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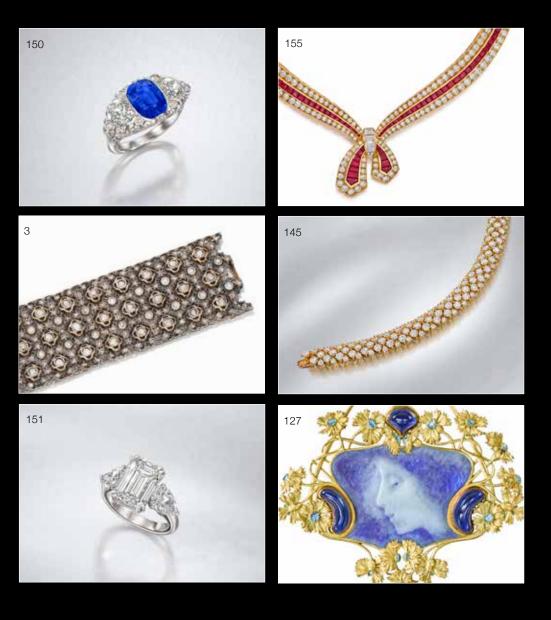


## **London Jewels**

New Bond Street, London I 24 September 2019



## London Jewels



A SAPPHIRE AND DIAMOND THREE-STONE RING, CIRCA

155

A RUBY AND DIAMOND 'BELLEGARDE' NECKLACE, BY VAN CLEEF & ARPELS, **CIRCA 1990** 

A DIAMOND BRACELET, BY MARIO BUCCELLATI, **CIRCA 1925** 

A 'RUBAN BOMBÉ' DIAMOND BRACELET, BY VAN CLEEF & ARPELS, CIRCA 1990

A DIAMOND RING

127 A GOLD AND ENAMEL PENDANT, BY LALIQUE, **CIRCA 1900** 

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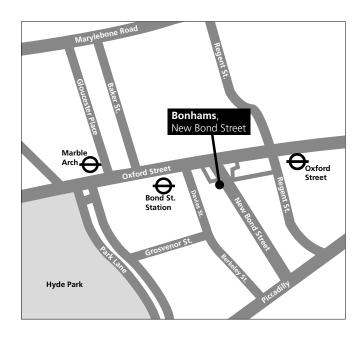
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## Rare Jewels by Mario Buccellati from the Private Collection of the Buccellati Family

Lots 1 - 20

## Provenance

Buccellati collection, Milan Private collection, Milan

The twenty pieces offered here, all by Mario Buccellati, originate from Buccellati's own heritage collection developed by Lorenzo Buccellati. The lots date from 1919 to the 1960s, decades spanning Buccellati's rise from a fledgling firm into the global name that it is today. These lots act as a visual history of the Buccellati production and can be seen as early prototypes of the Buccellati style. They demonstrate the company's vast range of refined goldwork techniques, still very much the cornerstone of Buccellati design. Bonhams is delighted to offer such a rare collection of early Buccellati jewels never seen on the market before.





The Buccellati style is highly distinctive, distinguished by the intricacy and innovation with which gold, platinum and silver is used in each jewel. It is little wonder that Mario Buccellati was given the moniker "Prince of Goldsmiths" by his friend and fervent patron, the poet Gabriele D'Annunzio. Each piece is handmade and finely worked to minute detail. Mario Buccellati developed an original engraving technique using the burin, an ancient handheld steel tool with a chisel point, enabling a variety of fine marks to be etched across the surface of precious metals to brilliant effect, optically bestowing them with the textures of precious fabrics and fruits of nature, Buccellati's favoured subjects. The Buccellati name certainly conjures images of exquisite ornaments that would not be out of place among the work of Renaissance goldsmiths. Buccellati's mastery of the burin was befitting, given the historic use of the instrument by artists including Rembrandt, Dürer and Piranesi in etchings.

