, no.76. Burditt, ICGG, p.43, figs.16-17. Earle, Huthart, p.190, no.166.

The Honolulu Academy of Arts, Honolulu, 1985.

# A BOXWOOD NETSUKE OF A LIZARD ON A MUSHROOM

Attributed to Mitani Goho, Aki Province, late 18th/early 19th century The large lizard resting on the upper surface of the fungus, its tail curled to the left, following the perimeter of the cap, its stalk forming the himotoshi, details carved in ukibori, the wood slightly worn and bearing a fine patina, unsigned. 6cm (2 3/8in).

£5.000 - 6.000 JPY730.000 - 870.000 US\$6,600 - 7,900

黄楊彫根付 茸に蜥蜴 無銘 18世紀後期/19世紀前期

#### Provenance:

G. G. Davies Collection. M. M. Hepworth Collection. M. T. Hindson Collection.

#### Published:

Davey, MTH, p.381, no.1143. Rokusho 20, p.58, no.80. Earle, Huthart, p.190, no.167.

83 \*

# A BOXWOOD NETSUKE OF A SPIDER ON AN OAK BRANCH

By Mitani Goho, Aki Province, late 18th/early 19th century The small spider resting on a section of oak, flanked by five large acorns, their cups rendered with *ukibori* pimples, signed with ukibori characters Goho. 3.6cm (1 3/8in).

£2.500 - 3.000 JPY360,000 - 440,000 US\$3,300 - 3,900

黄楊彫根付 柏の枝に止まる蜘蛛 銘 「五鳳」 18世紀後期/19世紀前期

# Published:

Rokusho 20, p.54, no.71. Earle, Huthart, p.206, no.178.

# A BOXWOOD NETSUKE OF A SNAIL ON A ROTTING MUSHROOM

By Mitani Goho, Aki Province, late 18th/early 19th century The large mollusc emerging from its shell and turning to the left as it slithers over the underside of the partly eaten fungus, signed with ukibori characters in a gourd-shaped reserve Goho. 4.8cm (1 7/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黄楊彫根付 朽茸に蝸牛 銘 「五鳳」 18世紀後期/19世紀前期

#### Published:

Lazarnick, NIA, p.1323. Rokusho 20, p.52, no.67. Earle, Huthart, p.208, no.180.

85 \*

## AN UNUSUAL BOAR-TUSK NETSUKE OF A RECUMBENT OX

Probably Iwami Province, 19th century Carved in shishiaibori with a recumbent ox, its head lowered to the right and its tail trailing, signed with an unidentified seal. 12cm (4¾in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

猪牙彫根付 臥牛 在印(不詳) 19世紀

#### Provenance:

Carlo Monzino Collection. Sold at Sotheby's, London, 21 June 1995, lot 241.

# Published:

Earle, Huthart, p.220, no.192. Burditt, ICLS, p.38, fig.2.

86 \*

# AN UNUSUALLLY LARGE BOAR-TUSK NETSUKE OF A DRAGON

By Kanman (1793-1859), Iwami Province, dated 1829 The tusk of pronounced curvature, carved in relief with a dragon amid clouds, extending almost along the entire length, signed Bunsei juninen ... sangatsu hi lwami no ju Kanman saku (made by Kanman, a resident of Iwami, on a day in the third month ... of the twelfth year of Bunsei) with a kao. 13.8cm (5 3/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

猪牙彫根付 竜 銘「文政十二年口三月日石見住貫満作(花押)」 1829年

#### Provenance:

Raymond and Frances Bushell Collection.

#### Published:

Bushell, NFU, no.424. Rokusho 20, p.41, no.50. Earle, Huthart, p.222, no.194. Burditt, ICK, p.52, fig.13.

87 \*

#### A BOAR-TUSK NETSUKE OF A DRAGON

By Kanman (1793-1859), Iwami Province, early 19th century Carved in relief with a running dragon, extending along almost the entire length of the tusk, its eyes inlaid, signed Iwami-no-kuni Kakuhodo Kanman to (carved by Kakuhodo Kanman of Iwami Province) with a kao. 11.1cm (4 3/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

猪牙彫根付 竜 銘 「石見国霍峯堂貫満刀(花押)」 19世紀前期

#### Provenance:

Imai Kenzo Collection.

# Published:

Hurtig, MNA, no.469. Earle, Huthart, p.224, no.195.





# A BOAR-TUSK NETSUKE OF A DRAGON

By Kanman (1793-1859), Iwami Province, early 19th century The tusk of pronounced curvature, carved in high relief with a dragon, its head turned back over its body and its eyes inlaid in mother-of-pearl and dark horn, the broad end plugged with a silver plate, signed Iwamino-kuni Kakuhodo Kanman to (carved by Kakuhodo Kanman of Iwami Province) with a kao and traces of a further short signature to the left. 11.7cm (4 5/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

猪牙彫根付 竜 銘 「石見国霍峯堂貫満刀(花押)」 19世紀前期

# Published:

Ducros, NS, p.94, no.202. Rokusho 20, p.46, no.56. Earle, Huthart, p.226, no.196.

# A BOAR-TUSK NETSUKE OF A CRAB

By Kanman (1793-1859), Iwami Province, early 19th century Carved in high relief with a large crab, facing to the side and with its legs partially undercut, signed Iwami no ju Kanman saku (made by Kanman of Iwami). 10.8cm (41/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 蟹 銘 「石見住貫満作」 19世紀前期

#### Published:

Lazarnick, NIA, p.580 Earle, Huthart, p.233, no.201.





# A BOAR-TUSK NETSUKE OF A SPIDER

By Kanman (1793-1859), Iwami Province, early 19th century The tusk simply finely polished and carved in relief with a large spider resting with legs splayed, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 9.5cm (3¾in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 蜘蛛 銘 「石見国貫満刀(花押)」 19世紀前期

#### Provenance:

Joseph and Edie Kurstin Collection.

## Published:

Okada and Neill, RIB, p.57, no.38. Lazarnick, NIA, p.582. Earle, Huthart, p.234, no.202. Burditt, ICK, p.53, fig.16.

## 91 \*

# A BOAR-TUSK NETSUKE OF A FROG ON A FOLDED LEAF

By Kanman (1793-1859), Iwami Province, early 19th century The frog squatting with splayed legs on a large folded leaf, the veins of which are carved in relief and engraved, signed Iwami Kanman. 9.2cm (3 5/8in).

£3,000 - 4,000 JPY440,000 - 580,000 US\$3,900 - 5,200

猪牙彫根付 葉に乗る蛙 銘 「石見貫満」 19世紀前期

#### Provenance:

Henry Lang Collection.

# Published:

Earle, Huthart, p.238, no.206.

## AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA

By Kanman (1793-1859), Iwami Province, early 19th century The large insect resting on a log, carved in high relief, the veins of its wings carved in fine detail, two fallen leaves at its back, the variegated colouring of the material used to maximum effect, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 7.6cm (3in).

£2.000 - 2.500 JPY290.000 - 360.000 US\$2,600 - 3,300

海松彫根付 丸太に蝉 銘 「石見国貫満刀(花押)」 19世紀前期

#### Provenance:

Matsui Collection.

#### Published:

Lazarnick, NIA, p.579. Rokusho 20, pp.42-43, no.51. Earle, Huthart, p.240, no.208. Burditt, ICK, p.49, figs.4a-4b.

93 \*

## AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA ON AN OAK BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century The insect carved in high relief, resting on a branch of oak, a small cluster of three acorns at one end, in very dark umimatsu, signed Iwami-no-kuni no ju Kanman to (carved by Kanman, a resident of Iwami Province) with a kao. 8.4cm (31/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 柏枝に蝉 銘 「石見国之住貫満刀(花押)」 19世紀前期

# Published:

Lazarnick, NIA, p.583. Earle, Huthart, p.242, no.210.

94 \*

# AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA ON A LOG

By Kanman (1793-1859), Iwami Province, early 19th century The large insect resting with its wings drawn in for compactness on a cylindrical log, the umimatsu of dark tone with slightly paler patches, signed Kanman to (carved by Kanman) with a kao. 5.6cm (21/4in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

海松彫根付 丸太に蝉 銘「貫満刀(花押)」 19世紀前期

#### Published:

Earle, Huthart, p.246, no.213.

95 \*

# AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA ON A BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century The cicada resting with wings drawn in on a branch with two shorter stems, signed Iwami-no-kuni Kanman (Kanman of Iwami Province) with a kao. 6.7cm (2 5/8in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

海松彫根付 枝に蝉 銘「石見国貫満(花押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p.246, no.214.

96 \*

## AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA ON A PINE BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century The large insect resting on a curved pine branch, the bark naturalistically rendered, carved from a variegated coloured section of umimatsu, signed Iwami Kanman to (carved by Kanman of Iwami) with a kao. 9cm (31/2in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 枝に蝉 銘 「石見貫満刀(花押)」

#### Published:

Lazarnick, NIA, p.582. Earle, Huthart, p.246, no.215.

97 \*

# AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA

By Kanman (1793-1859), Iwami Province, early 19th century The large insect breaking free of its pupa case, carved in high relief on a large leaf with another beneath, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 7.1cm (23/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2.600 - 3.300

海松彫根付 蝉になる蛹 銘 「石見国貫満刀(花押)」 19世紀前期

#### Provenance:

W. L. Behrens Collection, no.1629. H. G. Witt Collection. M. T. Hindson Collection.

# Published:

Joly, WLB, p.61 (unillustrated). Davey, MTH, p.254, no.785. Earle, Huthart, p.248, no.217.

















## AN UMIMATSU (SEA-PINE) NETSUKE OF A CICADA ON A BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century

The large insect resting with wings drawn in on a bifurcated section of branch with leaves carved in low relief, signed Iwami-no-kuni Kanman (Kamnan of Iwami Province) with a kao. 6.7cm (2 5/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

海松彫根付 枝に蝉 銘 「石見国貫満(花 押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

# Published:

Earle, Huthart, p.252, no.220. Burditt, ICK, p.51, figs. 11a-11b.

# AN EBONY NETSUKE OF A CICADA ON A TARO LEAF

By Kanman (1793-1859), Iwami Province, early 19th century

The large insect resting on the folded leaf, its legs and wings partially undercut and the chitinous texture of its wings contrasting with the smooth leaf, signed Kanman saku (made by Kanman). 9cm (3½in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黒檀彫根付 芋の葉に止まる蝉 銘 「貫満 19世紀前期

## Published:

Lazarnick, NIA, p.586. Earle, Huthart, p.254, no.223.