Buccellati was founded by Mario Buccellati (1891-1965) in 1919, when he bought Beltrami & Besnati, where he had been an apprentice from the age of twelve. He had begun his career as an errand boy for the prestigious Milanese house, belonging to Annibale Beltrami and master jeweller Angelo Besnati, considered one of the best goldsmiths in Europe and a true connoisseur of gems. Mario learned from the best but also showed exceptional natural talent and by the age of twenty-eight was in a position to take over the company, rename it and present Buccellati on a global stage at the 1920 jewellery exposition in Madrid. Buccellati would go on to become one of the world's most recognised, esteemed and long-lived jewellery dynasties, with an international clientele including Royalty, aristocracy, industrialists and actors.

Mario Buccellati had an exceptional imagination. The concept for each jewel came from him and he worked through every detail of each design in his mind. He skilfully illustrated his creations in pen and ink and personally oversaw every stage of production. The method of production at Buccellati was, and still is today, a close collaboration between the designer and a team of the best craftsmen, each with their own specialist skill – the goldsmith, the polisher, the mounter and the engraver – and ability to interpret Buccellati's ideas on paper and transform them into a finished jewel of the highest quality. It is a process that could take several months for completion, depending on the complexity of the jewel.

Four of Mario's five sons worked for the firm, with Lorenzo taking the helm when Mario passed away in 1965 and the other brothers, including Gianmaria, eventually branching out on their own. A gifted violinist, Lorenzo had many interests. He proved to be an equally talented designer and was committed to upholding the Buccellati legacy and preserving the standards and processes Mario had put into place. It was in the 1960s that Lorenzo Buccellati devoted himself to growing the company's own heritage collection, buying back jewels from private individuals and scouring auctions. The collection included over 100 jewels and objects by Mario Buccellati, as well as rare tools, antique books, letters and handwritten company ledgers with Mario's sketches, descriptions and details of the price, buyer and date of each piece. This much treasured collection would serve as a source of reference and inspiration for the company for decades to come. At the time of the merger between Mario Buccellati Srl and Gianmaria Buccellati's company in 2011, the collection was divided among members of the Buccellati family becoming their private individual collections.





## A GOLD, SILVER AND EMERALD BRACELET, ATTRIBUTED TO **MARIO BUCCELLATI, 1919**

Designed as a line of polished emerald beads, each between threedimensional leaf-shaped 'modellato' silver shoulders, joined by openwork quatrefoil fluted yellow gold links, unsigned, length 23.0cm, leather case by Mario Buccellati succ di A. Besnati Milano

£2,000 - 3,000 US\$2,400 - 3,600 In 1919 Mario Buccellati bought the company Beltrami & Besnati, where he had begun his career as an apprentice at the age of twelve and opened his first jewellery boutique in Largo Santa Margherita, Milan. The leather case in this lot is one of Buccellati's first cases and this bracelet one of Mario Buccellati's earliest designs. The carved silver palmette motifs which flank each emerald bead are an early example of Buccellati's 'modellato' technique and the juxtaposition of precious metals of different colours are an element of design which have become one of Buccellati's trademarks.

A longchain of similar design, also unsigned, was sold at Sotheby's in Milan on 14 December 2004, lot 352.

A later longchain of similar design is illustrated in Corgnati, M., "Mario Buccellati: Stories of Men and Jewellery", Milan, 2000, on p.33.





3 (detail)



## A DIAMOND BRACELET, BY MARIO BUCCELLATI, CIRCA 1925

The articulated strap set with rose-cut diamonds on a pierced ground of intricate three-dimensional 'modellato' decoration, mounted in silver and gold, signed M.Buccellati-Milano-Roma, length 18.9cm, monogrammed leather case by Mario Buccellati Milano Roma Firenze

£10,000 - 15,000 US\$12,000 - 18,000 The monogram on the case bears the initials of Marchese Carlotti.

This bracelet is illustrated in Corgnati, M., "Mario Buccellati: Stories of Men and Jewellery", Milan, 2000, on p.33.



4 (detail)



## AN EMERALD AND DIAMOND BRACELET, BY MARIO **BUCCELLATI, CIRCA 1925**

The wide articulated strap formed of three rows of pierced panels set with rose-cut diamonds in a foliate design, connected at intervals by three rows of step-cut emeralds within rectangular frames, with 'modellato' detail throughout, mounted in silver and gold, signed M.Buccellati-Milano-Roma-Firenze, length 18.5cm, leather case by Mario Buccellati Milano Roma Firenze

£10,000 - 15,000 US\$12,000 - 18,000



5 (detail)



## A SAPPHIRE LINE BRACELET, BY MARIO BUCCELLATI, CIRCA 1920-1925

The single row of oval and cushion-shaped sapphires, within rubover collets, alternating with hexagonal webbed links, the collets and links displaying ornate 'modellato' engraving, mounted in silver and gold, sapphires approximately 8.00 carats total, signed M.Buccellati-Milano-Roma-Firenze, length 18.4cm

£2,500 - 3,000 US\$3,000 - 3,600

Accompanied by a report from The Gem & Pearl Laboratory stating that one of the sapphires is of Sri Lankan/Madagascan origin and the remainder are of Thai or East African origin, with no evidence of heat treatment. Report number 17581, dated 26 July 2019.

The three-dimensional engraving seen throughout lots 5 and 6 are examples of Buccellati's 'modellato' technique. In both, decoration is carved by hand into every element of the jewel including the collets, demonstrating Buccellati's dedication to finishing each jewel with unsurpassed detail and resulting in two highly distinctive line bracelets.



6 (detail)



## £1,500 - 2,000 US\$1,800 - 2,400

The three-dimensional engraving seen throughout lots 5 and 6 are examples of Buccellati's 'modellato' technique. In both, decoration is carved by hand into every element of the jewel including the collets, demonstrating Buccellati's dedication to finishing each jewel with unsurpassed detail and resulting in two highly unusual line bracelets.





8 (detail)

7 (detail)





## AN OPAL AND PERIDOT RING, BY BUCCELLATI, CIRCA 1925

Designed as a stylised sea urchin shell, the oval cabochon opal encased by six circular-cut peridot sections, separated by a gold framework, on decorative scrolling shoulders, with 'modellato' foliate detail and reeded shank, mounted in varicoloured gold, one peridot deficient, signed Buccellati, ring size L1/2, leather case by Mario Buccellati Milano Roma Firenze

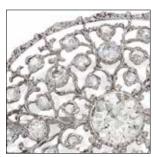
## £4,000 - 6,000 US\$4,900 - 7,300

Mario Buccellati's love and instinct for colour is illustrated in this lot by his choice of green peridots for the surround, selected to reflect the same green shades seen in the opal's play-of-colour. The rose and yellow gold of the mount pick up the reddish-orange shades in the opal. The colours are well balanced and harmonious. Despite being made nearly one hundred years ago, their juxtaposition lends the jewel a distinctly modern feel.

## A GOLD AND AMETHYST THREE-STONE RING, BY **BUCCELLATI, CIRCA 1925**

The three cushion-shaped amethysts, within a raised elaborately decorated 'modellato' gallery, on a wide tapering 'ornato fitto' shank with dense foliate engraving, mounted in gold, signed Buccellati, ring size M1/2

£2,000 - 3,000 US\$2,400 - 3,600



9 (detail)



### 9 A DIAMOND PLAQUE BROOCH/PENDANT, BY BUCCELLATI, CIRCA 1925

The oval brooch set with an old brilliant-cut diamond at the centre, the pierced surround with 'modellato' foliate detail set with smaller old brilliant and rose-cut diamonds, mounted in silver and rhodium-plated gold, principal diamond approximately 2.00 carats, brooch fitting detachable, signed Buccellati, width 4.3cm, monogrammed fitted leather case by Mario Buccellati Milano Roma Firenze

£4,000 - 6,000 US\$4,900 - 7,300

The monogram on the case bears the initials of Marchese Carlotti.