# A WOOD NETSUKE OF A CICADA ON DRIFTWOOD

By Kanman (1793-1859), Iwami Province, early 19th century

The wood probably ebony, the large insect alighting on the layered section of driftwood, carved in high relief, the wings and legs undercut, the whole meticulously rendered and with indentations representing rotten sections of the wood, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 9.2cm (3 5/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

木彫根付 流木に止まる蝉 銘 「石見国貫 満刀(花押)」 19世紀前期

# Published:

Lazarnick, NIA, p.588. Rokusho 20, p.47, no.57. Earle, Huthart, p.256, no.224.







# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A TORTOISE

By Kanman (1793-1859), Iwami Province, early 19th century Almost completely enveloped within its

carapace, its legs drawn in, forming a compact composition, the eyes inlaid in crystal and dark horn, the himotoshi formed by the central section of the carapace, signed Iwami-nokuni Kanman to (carved by Kanman in Iwami Province) with a kao. 5.7cm (21/4in).

£2,000 - 2,500 JPY290.000 - 360.000 US\$2,600 - 3,300

黒柿彫根付 亀 銘 「石見国貫満刀 (花押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, pl.86-7. Earle, Huthart, p.258, no.226. 102 \*

#### AN EBONY NETSUKE OF A MINOGAME ON DRIFTWOOD

By Kanman (1793-1859), Iwami Province, early 19th century

The terrapin with a long trailing tail walking across the layered section of wood, its head extended and turned to the right looking up, the eyes inlaid in horn, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 6.9cm (2¾in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 流木に蓑亀 銘 「石見国貫満刀 (花押)」 19世紀前期

# Published:

Lazarnick, NIA, p.588. Earle, Huthart, p.259, no.228. 103 \*

#### AN UMIMATSU (SEA-PINE) NETSUKE OF A CENTIPEDE ON A BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century

The large centipede making its way around and through the ancient wood, the wood bearing a distinct grain, the centipede's body and legs highly polished to accent the characteristic patina of the umimatsu, signed Kanman saku (made by Kanman) with a kao. 8.5cm (3 3/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 枝に蜈蚣 銘「貫満作 (花押)」 19世紀前期

#### Published:

Earle, Huthart, p.260, no.229. Burditt, ICK, p.54, figs.19a-19b.

# AN UMIMATSU (SEA-PINE) NETSUKE OF A CENTIPEDE

By Kanman (1793-1859), Iwami Province, early 19th century A bifurcated section of rotting wood carved in relief with a centipede walking over one side, its body and legs finely carved and cleverly utilising the varied tone of the umimatsu, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 5.3cm (2 1/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 枯木に蜈蚣 銘 「石見国貫満刀(花押)」 19世紀前期

#### Published:

Lazarnick, NIA, p.580. Rokusho 20, p.44, no.53. Earle, Huthart, p.261, no.230. Burditt, ICK, p.49, fig.3.

105

# AN UMIMATSU (SEA-PINE) NETSUKE OF A BEETLE ON AN OAK BRANCH

By Kanman (1793-1859), Iwami Province, early 19th century The winged beetle resting with legs splayed on a thick branch of oak with an acorn and leaves carved in relief, the mainly dark material with slight pale patches, signed Iwami-no-kuni Kakuhodo Kanman to (carved by Kakuhodo Kanman of Iwami Province) with a kao. 7cm (23/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2.600 - 3.300

海松彫根付 柏の枝に兜虫 銘 「石見国霍峯堂貫満刀(花押)」 19世紀前期

# Provenance:

George Lazarnick Collection.

#### Published:

Lazarnick, NIA, pp.79 and 580. Earle, Huthart, p.263, no.232.

106 \*

#### AN EBONY NETSUKE OF A BEETLE ON TWO MUSHROOMS

By Kanman (1793-1859), Iwami Province, early 19th century The winged insect crawling over the broad worm-eaten head of a mushroom overlapping a smaller fungus at one side, the wood somewhat worn, signed Iwami-no-kuni Kanman (Kanman of Iwami Province) with a kao. 6.3cm (21/2in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 茸に兜虫 銘 「石見国貫満(花押)」 19世紀前期

#### Published:

Earle, Huthart, p.264, no.233.

107 \*

# AN UMIMATSU (SEA-PINE) NETSUKE OF A SPIDER ON A NASUBI (AUBERGINE)

By Kanman (1793-1859), Iwami Province, early 19th century The large spider crawling along the curved aubergine, the almost-black umimatsu with slightly paler patches, signed Iwami-no-kuni Denshinsai Kanman to (carved by Denshinsai Kanman of Iwami Province) with a kao. 8.5cm (3 3/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 茄子に蜘蛛 銘 「石見国伝神斎貫満作(花押)」 19世紀前期

#### Published:

Lazarnick, NIA, p.585. Earle, Huthart, p.265, no.234.

108 \*

#### A BUFFALO-HORN NETSUKE OF A SNAIL ON A TARO LEAF

By Kanman (1793-1859), Iwami Province, early 19th century The curved section of horn carved in high relief with a snail, its body emerging from its shell as it slides over the leaf, its veins depicted in low relief signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 7.8cm (3 1/8in).

£2,000 - 2,500 JPY290,000 - 360,000

US\$2,600 - 3,300

水牛角彫根付 芋の葉に蝸牛 銘 「石見国貫満刀(花押)」 19世紀前期

#### Published:

Earle, Huthart, p.267, no.236.

109 \*

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A CRAB ON DRIFTWOOD

By Kanman (1793-1859), Iwami Province, early 19th century The large crab carved in high relief, resting at one end of a long, weathered section of driftwood bearing a highly distinctive grain, signed in a sunken rectangular reserve Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 8.5cm (3 3/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黒柿彫根付 流木に蟹 銘 「石見国貫満刀(花押)」 19世紀前期

# Provenance:

Anne Hull Grundy Collection.

#### Published:

Earle, Huthart, p.270, no.239.













#### AN EBONY NETSUKE OF A CRAB ON BAMBOO

By Kanman (1793-1859), Iwami Province, early 19th century The large crab carved in relief resting on the end of a short section of thick oval bamboo, with a prominent nodal ring, signed Kanman with a kao. 5.6cm (21/4in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 竹に蟹 銘「貫満(花押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

#### Published:

Hull Grundy, NCIS, figs.82-83. Earle, Huthart, p.271, no.240.

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A CRAB ON DRIFTWOOD

By Kanman (1793-1859), Iwami Province, early 19th century The large crab carved in high relief on an irregular section of broadlystriated driftwood, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 7.1cm (23/4in) long.

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒柿彫根付 流木に蟹 銘 「石見国貫満刀(花押)」 19世紀前期

#### Published:

Earle, Huthart, p.272, no.241.

## A BOXWOOD NETSUKE OF A CONCH. AWABI (ABALONE) AND CRAB

By Kanmin, first half of the 19th century

A large conch with an abalone and crab crawling on either end of its shell, the legs of the crab undercut, bearing a good patina, signed Kanmin. 6.1cm (21/2in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 法螺貝と鮑に蟹 銘「貫民」 19世紀前期

#### Published:

Lazarnick, NIA, p.591. Rokusho 20, p.77, no.114. Earle, Huthart, p.273, no.242. 113 \*

## AN EBONY NETSUKE OF A TREE FROG ON A MUSHROOM

By Kanman (1793-1859), Iwami Province, early 19th century The frog squatting with its hind legs bent, as if about to leap, on the underside of a large mushroom, its thick stalk trailing to the side, the frog's eyes inlaid in crystal and dark horn, signed Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 6.7cm (2 5/8in).

£1.500 - 1.800 JPY220,000 - 260,000 US\$2,000 - 2,400

黒檀彫根付 茸に蛙 銘 「石見国貫満刀(花押)」 19世紀前期

#### Published:

Lazarnick, NIA, p.584. Earle, Huthart, p.276, no.245.

# 114 \*

## AN EBONY NETSUKE OF A FROG ON A MUSHROOM

By Kanman (1793-1859), Iwami Province, early 19th century The frog, with distinctive markings in relief on its back, squatting on the underside of the upturned fungus, its eyes inlaid in horn, signed Iwamino-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 4.5cm (1¾in).

£1.500 - 2.000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 茸に座る蛙 銘 「石見国貫満刀(花押)」 19世紀前期

# Published:

Shichida, INC, no.54. Rasmussen, DIS, fig.4. Earle, Huthart, p.277, no.246. Burditt, ICK, p.48, no.1.

## 115 \*

# A LARGE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A FROG ON A LOTUS LEAF

By Kanman (1793-1859), Iwami Province, early 19th century The large frog carved in high relief as it squats, with splayed feet, astride the folded leaf, the smaller veins of which are carved in ukibori, signed on the stem with partially-erased ukibori characters Iwami no ju Kanman ... (Kanman, resident of Iwami Province...) with a kao. 11.1cm (4 3/8in).

£2.000 - 2.500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒柿彫根付 蓮の葉に座る蛙 銘 「石見住貫満口口(花押)」 19世紀前期

# Provenance:

Joseph and Edie Kurstin Collection.

#### Published:

Rokusho 20, p.48, no.59. Earle, Huthart, p.278, no.247. Burditt, ICK, p.53, fig.15.













#### AN EBONY NETSUKE OF A RAT ON A PILE OF MUSHROOMS

By Kanman (1793-1859), Iwami Province, early 19th century The large rat seated with its head raised and bearing an alert expression, on a large overturned mushroom with two smaller growths at its back, the eyes inlaid in horn, signed Kanman to (carved by Kanman) with a seal.

7.8cm (3 1/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 茸に乗る鼠 銘「貫満刀」 19世紀前期

#### Provenance:

Raymond and Frances Bushell Collection. W. G. Bosshard Collection.

#### Published:

Barry Davies Oriental Art, The Netsuke Collection of W. G. Bosshard, Part I, London, 1994, no.10. Earle, Huthart, p.279, no.248.

## 117 \*

## A BUFFALO-HORN NETSUKE OF A RAT ON A BAMBOO SHOOT

By Kanman (1793-1859), first half of the 19th century Carved in relief from the tip of the horn, depicting a small rat crawling atop a bamboo shoot, signed Iwami-no-kuni no ju Kanman to (carved by Kanman, a resident of Iwami Province) with a kao. 8.1cm (3 1/8in).

£800 - 1,000 JPY120,000 - 150,000 US\$1,000 - 1,300

水牛角彫根付 竹に鼠 銘 「石見国之住貫満刀(花押)」 19世紀前期

# Published:

Lazarnick, NIA, p.590. Rokusho 20, p.50, no.63. Earle, Huthart, p.280, no.249. Burditt, ICK, p.51, figs. 8a-8b.

# 118 \*

## A LARGE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A RECUMBENT OX

Attributed to Kanman (1793-1859), Iwami Province, early 19th century Lying with its head raised and turned to the right, its body devoid of hairwork and its legs drawn in for compactness, unsigned. 8.2cm (31/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2.600 - 3.300

黒柿彫根付 臥牛 無銘 19世紀前期

#### Provenance:

Fairley Collection, no.199. M. T. Hindson Collection.

#### Published:

Davey, MTH, p.376, no.1127. Earle, Huthart, p.281, no.250.

#### 119 \*

# A SMALL EBONY NETSUKE OF A RECUMBENT OX

By Kanman (1793-1859), Iwami Province, early 19th century Lying with its head lowered and turned to the left, its legs drawn in for compactness and its eyes inlaid in pale and dark horn, signed Iwami-no-kuni Kanman (Kanman of Iwami Province) with a kao. 5.1cm (2in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黒檀彫根付 臥牛 銘「石見国貫満(花押)」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

# Published:

Earle, Huthart, p.282, no.251.

# 120 \*

# AN EBONY NETSUKE OF A RECUMBENT OX

By Kanman (1793-1859), Iwami Province, early 19th century Lying with its legs folded beneath its body, a halter tied through its nose and forming an S-shape over its back, its eyes inlaid in pale and dark horn, signed in an irregular reserve Iwami-no-kuni Kanman to (carved by Kanman in Iwami Province) with a kao. 7.8cm (3 1/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 臥牛 銘 「石見国貫満刀(花押)」 19世紀前期

#### Published:

Rokusho 20, p.48, no.60. Earle, Huthart, p.282, no.253.













# A RARE EBONY NETSUKE OF A PUPPY AND FROG

By Kanman (1793-1859), Iwami Province, early 19th century The puppy recumbent, its head turned to the left and its forepaws resting on the upturned belly of a large frog, the eyes inlaid in pale and dark horn, signed in a rectangular reserve Kanman saku (made by Kanman). 6.1cm (2 3/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 蛙に戯れる子犬 銘「貫満作」 19世紀前期

## Provenance:

Anne Hull Grundy Collection.

#### Published:

Rokusho 20, p.49, no.61. Earle, Huthart, p.285, no.255. 122 \*

# AN EBONY NETSUKE OF A SHISHI

By Kanman (1793-1859), Iwami Province, early 19th century Crouching, its head turned to the left and lowered to the ground, its stylised hairwork meticulously rendered and its eyes inlaid in pale and dark horn, signed Seki-shu no ju Kanman to (carved by Kanman of Iwami Province) with a kao. 4.2cm (1 5/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 獅子 銘 「石州之住貫満刀(花押)」 19世紀前期

# Provenance:

Anne Hull Grundy Collection.

## Published:

Hull Grundy, NCIS, fig.75. Ducros, NS, p.94, no.192. Rokusho 20, p.44, no.52. Earle, Huthart, p.286, no.256. Burditt, ICK, p.51, fig.10.









123 \*

# A RARE BUFFALO-HORN NETSUKE **OF FUKUROKUJU**

By Kanman (1793-1859), Iwami Province, early 19th century

Carved from the tip of the horn, the god seated, his knees raised, holding a large fan with one hand, the horn ideally suited to represent Fukurokuju's elongated bald head and of variegated colour, signed Kanman with a kao. 6.4cm (21/2in).

£800 - 1,000 JPY120,000 - 150,000 US\$1,000 - 1,300

水牛角彫根付 福禄寿 銘「貫満 (花押)」 19世紀前期

# Published:

Rokusho 20, p.51, no.65. Earle, Huthart, p.287, no.257. 124 \*

# A RARE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A SHISHIMAI DANCER

By Kanman (1793-1859), Iwami Province, early 19th century

The small figure standing, leaning to one side, wearing a large lion mask and holding a rattle, the large eyes inlaid in pale and dark horn, signed Iwami-no-kuni Kanman (Kanman of Iwami Province) with a kao.

4.8cm (1 7/8in) high.

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

黒柿彫根付 獅子舞 銘 「石見国貫満 (花押)」 19世紀前期

# Provenance:

Madelyn Hickmott Collection.

#### Published:

Rokusho 20, p.45, no.55. Earle, Huthart, p.288, no.258. Burditt, ICK, p.54, fig.18.

# AN EBONY NETSUKE OF AN EAGLE **CLUTCHING A MONKEY**

By Kanman (1793-1859), Iwami Province, early 19th century

The large eagle perched, facing ahead with a stern expression, grasping a terrified monkey, the eyes of both animals inlaid in horn, signed Iwami-no-kuni Kanman (Kanman of Iwami Province).

7.3cm (2 7/8in) high.

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

黒檀彫根付 鷲に捕えられた猿 銘 「石見国貫満」 19世紀前期

# Provenance:

Viscount Bearsted Collection.

#### Published:

Earle, Huthart, p.291, no.261. Burditt, ICK, p.49, no.5.









# A BOXWOOD NETSUKE OF A TIGER IN BAMBOO

By Baiseki, Iwami Province, late 18th/early 19th century The tiger climbing out of a thick section of bamboo, howling with pain as its tail is caught in a split in the wood, signed Gokyotei Baiseki kore o chokoku (Gokyotei Baiseki carved this) with a seal Sha. 5.7cm high (21/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 竹に虎 銘 「五橋亭楳石彫刻之」 18世紀後期/19世紀前期

## Provenance:

Virginia Atchley Collection.

#### Published:

Lazarnick, NIA, p.303. Ducros, NS, no.199. Rokusho 20, p.74, no.108. Earle, Huthart, p.295, no.265.

For a somewhat similar example by Bokugyuken Toshiharu, see G. Lazarnick, NIA, p.1173.

# 127 \*

# A BOXWOOD NETSUKE OF A SNAIL

By Baiseki, Iwami Province, late 18th/early 19th century Emerging from its intentionally-broken shell and turning to the right over a large curled leaf, its flesh covered with pimples rendered in ukibori, signed Baiseki kore o chokoku (Baiseki carved this) with a seal Sha. 5.3cm (2 1/8in).

£3,500 - 4,000 JPY510,000 - 580,000 US\$4,600 - 5,200

黄楊彫根付 葉に蝸牛 銘「楳石彫刻之」 18世紀後期/19世紀前期

#### Provenance:

Virginia Atchley Collection.

# Published:

Earle, Huthart, p.296, no.266.









# A RARE KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF JUROJIN IN A PEACH

By Baiseki, Iwami Province, late 18th/early 19th century Carved in two parts, the large peach with leaves carved in relief, surmounted by a loose blossom on which Jurojin stands and fits inside the fruit, forming the himotoshi, signed Baiseki kore o chokoku (Baiseki carved this) with a seal Sha. 5.3cm (2 1/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒柿彫根付 桃の中の寿老人 銘 「楳石彫刻之」 18世紀後期/19世紀前期

# Published:

Rokusho 20, p.77, no.115. Earle, Huthart, p.298, no.268. 129 \*

# A BOAR-TUSK NETSUKE OF A DRAGON

By Bokugyuken Toshiharu (died 1859), Hakata, Chikuzen Province, early to mid-19th century

Carved in relief with a running dragon, signed Bokugyuken Toshiharu. 10.8cm (41/4in) long.

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

猪牙彫根付 竜 銘「牧牛軒利治」 19世紀前期/中期

# Provenance:

Albert Brockhaus Collection.

#### Published:

Albert Brockhaus, Netsuke, Leipzig, F.A. Brockhaus, 1905/9, cat.no.649. Meinertzhagen, MCI, vol.2, p.929 (unillustrated). Earle, Huthart, p.300, no.270.

Recent research has established that Bokugyuken Toshiharu was a resident of Hakata in Chikuzen Province, although his style of carving shows distinct affinities with that of Tomiharu and other carvers from Iwami.

# A STAINED BOXWOOD NETSUKE OF A CRAYFISH ON AN AWABI (ABALONE) SHELL

By Bokugyuken Toshiharu (died 1859), Hakata, Chikuzen Province, mid-19th century

The cravfish resting atop an abalone shell, its antennae and legs drawn in for compactness, its tail flared as it curls around its left side, signed Bokugyuken. 5.1cm (2in).

£1.000 - 1.500 JPY150.000 - 220.000 US\$1,300 - 2,000

黄楊彫根付 鮑に乗る伊勢海老 銘「牧牛軒」 19世紀中期

#### Provenance:

Raymond Huet Collection. Sold at Hotel Drouot, Paris, May 1928, lot 214. Anne Hull Grundy collection.

#### Published:

Meinertzhagen, MCI, vol.2, p.929 (unillustrated). Rokusho 20, p.68, no.97. Earle, Huthart, p.301, no.271.

131 \*

#### A WOOD NETSUKE OF A DESICCATED SALMON HEAD

By Bokugyuken Toshiharu (died 1859), Hakata, Chikuzen Province, mid-19th century

The dried fish with an open mouth, its skin beginning to adhere to its partially-visible bones, signed in a sunken rectangular reserve with ukibori characters Bokugyuken. 5.8cm (21/4in).

£800 - 1,200 JPY120,000 - 170,000 US\$1,000 - 1,600

木彫根付 干し鮭の頭 銘「牧牛軒」 19世紀中期

#### Published:

Lazarnick, NIA, p.1172. Earle, Huthart, p.302, no.272.

132 \*

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE **OF KIKUJIDO**

By Bokugyuken Toshiharu (died 1859), Hakata, Chikuzen Province, mid-19th century

Seated on a large chrysanthemum leaf, leaning on a low writing table and holding a brush with one hand, his long hair flowing down his back, signed Bokugyu. 5.6cm (21/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒柿彫根付 菊葉に座る菊慈童 銘 「牧牛」 19世紀中期

# Published:

Rokusho 20, p.69, no.98. Earle, Huthart, p.303, no.273. 133 \*

## AN EBONY NETSUKE OF THE BUNBUKU CHAGAMA (BADGER TEA-KETTLE)

By Bokugyuken Toshiharu (died 1859), Hakata, Chikuzen Province, mid-19th century

The badger shown curled in a ball, imitating a tea kettle, its head lowered and flanked by its two forelegs and tail beneath, the removable cover of the kettle forming the himotoshi, the upper part variously textured to simulate fur and iron, signed in a sunken rectangular reserve Bokugyuken. 4.8cm (1 7/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黒檀彫根付 文福茶釜 銘 「牧牛軒」 19世紀中期

#### Provenance:

de Haviland Collection. Frederick Meinertzhagen Collection. W. W. Winkworth Collection. M. T. Hindson Collection.