10 (detail)





## 10 A RUBY AND DIAMOND GIARDINETTO BROOCH, BY MARIO **BUCCELLATI, CIRCA 1930**

The flowering plant set with pear-shaped ruby blooms, suspended from a network of textured 'modellato' yellow gold branches, the white gold vase with scrolling arms set with a rectangular table-cut diamond and a pear-shaped diamond, signed M.Buccellati, length 4.6cm, case by Mario Buccellati

£3,000 - 5,000 US\$3,600 - 6,100

## A RUBY AND DIAMOND TREE BROOCH, BY BUCCELLATI, **CIRCA 1930**

The miniature tree with textured trunk and branches, issuing carved ruby fruit and rose-cut diamond leaves, mounted in yellow and white gold, signed Buccellati, length 4.2cm

£2,000 - 2,500 US\$2,400 - 3,000





## 12 A RUBY AND DIAMOND BRACELET, BY MARIO BUCCELLATI, **CIRCA 1930**

The row of rectangular panels pierced and set with rose-cut diamonds in a foliate design, each set at the centre with an oval cabochon ruby within an engraved collet with granulated floral accents, mounted in silver and gold, signed M.Buccellati, length 18.3cm

£3,000 - 5,000 US\$3,600 - 6,100



13 (detail showing 'rigato', 'ornato' and 'modellato' engraving)



## A VARICOLOURED GOLD AND MULTI GEM-SET BANGLE, BY MARIO BUCCELLATI, CIRCA 1930-1940

The wide cuff set with cushion-shaped and circular-cut amethyst and varicoloured tourmalines, each within an elaborate 'modellato' yellow gold collet, on a 'rigato' rose gold ground, enhanced by foliate 'ornato' engraving, signed M.Buccellati, inner width 5.4cm

£8,000 - 12,000 US\$9,700 - 15,000 This bangle illustrates three of the burin-rendered gold engraving techniques mastered by Mario Buccellati's craftsmen. The dense scoring of fine parallel lines on the 'rigato' rose gold ground creates the luminous effect of precious silk, which is made even more opulent by the 'ornato' foliate motifs engraved across the bangle and around the gemstones, which are further enhanced by their decorative raised 'modellato' mounts.

Buccellati is perhaps best known for the unique and highly skilful engraving techniques developed using the burin to add different textures to precious metal surfaces, often lending these surfaces the tactility and luminosity of precious fabrics. 'Telato' is a technique whereby the surface is covered with regular, fine cross-hatched lines to create a linen effect. 'Rigato' involves scoring the surface with many fine parallel lines to create a silk-like sheen. When used over a curved surface, the lines catch, transport and reflect light in the same way as silk would. 'Segrinato', a pattern of dense diagonal lines, creates a sponge-like texture. 'Ornato' is where intricate foliate, lozenge and star-shaped motifs are engraved and often repeated across the piece to create a damask effect. 'Graffito' is similar with small decorative motifs engraved across the surface. 'Modellato' is where three-dimensional decoration is added to the jewel by modelling detail into the edges and mountings with the burin to create texture and relief. The 'tulle' technique is used to give a jewel the appearance and lightness of lace by finely piercing a precious metal sheet with a honeycomb-like lattice of three-, four- or five-sided holes. These techniques are at times combined to create more complex finishes and the appearance of opulent fabrics.



14 (detail)



## A VARICOLOURED GOLD AND RUBY BANGLE, BY MARIO **BUCCELLATI, CIRCA 1930-1940**

The narrow cuff set with circular-cut rubies, each within an elaborate 'modellato' yellow gold collet on a lustrous 'rigato' rose gold ground, bordered and accented by foliate and celestial 'ornato' engraving, signed M.Buccellati, inner width 5.5cm

£4,000 - 6,000 US\$4,900 - 7,300



## A GOLD DRESS WATCH, BY BUCCELLATI, CIRCA 1930

With Roman numerals, the circular dial and case decorated with 'ornato' engraving, on a bracelet of repeating three-dimensional 'modellato' leaf-shaped links, dial and clasp signed Buccellati, case numbered 21374, length 18.0cm, case by Mario Buccellati