#### Published:

Hull Grundy, NCIS, fig.121. Davey, MTH, p.255, no.788. Meinertzhagen, MCI, vol.2, p.929. Rokusho 20, p.69, no.99. Earle, Huthart, p.304, no.275.

F. Meinertzhagen in MCI opines: 'Very strikingly original design of strong character and artistic inspiration.'

134 \*

# A BOXWOOD AND METAL NETSUKE OF ANTS ON VEGETABLES

By Jikan Ganbun, Kyoto and Edo, 19th century A large pumpkin with a mushroom, eggplant and cucumber resting at the sides, inlaid with three crawling ants in shakudo and shibuichi, signed on an inlaid ebony tablet Gyonen nanajusai Jikan Ganbun (Jikan Ganbun, aged seventy). 4.9cm (1 7/8in).

£3,000 - 3,500 JPY440,000 - 510,000 US\$3,900 - 4,600

黄楊彫根付 野菜に蟻 銘「行年七十才自侃眼文」

# Provenance:

Willard Collection.

#### Published:

Lazarnick, NIA, p.379. Earle, Huthart, p.306, no.277. Burditt, ICLS, p.39, fig.3.

Although for some years it has been recorded that Ganbun worked in Kyoto and Edo, he was at one time thought to have lived and worked in Iwami Province. He was an adept metalworker, renowned for his meticulous, lifelike miniature ants with which he inlaid his own carved netsuke, as well as adding to wood netsuke by other makers. The present example shows affinities with the work of Arima Tomonobu, who worked in Nagoya in the 19th century.















# A BAMBOO AND EBONY NETSUKE OF MUSHROOMS WITH A SNAIL AND ANTS

By Jikan Ganbun, Kyoto and Edo, late 19th century

A large worm-eaten mushroom over which a snail in pale horn and pewter slides, overlapping a smaller ebony fungus applied with two gilt-metal ants, signed *Ganbun saku* (made by Ganbun) with a *kao*.

4.2cm (1 5/8in).

£2,500 - 3,000 JPY360,000 - 440,000 US\$3,300 - 3,900

竹・黒檀彫根付 茸に蝸牛と蟻 銘「眼文作(花押)」 19世紀後期

#### Published:

Earle, Huthart, p.308, no.278. Burditt, ICLS, p.39, fig.4.

136 \*

# AN EBONY NETSUKE OF A MINOGAME ON AN AWABI (ABALONE) SHELL

By Gyokusho, Iwami Province, early 19th century

The small *minogame* with a long trailing tail walking over an abalone shell, two limpets carved in relief beneath, signed *Enokawa Gyokusho chokoku* (carved by the Eno River by Gyokusho).

4.8cm (1 7/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 鮑に乗る養亀 銘 「可愛河玉簫 彫刻」 19世紀前期

# Provenance:

George Lazarnick Collection.

#### Published:

Lazarnick, SBAP, p.166. Lazarnick, NIA, pp.79 and 430. Earle, Huthart, p.312, no.280.

137 \*

# A WOOD NETSUKE OF A RECUMBENT HORSE

Attributed to Tachikawa Senshiro Tomitane (Takusai) (1817-1887), Suwa, Shinano Province, mid-late 19th century Lying with its head tuned back to the left, its legs drawn in for compactness and its tail sweeping forward over its left flank, the wood stained and eyes inlaid, signed *Tachikawa to* (carved by Tachikawa). 4.5cm (1¾in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

木彫根付 臥馬 銘 「立川刀」 19世紀中期/後期

#### Provenance:

Anne Hull Grundy Collection.

### Published:

Earle, Huthart, p.316, no.285.

The Tachikawa group of carvers is another that was thought at one time to have come from Iwami Province, although it is now known that they were resident in Suwa in Shinshu, Shinano Province.

For another netsuke of a horse, facing in the opposite direction, see G. Lazarnick, NIA, p.1320.

138 \*

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF TENGU NO TAMAGO (HATCHING TENGU)

By Tachikawa Senshiro Tomitane (Takusai) (1817-1887), Suwa, Shinano Province, mid-late 19th century

The *karasu* (crow-beaked) *tengu* bearing a fierce expression, levering itself out of its egg, one wing trailing over the shell, the wood of distinctive grain and the eyes inlaid in pale and dark horn, signed in an oval reserve *Takusai*. *4.2cm* (1 5/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒柿彫根付 天狗の卵 銘「琢斎」 19世紀中期/後期

#### Published:

Earle, Huthart, p.318, no.289.

Senshiro Tomitane founded a branch line of the Tachikawa family and changed his name to Takusai, the name by which he is better known to later scholars.

139 \*

# AN EBONY NETSUKE OF A KIRIN

By Masatoyo, Tomita, Iwami Province, late 18th century

The smooth-skinned *kirin* in a contorted pose, its neck stretched and its chin resting on its four feet, the eyes double-inlaid, a loose ball in its mouth, signed with partially-erased *ukibori* characters *Tomita* no ju Masatoyo ...

(... Masatoyo, resident in Tomita) and scratched beneath the jaw *Unkei*. 4.8cm (1 7/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黒檀彫根付 麒麟 銘 「□□富田住昌豊」 「雲慶」 18世紀後期

#### Provenance:

W. L. Behrens Collection, no.1442. George Lazarnick Collection, no.144.

#### Published:

Joly, WLB, p.55 (unillustrated).
Lazarnick, NIA, pp.88 and 1204.
NKSJ, vol.4, no.3, Fall 1984, p.25, fig.1.
Meinertzhagen, MCI, vol.1, p.480 (unillustrated).
Eskenazi Ltd., *Japanese Netsuke from the Lazarnick Collection*, London, 1990, p.74, no.54.
Rokusho 20, p.73, no.106.
Earle, Huthart, p.320, no.290.
Burditt, ICLS, p.43, fig.19.

#### Exhibited:

The Honolulu Academy of Arts, Honolulu, 1985.

140 \*

# AN EBONY NETSUKE OF A CICADA ON DRIFTWOOD

By Seisendo Masatoyo, Tomita, Iwami Province, late 18th century The large insect finely carved, its wings folded with veins finely carved in relief, the flattish section of typically-striated driftwood polished beneath, signed with very faint *ukibori* characters *Tomita no junin Seisendo Masatoyo saku* (made by Seisendo Masatoyo, a resident of Tomita). *7cm* (2%in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 樹皮に止まる蝉 銘 「富田住人 清泉堂昌豊作」 18世紀後期

## Provenance:

George Lazarnick Collection.

#### Published:

Lazarnick, NIA, pp.87 and 738. Earle, Huthart, p.322, no.292.

141

# AN UMOREGI (BOGWOOD) NETSUKE OF A CENTIPEDE AND ANTS ON A ROOF TILE

By Shoman, early 19th century
The centipede crawling over one end of the
broken, discarded tile, two ants carved in relief
crawling over the top, the surface of which is
carved to simulate the rough ceramic,
signed Shoman saku (made by Shoman).
5.1cm (2in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

埋れ木彫根付 瓦に蜈蚣と蟻 銘「笑満作」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

# Published:

Rokusho 20, p.65, no.90. Earle, Huthart, p.324, no.296.

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

























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# 142 \*

# A KUROGAKI (BLACK PERSIMMON) WOOD NETSUKE OF A SPIDER AND **CHESTNUT IN A BOAT**

By Shoman, early 19th century A boat with a large chestnut and spider on its deck, the spider resting in a small dish, signed in partially-obliterated characters Shoman saku (made by Shoman). 8.2cm (31/4in).

£800 - 1,000 JPY120,000 - 150,000 US\$1,000 - 1,300

黒柿彫根付 船に蜘蛛と栗 銘「笑満作」 19世紀前期

## Published:

Lazarnick, NIA, p.969. Earle, Huthart, p.325, no.297.

# 143 \*

# AN UMOREGI (BOGWOOD) NETSUKE OF A FROG ON A BOOK

By Shoman, early 19th century The frog climbing onto a thick book and holding its pages open with its forefeet, the cover of the book beneath engraved with scrolling foliage, signed in a rectangular reserve Shoman saku (made by Shoman). 3.8cm (1½in).

£800 - 1,000 JPY120,000 - 150,000 US\$1,000 - 1,300

埋れ木彫根付 和本に蛙 銘 「笑満作」 19世紀前期

## Published:

Earle, Huthart, p.326, no.298.

# 144 \*

# A BOXWOOD NETSUKE OF A CENTIPEDE ON A HANAIKE (FLOWER VASE)

Style of Mitani Goho, Aki Province, early 19th century

The centipede crawling down the side of the hanging vase, formed from a thick section of bamboo which is pierced with a horizontal slot that doubles as the larger cord hole, the wood slightly worn and of a good colour, unsigned. 5.1cm (2in) high.

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黄楊彫根付 花生に蜈蚣 無銘 19世紀前期

#### Published:

Earle, Huthart, p.333, no.306.





# AN EBONY NETSUKE OF A CENTIPEDE **EMERGING FROM DRIFTWOOD**

Iwami Province, dated 1805

The large insect crawling over a horizontally striated weathered large piece of driftwood with an overhanging section, the underside polished and rather worn, inscribed with partially illegible ukibori characters Bunka ni kinoto chuka ... (mid-summer of the second, kinoto, year of Bunka [1805]) with two seals. 8.5cm (3 3/8in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黒檀彫根付 枯木に蜈蚣 銘「文化二乙仲夏口口」 1805年

# Published:

Earle, Huthart, p.332, no.307.

# AN EBONY NETSUKE OF A CENTIPEDE ON DRIFTWOOD

By Hayashi Gendo, Iwami Province, dated 1789 The centipede crawling around and over a section of striated and weathered driftwood of irregular form, its body and the underside of the wood polished, signed with ukibori characters Kansei gan tsuchinototori toshi Sekiyo Kohoku Hayashi Gendo kore o horu (carved by Hayashi Gendo of Kohoku in Sekiyo in the first, tsuchinoto-tori, year of Kansei [1789]). 6.6cm (2 5/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 流木に蜈蚣 銘「寛政元己酉年石陽江北林元道彫之」 1789年

# Provenance:

George Lazarnick Collection.

## Published:

Wenneker, IS, fig.12. Lazarnick, NIA, pp.79 and 401-2. Earle, Huthart, p.334, no.308.







## AN UMIMATSU (SEA-PINE) NETSUKE OF A CENTIPEDE ON A LOG

By Fujiwara Yoshihiro, Iwami Province, early 19th century

The centipede crawling over the curved log, two damaged legs replaced by a bead of coral, the dark material with slight pale patches, signed with partially illegible characters Seki-shu no ju ... Fujiwara Yoshihiro (Fujiwara Yoshihiro, resident in Iwami Province...). 8cm (3 1/8in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

海松彫根付 丸太に蜈蚣 銘 「石州住口口藤 原吉広」 19世紀前期

# Published:

Earle, Huthart, p.335, no.309. Burditt, ICLS, p.40, fig.8.

# AN EBONY NETSUKE OF A FLY ON DRIFTWOOD

Iwami Province, early 19th century The fly resting with wings drawn in and legs splayed on one end of a finely-grained and weathered piece of driftwood, *unsigned*. 7.3cm (2 7/8in).

£800 - 1,000 JPY120,000 - 150,000 US\$1,000 - 1,300

黒檀彫根付 流木に蝿 無銘 19世紀前期

#### Published:

Earle, Huthart, p.338, no.311.

149 \*

# A BOXWOOD NETSUKE OF A CICADA ON A LEAF

By Rimu, probably Iwami Province, early 19th century

The large insect resting with wings drawn in on a partially-folded leaf, its legs tightly gripping the sides of the leaf and forming a compact composition, signed Rimu. 6.3cm (21/2in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

黄楊彫根付 葉に止まる蝉 銘「梨夢」 19世紀前期

#### Published:

Rokusho 20, p.67, no.94. Earle, Huthart, p.342, no.316. Burditt, ICLS, p.41, no.11.







## AN EBONY NETSUKE OF A CICADA **ON DRIFTWOOD**

By Seppo, Iwami Province, early 19th century The large insect resting with its wings folded and its legs splayed over a striated, irregular section of weathered wood, signed Seppo. 6cm (2 3/8in).

£1,000 - 1,200 JPY150,000 - 170,000 US\$1,300 - 1,600

黒檀彫根付 流木に蝉 銘「雪峰」 19世紀前期

# Published:

Lazarnick, NIA, p.1339. Earle, Huthart, p.344, no.318. 151 \*

## A BOXWOOD NETSUKE OF A SNAIL ON A SHIITAKE MUSHROOM

By Soho, 19th century

The large snail slithering over a mushroom, its optic feelers extending over the cap, forming a compact composition in stained wood, the stalk of the mushroom forming the himotoshi, signed Soho sanjin Minko no zu (Hermit Soho, after Minko). 5.7cm (21/4in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 椎茸に蝸牛 銘 「僧浦山人眠虎 図」 19世紀

#### Published:

Earle, Huthart, p.347, no.323.

The name Soho appears to be unrecorded, and this work seems to have been copied from an example by Konan Minko who was believed to be a follower of Tanaka Minko of Tsu.

152 \*

# AN EBONY NETSUKE OF TWO AOI (HOLLYHOCK) LEAVES

Attributed to Yusui, probably Iwami Province, 19th century

Two large overlapping leaves, one bent over, their veins gouged on one side and carved in relief on the reverse, the long trailing stalk of one forming the himotoshi, signed Senii tsukuru (made by Senji). 6.4cm (21/2in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黒檀彫根付 葵の葉 銘 「洗耳造」 19世紀

## Published:

Earle, Huthart, p.348, no.325.

The attribution is based on a netsuke illustrated by J. Earle, ibid., and G. Lazarnick, NIA, p.1257, which is signed Senjian Yusui.









# A BOXWOOD NETSUKE OF A SNAIL AND YOUNG

By Yoshiharu, Sado Province, 19th century

The larger snail with its head extended and folded back over its shell, its young lying close to its side, forming a compact composition, the shell meticulously carved and embellished with spots of gold and black lacquer, signed Sashu no ju Yoshiharu (Yoshiharu, resident in Sashu). 3.5cm (1 3/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 蝸牛親子 銘 「左州住義治」 19世紀

#### Published:

Earle, Huthart, p.350, no.326.

Stylistically this work is arguably comparable with pieces by Sari of Iwashiro (a province close to Sado) but also by Tadayoshi of Nagoya as seen by the smooth, complete and perfectly paralled lines on this piece - normally characteristics associated with carvers from the Nagoya School.

A very similar example of a single snail by Yoshiharu is illustrated by F. Meinertzhagen, MCI, p.982; a second example from the M. T. Hindson Collection sold in these rooms, 11 May 2010 lot 200, erroneously recorded by N. Davey, MTH, p.259, no.79, to the effect that Yoshiharu resided in Nagato Province (Choshu) on the western tip of Honshu, near Iwami. A third example by Yoshiharu with the signature denoting residence in Odawara was exhibited by Barry Davies Oriental Art Ltd., The Robert S. Huthart Collection of Non-Iwami Netsuke, London, 1998, p.210; all the aforementioned references strongly suggesting that Yoshiharu might have moved and lived in different provinces throughout his life.

154 \*

# A BOXWOOD NETSUKE OF A SNAIL ON LEAVES AND NUTS

By Fujii Katsuyoshi, possibly Iwami Province, late 18th/early 19th century The large snail sliding over a pile of various leaves, their veins carved in delicate low relief, a cluster of nuts attached to a branch beneath, forming the himotoshi, the wood slightly worn and bearing a fine patina, signed Fujii Katsuyoshi saku (made by Fujii Katsuyoshi). 5.1cm (2in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 木の実と葉に蝸牛 銘 「藤井勝義作」 18世紀後期/19世紀前期

# Published:

Earle, Huthart, p.351, no.327. Burditt, ICLS, p.41, fig.13.





## A LARGE BOXWOOD NETSUKE OF A FROG ON A LOTUS LEAF

By Yamashina, probably Iwami Province, 19th century The tree frog squatting diagonally on the large folded leaf, the main veins of which are carved in low relief, the wood slightly worn and bearing a good patina, signed in a sunken oval reserve Yamashina saku (made by Yamashina). 11.6cm (4 5/8in) long.

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 蓮の葉に蛙 銘「山品作」 19世紀

## Published:

Earle, Huthart, p.353, no.329.

Although this work shows strong affinities with that produced by known carvers from Iwami Province, the maker appears to be unknown. 156 \*

## A BOXWOOD NETSUKE OF A FROG **ON A PUMPKIN**

Late 19th/early 20th century

The frog squatting on the pumpkin, facing ahead with an alert expression as if about to leap, the wood bearing a good patina and the eyes inlaid in horn, inscribed Masanao. 4.5cm (13/4in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 南瓜に蛙 銘「正直」 19世紀後期/20世紀前期

# Published:

Rokusho 20, p.72, no.104. Earle, Huthart, p.356, no.333. Burditt, ICLS, p.42, fig.15.

It has been suggested that this netsuke is by Masanao of Izumo, the work being somewhat in the style of Mitani Goho, although Shichida Makoto, a native of Shimane Prefecture (formerly Iwami Province) and author of numerous articles on Iwami netsuke, recorded that his signature is generally engraved in a more cursive style.









#### AN EBONY NETSUKE OF A TORTOISE **AND YOUNG**

Iwami Province, late 18th/early 19th century The turtle almost completely encased within its shell, its head about to emerge and its legs drawn in while its offspring walks on its carapace, its head, legs and tail extended, unsigned. 4.8cm (1 7/8in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

黒檀彫根付 亀に鼈 無銘 18世紀後期/19世紀前期

## Published:

Earle, Huthart, p.362, no.338.

#### AN EBONY NETSUKE OF A TORTOISE

By Shigeyoshi, probably Iwami Province, early 19th century

Almost completely enveloped in its carapace, its head emerging, its legs drawn in to form a compact composition, the himotoshi formed by the removable central section of the shell, signed Shigevoshi.

4.2cm (1 5/8in).

£600 - 800 JPY87,000 - 120,000 US\$790 - 1,000

黒檀彫根付 亀 銘「重吉」 19世紀前期

## Published:

Earle, Huthart, p.362, no.339.

For a very similar example, see Meinertzhagen, MCI, vol.2, p.734.

#### AN EBONY AND STAG-ANTLER NETSUKE OF A CRAB ON AN AWABI (ABALONE) SHELL

By Seikan, 19th century

The ebony abalone with the edge of the underside lined with iridescent shell, the removable stagantler crab on top forming the himotoshi, signed Hachijussai kore o saku Fujima Seikan (made by Fujima Seikan at the age of eighty) with a kao. 4.9cm (1 7/8in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

黒檀・鹿角彫根付 鮑に乗る蟹 銘 「八十歳作之藤間棲閑(花押)」 19世紀

#### Published:

Rokusho 20, p.74, no.109. Earle, Huthart, p.372, no.346. Burditt, ICLS, p.43, fig.20.







# A BOXWOOD NETSUKE OF A LIZARD AND ACORNS

Early 19th century

The gecko lizard resting on an oak branch with a cluster of acorns attached, the wood bearing a good patina, signed with ukibori characters San ichi nana (three, one, seven). 5.4cm (2 1/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 団栗に蜥蜴 銘 「三一七」 19世紀前期

#### Provenance:

Anne Hull Grundy Collection.

## Published:

Rokusho 20, p.76, no.113. Earle, Huthart, p.376, no.350. Burditt, ICLS, p.42, fig.16.

#### 161 \*

#### A BOXWOOD NETSUKE OF A HATCHING EAGLE

By Yojuken Ryosai, probably Iwami Province, early 19th century The bird of prey gripping the shell with both large feet attempting to lever itself out of its egg, signed Yojuken Ryosai. 4.9cm (1 7/8in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

黄楊彫根付 鷲 銘「養寿軒亮斎」 19世紀前期

# Provenance:

Anne Hull Grundy Collection.

# Published:

Rokusho 20, p.68, no.96. Earle, Huthart, p.378, no.352.





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162 \*

#### AN UMIMATSU (SEA-PINE) NETSUKE OF A LONG-ARMED MONKEY

By Ganko, Iwami Province, late 18th/early 19th century Seated with its legs folded up to its chest and clasped by its left hand, its right arm outstretched to the side, the *umimatsu* of pronounced grain and the eyes inlaid, signed Ganko to (carved by Ganko). 12.6cm (5in) wide.