£5,000 - 7,000 US\$6,100 - 8,500

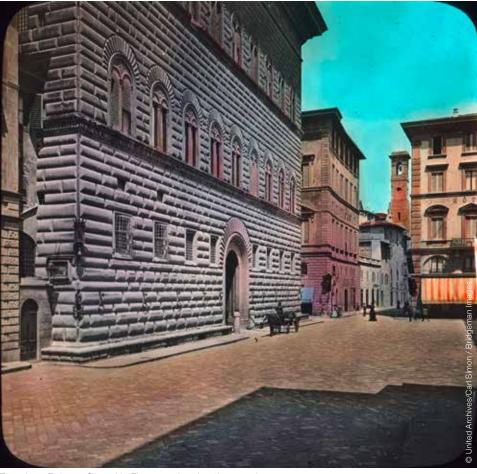
## A GOLD AND AMETHYST RING, BY MARIO BUCCELLATI, **CIRCA 1940**

The step-cut amethyst, set within a scrolling reeded mount with fluted 'modellato' accents between split shoulders and tapering gallery, mounted in gold, signed M.Buccellati, ring size M½

£2,000 - 3,000 US\$2,400 - 3,600



17 (detail of the 'segrinato' surface)



Facade of Palazzo Strozzi in Florence showing 'bugnato' masonry

## A 'BUGNATO' GOLD BANGLE, BY BUCCELLATI, 1929

The wide yellow gold cuff of botryoidal form, with finely engraved 'segrinato' surface texture and ornate furling edges, signed Buccellati, inner diameter 5.5cm

## £3,000 - 5,000 US\$3,600 - 6,100

The concept for this bangle came from Mario Buccellati's admiration of the 'bugnato' or rusticated facade of Palazzo Strozzi, Florence. At the time the Mario Buccellati shop was situated nearby in Via Tornabuoni. At the ground floor of Palazzo Strozzi, the facade is composed of rustically finished stone blocks, a masonry technique often seen in classical architecture. The sculptural form and textured 'segrinato' surface of the bangle are evocative of this facade. While the stonework of the building is more geometric, Buccellati's artistic interpretation of it in 24 carat gold results in a much softer, more rounded finish.





18 (detail showing silk-like sheen on 'rigato' surface)



19 (detail)





## 18 A VARICOLOURED GOLD AND EMERALD BANGLE, BY **BUCCELLATI, CIRCA 1950-1960**

The narrow cuff set with circular-cut emeralds, each within a 'modellato' yellow gold collet, on a lustrous 'rigato' white gold ground, signed Buccellati, inner width 5.8cm