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

海松彫根付 手長猿 銘「翫古刀」 18世紀後期/19世紀前期

# Provenance:

H. A. Gunther Collection, no.149. M. T. Hindson Collection. Victor Topper Collection. Donald Mendelson Collection.

#### Published:

Hull Grundy, NCIS, fig.93. Hurtig, MNA, no.695. Davey, MTH, p.249, no.769. Meinertzhagen, MCI, vol.1, p.67. Rokusho 20, p.65, no.91. Earle, Huthart, p.380, no.355.

163 \*

# A BOXWOOD NETSUKE OF URASHIMA TARO

By Gotei, early 19th century

The hero seated on the back of a large turtle, looking to the right with mouth agape, the turtle's head and limbs fully retracted, forming a compact composition in rather worn and well-patinated wood, signed in an oval reserve Gotei. 5.1cm (2in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 亀に乗る浦島太郎 銘「呉廷」 19世紀前期

#### Published:

Lazarnick, NIA, p.1341. Rokusho 20, p.72, no.105. Earle, Huthart, p.382, no.356. Burditt, ICLS, p.42, fig.17.

The name Gotei appears to be hitherto unrecorded, although his place among the Iwami carvers is confirmed by an almost identical example by Mitani Goho, dated 1804, that is illustrated by G. Lazarnick, NIA, p.410.



164



# A WOOD NETSUKE OF A RECUMBENT OX

Attributed to Tsunesato, late 18th/early 19th century Lying, facing ahead and its legs folded beneath, forming a compact composition in somewhat worn and finely patinated wood, unsigned. 6.3cm (21/2in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

木彫根付 臥牛 無銘 18世紀後期/19世紀前期

#### Published:

Earle, Huthart, p.383, no.357.

For a very similar example, signed Satsuma no ju Tsunesato (Jotei), see N. Davey, MTH, p.256, no.791, also illustrated by G. Lazarnick, NIA, p.1200.

#### 165 \*

# A RARE BOAR-TUSK NETSUKE WITH YOSHITSUNE AND BENKEI

By Tomimura, probably Iwami Province, 19th century The tusk of pronounced curvature, delicately carved in kebori with Benkei and Yoshitsune (Shanao) engaged in their epic duel on the Gojo Bridge, when the giant monk was defeated by the lithe young hero, signed in reisho style Tomimura shi (Mr Tomimura). 11.5cm (41/2in).

£2,000 - 2,500 JPY290,000 - 360,000 US\$2,600 - 3,300

猪牙彫根付 遮那王と弁慶 銘「富邑氏」 19世紀

#### Published:

Earle, Huthart, p.384, no.358.



# A LACQUERED BOAR-TUSK NETSUKE WITH A POEM

Probably Iwami Province, early 19th century The tusk of relatively shallow curvature, the upper part lacquered and etched in low relief with the first line of the poem Song Guo Si Cang (Bidding Farewell to Official Guo) by the Tang dynasty poet Wang Changling, inscribed Hakuya.

11.6cm (4 5/8in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

猪牙彫根付 漢文(送郭司倉) 銘「伯屋」 19世紀前期

#### Provenance:

Donald Mendelson Collection.

#### Published:

Earle, Huthart, p.389, no.363.

167 \*

## A KUROGAKI (BLACK PERSIMMON) WOOD KOSHIRA-E (MOUNTING) FOR A WAKIZASHI (SHORT SWORD)

By Kakusen, Iwami Province, early 19th century The saya (scabbard) carved to represent the bark of a tree, the tsuka (hilt) carved in relief with netting and 17 tortoises, the tsuba (hand guard) of oval form carved as a tortoise, the fuchi (hilt collar) carved with pine needles, the kashira (pommel) in the form of a tortoise-shell, the kozuka (knife handle) with a fishing rod and box, the tsuba signed Kakusen with a seal, with a brocade bag and an unrelated wood storage box. Total length 49.5cm (191/4in). (3).

£4,000 - 5,000 JPY580,000 - 730,000 US\$5,200 - 6,600

黒柿彫群亀樹皮文脇差拵 銘 「鶴仙」 19世紀前期

#### Published:

Rokusho 20, pp.80-81, no.120. Earle, Huthart, pp.398-399.

For an inro signed Kakusen and dated 1854, see G. Lazarnick, NIA, p.572. A conventional boar-tusk netsuke, giving his place of residence as the village of Sawara, is recorded by R. Bushell, CN, p.61, no.65. The Sawara referred to on this netsuke was probably located in Suo Province.





(Tsuba)







167 (Koshira-e)













#### **NON-IWAMI NETSUKE**

168 \*

# A SET OF BOXWOOD NETSUKE OF THE TWELVE ZODIAC ANIMALS

By Michael Webb (1934-2011), Yorkshire, England, circa 1975 Rat: two, one recumbent, the other nuzzling into its side, resting on its companion's back.

Ox: recumbent, its head turned to the left, with a rope halter passing over its back.

Tiger: recumbent, lying in wait for prey, its head lowered and turned to the right.

Hare: seated with its body curled to the left.

Dragon: its body curled to form a compact composition.

Snake: its body coiled in irregular loops. Horse: recumbent, its head turned to the left.

Goat: recumbent, its long horns curled back around its head.

Monkey: seated, clutching its legs and its head turned to the right.

Rooster: seated, facing ahead, with erect tail.

Dog: recumbent, its head turned to the left with an alert expression.

Boar: seated, its head raised and its tail sweeping forward over the left flank. Each typically stained with black-etched details and with inlaid eyes,

each signed with scratched letters MJW and RH, three netsuke with the letters enclosed within reserves, with a wood storage box.

3.8cm (11/2in) to 5.4cm (2 1/8in). (13).

£15,000 - 20,000 JPY2,200,000 - 2,900,000 US\$20,000 - 26,000

黄楊彫根付 十二生肖 銘「MJW」「RH」 1975年頃

The inscription of RH on each netsuke likely stands for the initials of Robert Huthart, suggesting that the set was made specifically for him.

169 \*

#### A DARK-STAINED BOXWOOD NETSUKE OF A RHINOCEROS

By Michael Webb (1934-2011), Yorkshire, England, circa 1980 Standing with its head lowered to the left and its thick skin finely delineated in a naturalistic manner, signed in a polished reserve MJW. 6.1cm (2 3/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 犀 銘「MJW」 1980年頃







# A BOXWOOD NETSUKE OF A KIRIN

Kyoto, late 18th century

Seated on its haunches, its long neck twisted and its head raised as it bays to the sky, its single horn and its ears drawn back over its neck joining its long erect tail, flames licking up the sides of its scaly body, the slightly-worn wood bearing a good patina and the pupils inlaid, unsigned, with a wood storage box.

10.2cm (4in) high. (2).

£10,000 - 15,000 JPY1,500,000 - 2,200,000 US\$13,000 - 20,000

黄楊彫根付 麒麟 無銘 18世紀後期

A very similar example from the Adrienne Barbanson Collection was sold in these rooms, 13 May 2013, lot 43. Two smaller examples of the subject treated in a similar manner and possibly by the same anonymous maker have also been recorded. One from the M. T. Hindson Collection, illustrated by N. Davey, MTH, p.387, no.1160, was subsequently sold in these rooms, Fine Japanese Art, 10 November 2011, lot 64. Another is illustrated by B. Okada and M. Neill, RIB, p.30, no.2.

#### 171 \*

# A BOXWOOD NETSUKE OF A PANGOLIN

By Michael Webb (1934-2011), Yorkshire, England, dated 1983 The scaly creature climbing onto a large tree stump, its head lowered and its tail trailing over the side, the pupils inlaid, signed MJW carved at Cropton in the county of York, April, 1983. 4.5cm (1¾in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黄楊彫根付 穿山甲 銘「MJW carved at Cropton in the county of York, April, 1983 1983年













# A BOXWOOD NETSUKE OF A TOAD

By Michael Webb (1934-2011), Yorkshire, England, dated 1981 Climbing over a large folded leaf, its head lowered and its forelegs splayed, the wood bearing a typical stain and the eyes inlaid, signed with ukibori characters MJW, 12 1981. 5.4cm (2 1/8in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黄楊彫根付 葉に蝦蟇蛙 銘「MJW 12 1981」 1981年

#### 173 \*

# AN EBONY NETSUKE OF A RHINOCEROS

By Masatoshi (Nakamura Tokisada, 1915-2001), Tokyo, 20th century Standing four-square with its head raised and turned slightly to the left, its thick skin finely rendered with a cloud-pattern in matt and polished sections, signed in an irregular polished reserve Masatoshi to (carved by Masatoshi). 5.6cm (21/4in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黒檀彫根付 犀 銘「雅俊刀」 20世紀

A very similar example also by the artist is illustrated by R. Bushell, The Art of Netsuke Carving, Tokyo, Kodansha, 1981, p.206, no.283, and Sydney L. Moss Ltd., Such Stuff as Dreams are Made on, London, 2008, p.185, no.94. That larger example was inspired by an archaic Chinese bronze rhinoceros vessel viewed by the artist at an exhibition of Chinese bronzes at the Tokyo National Museum.











# A BOXWOOD NETSUKE OF A SALAMANDER

By Michael Webb (1934-2011), Yorkshire, England, dated 1980

The large amphibian climbing over the stump of a felled pine tree, the wood variously stained for effect and the eyes inlaid, signed with ukibori characters MJW made this at Cropton in the last weeks of 1980. 5.4cm (2 1/8in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黄楊彫根付 サラマンダー 銘「MJW made this at Cropton in the last weeks of 1980] 1980年

175 \*

#### A BOXWOOD NETSUKE **OF TWO BADGERS**

By Michael Webb (1934-2011), Yorkshire, England, circa 1978 Curled around each other, forming a ball, one leg forming the cord attachment, the wood variously stained for effect and the eyes inlaid, signed with ukibori characters MJW. 4.5cm (13/4in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 アナグマ 銘「MJW」 1978年頃

#### Published:

Eskenazi Ltd., Michael Webb Netsuke, London, 1978, p.19, no.9.

176 \*

# A BOXWOOD NETSUKE OF TWO CARRION BEETLES

By Michael Webb (1934-2011), Yorkshire, England, dated 1981

The two locked together in combat over a section of discarded pine bark, the wood variously stained for effect, signed MJW, 1981. 6.3cm (21/2in).

£1,000 - 1,500 JPY150,000 - 220,000 US\$1,300 - 2,000

黄楊彫根付 シデムシ 銘「MJW 1981」 1981年

177 \*

# A BOXWOOD NETSUKE OF A CHIMPANZEE

By Michael Webb (1934-2011), Yorkshire, England, circa 1980

Seated, facing ahead with a morose expression, its legs bent and its arms crossed over its chest, the wood variously stained for effect and the eyes inlaid, signed  $M\!J\!W\!$ . 4.2cm (1 5/8in) high.

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 猿 銘「MJW」 1980年頃

A very similar example by Michael Webb is illustrated by M. Kinsey, Living Masters of Netsuke, Tokyo and New York, Kodansha, 1984, p.191, no.187.











# A BOXWOOD NETSUKE OF AN ADULT WALRUS AND PUP

By Michael Webb (1934-2011), Yorkshire, England, circa 1980

The former resting, its body curled to the left protecting its offspring nuzzling into its side, their legs drawn in beneath, forming a compact composition, the eyes of both parent and pup inlaid, signed in a rectangular reserve MJW. 5.4cm (2 1/8in).

£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黄楊彫根付 セイウチ親子 銘「MJW」 1980年頃

# 179 \*

# A BOXWOOD NETSUKE OF A MOLE

By Michael Webb (1934-2011), Yorkshire, England, circa 1980

Resting with its body curled to the left, its head lowered and its legs drawn in to the sides, forming a compact composition, the wood variously stained for effect, signed in a polished reserve MJW. 5.4cm (2 1/8in).

£1,200 - 1,500 JPY170,000 - 220,000 US\$1,600 - 2,000

黄楊彫根付 モグラ 銘「MJW」 1980年頃

#### Published:

Eskenazi Ltd., Japanese Netsuke from Private Collections and Michael Webb Netsuke, London, 1980, p.28, no.67.

# 180 \*

# AN EBONY NETSUKE OF A CAMEL

By Kosei Hideyuki (born 1941), late 20th century

Recumbent, its head turned back on its long neck and resting between its two humps, its legs drawn in beneath, forming a compact composition, signed on two tablets Kosei and Hideyuki. 4.8cm (1 7/8in).

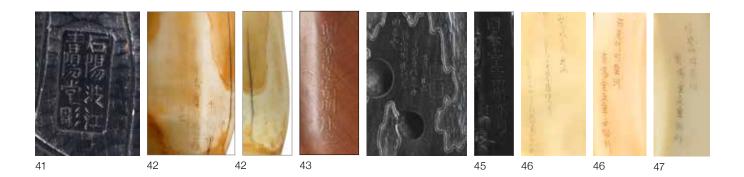
£1,500 - 2,000 JPY220,000 - 290,000 US\$2,000 - 2,600

黒檀彫根付 「英之」 駱駝 銘「廣晴」 20世紀後期

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# Signature Index

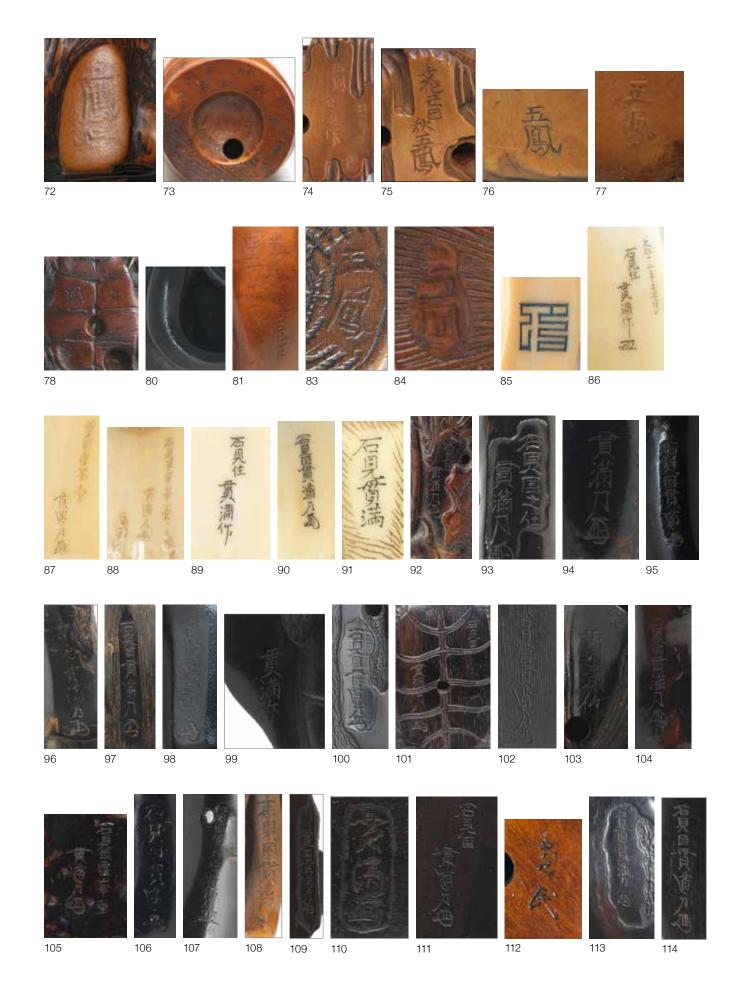




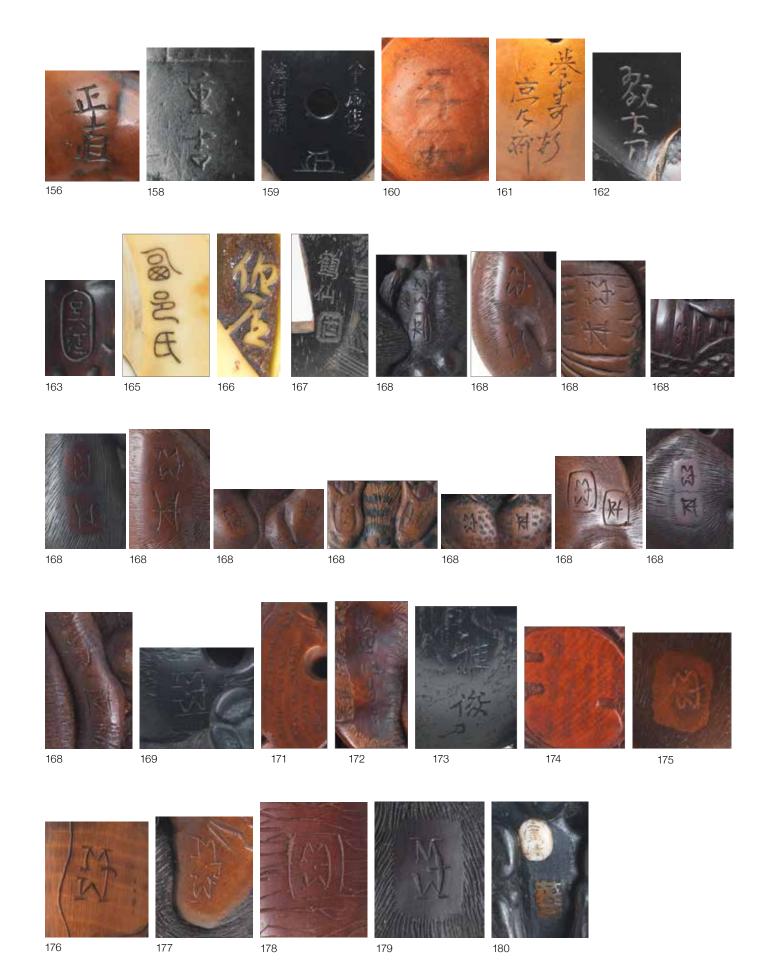




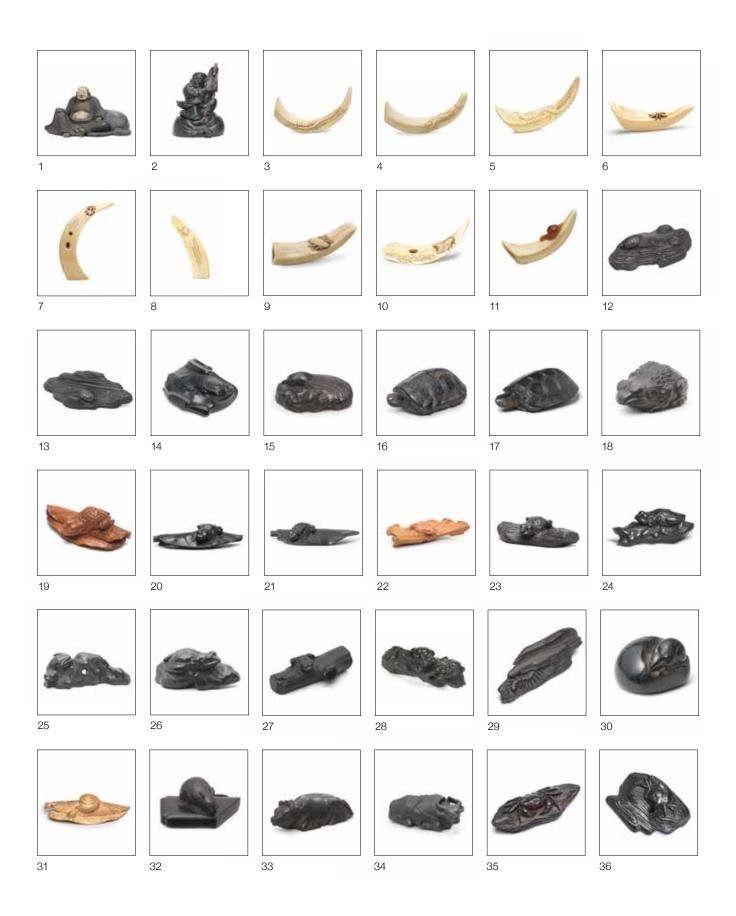


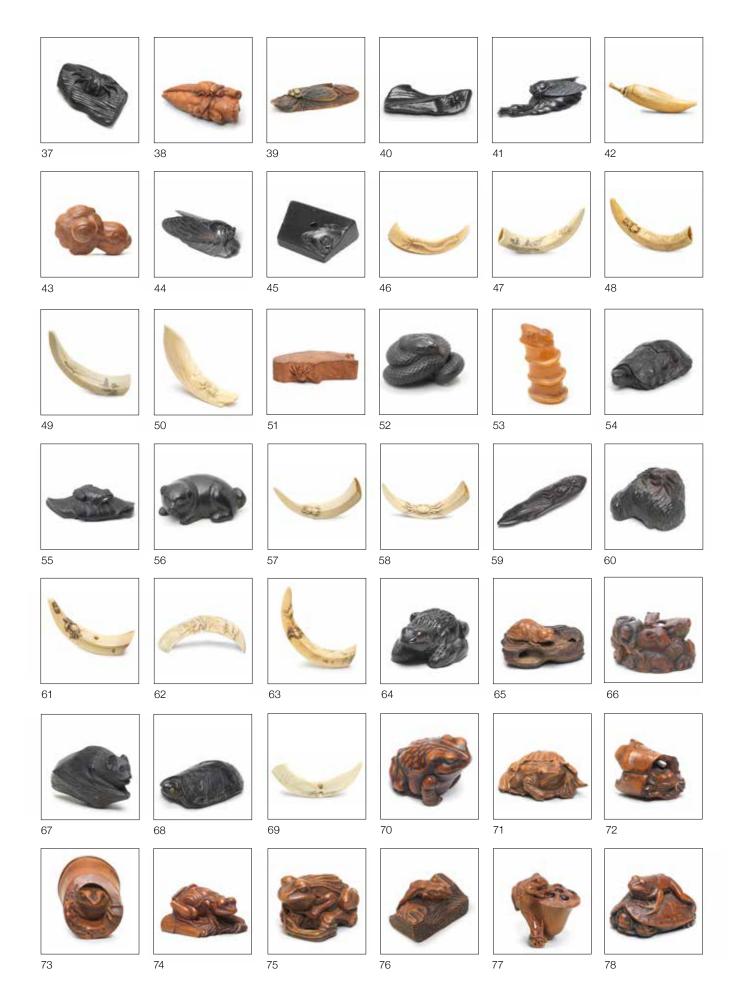


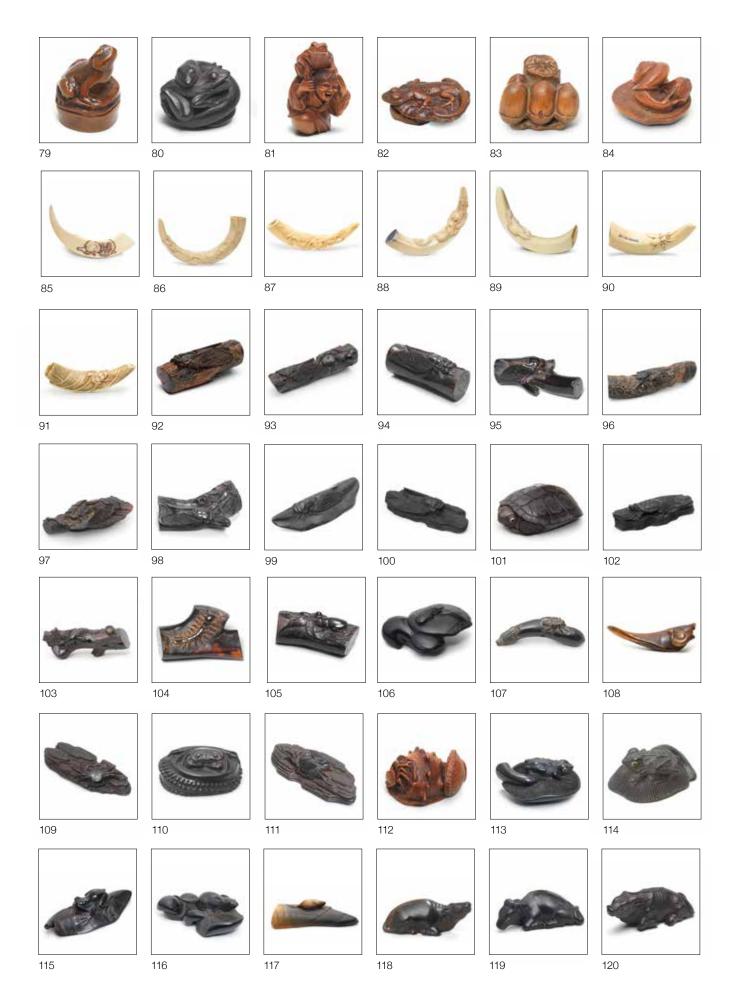


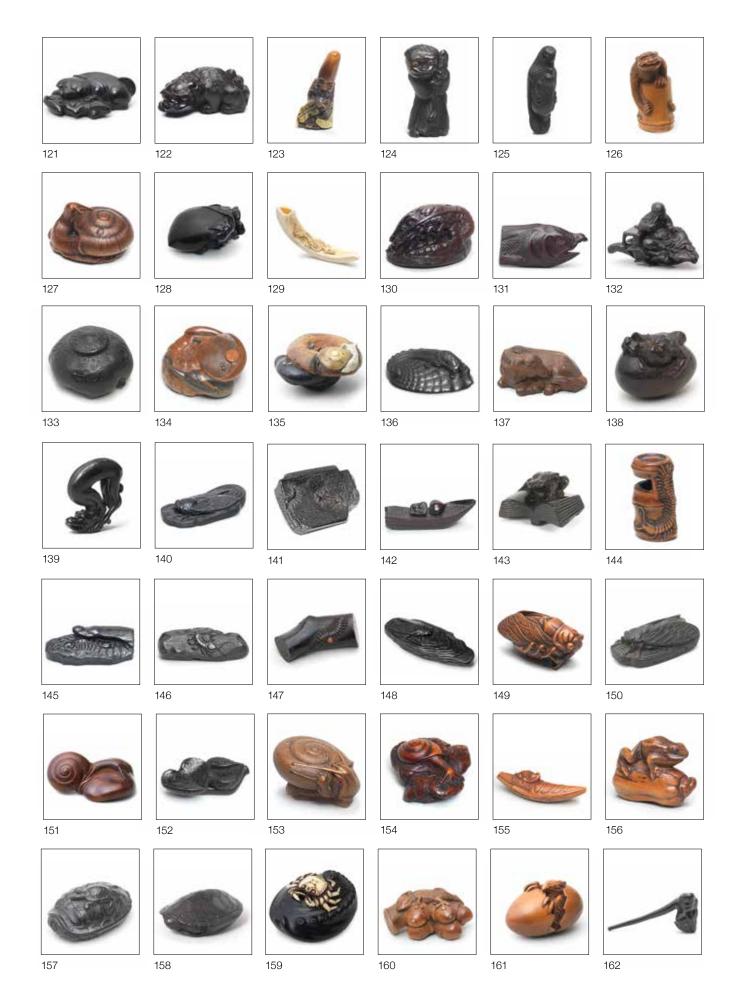


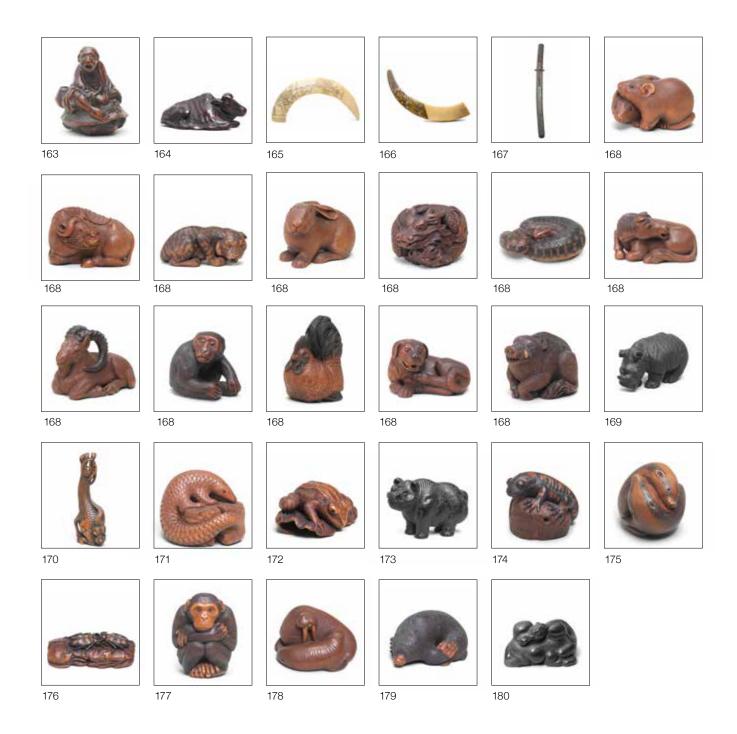
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IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may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

#### 1. OUR ROLE

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

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

#### 2. LOTS

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

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable 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 Buver.

#### The Seller's responsibility to you

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

### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer I ots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any 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 *Biddier* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

#### Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

#### Bidding by telephone

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

# Bidding via the internet

Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

#### Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buver 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 on each Lot purchased:

27.5% up to  $\Sigma 2,500$  of the Hammer Price 25% of the Hammer Price above  $\Sigma 2,500$  and up to  $\Sigma 3,000,000$  20% of the Hammer Price above  $\Sigma 3,000,000$  and up to  $\Sigma 3,000,000$  13.9% of the Hammer Price above  $\Sigma 3,000,000$ 

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.

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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

# Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to  $\Sigma$ 5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a  $\pounds 5,000$  limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

#### 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 licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

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

#### 13. CITES REGULATIONS

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

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### **15. BOOKS**

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

### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

#### **Condition of Firearms**

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

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

# Original Gun Specifications Derived from Gunmakers

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

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

#### **Estimated Weights**

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

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

# 3. A diamond brooch, mounted by Kutchinsky

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

#### 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

#### 21. PICTURES

#### **Explanation of Catalogue Terms**

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

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

#### 22. PORCELAIN AND GLASS

#### **Damage and Restoration**

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

#### 23. VEHICLES

### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

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

#### 24. WINE

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

#### **Examining the wines**

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

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

#### **Corks and Ullages**

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

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

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

#### Options to buy parcels

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

#### Wines in Bond

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

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

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

#### **Bottling Details and Case Terms**

The following terms used in the  ${\it Catalogue}$  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.

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

3.1

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

#### 11 GOVERNING LAW

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

#### APPENDIX 2

#### **BUYER'S AGREEMENT**

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

#### 1 THE CONTRACT

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

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT

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

#### 4 COLLECTION OF THE LOT

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

- .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.

# 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

#### 9 FORGERIES

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

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

#### **SALE OF GOODS ACT 1979**

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

"Section 12 Implied terms about title, etc

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

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