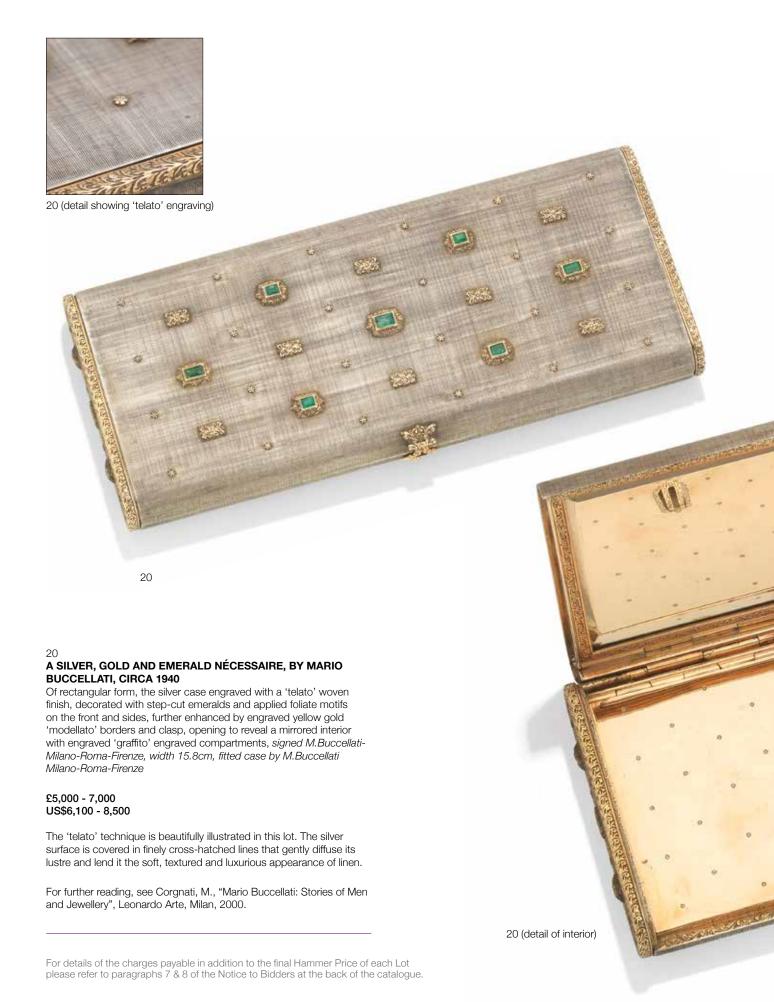
£3,000 - 4,000 US\$3,600 - 4,900

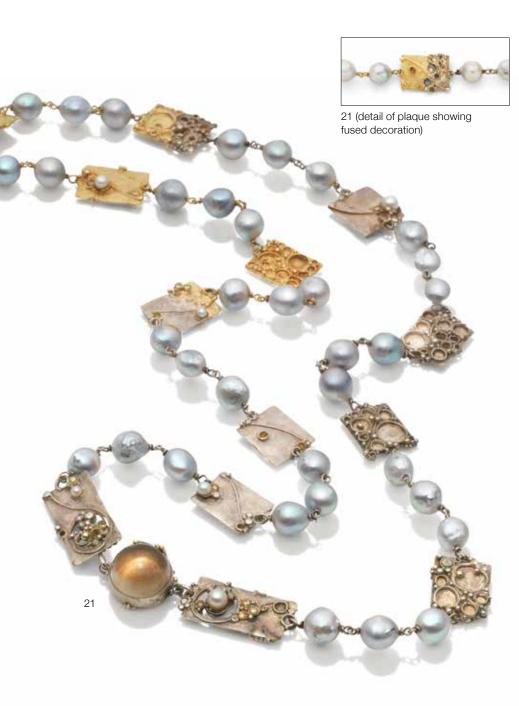
## A VARICOLOURED GOLD AND SAPPHIRE BANGLE, BY **BUCCELLATI, CIRCA 1950-1960**

The narrow cuff set with circular cabochon sapphires, each within a 'modellato' yellow gold collet with white gold starburst surround, on a lustrous 'rigato' yellow gold ground, with granulated white gold floral accents, signed Buccellati, inner width 6.0cm

£4,000 - 6,000 US\$4,900 - 7,300

19







21 (a design drawing for a similar necklace, early 1970s)

21 <sup>AR</sup>

## A CULTURED PEARL AND GEM-SET NECKLACE, BY GERDA FLÖCKINGER, 1977

Formed as a series of rectangular plaques, both sides of intricate fused decoration including bead and wire-work, some plaques accented by seed pearls and diamonds, each plaque connected by a trio of baroque cultured pearls of grey tint, to a cabochon citrine clasp, several gemstones deficient, diamonds untested for natural colour, maker's mark GF, length 79.9cm

£3,000 - 5,000 US\$3,600 - 6,100

The first piece of contemporary jewellery commissioned by the Victoria and Albert Museum in London was a work by Gerda Flöckinger CBE, illustrating her importance as a pioneer in the revival of jewellery making in the UK.

This necklace made of silver, 18 carat gold, grey cultured baroque pearls, small white pearls, diamonds, with a citrine clasp, was made in 1977 and exhibited at 'Schmuckobjekte' at Galerie Atrium, Basel, Switzerland in 1978. It is a perfect showcase for Flöckinger's considerable vocabulary of fusion techniques, many of which she had invented and developed during the 1960s. Flöckinger used fusion to create an elaborate, enriched surface and is one of the few artists to have fused gold to silver and vice versa. Flöckinger made several versions of these necklaces. The illustration is a print of a design drawing from one of Flöckinger's sketchbooks from the early 1970s.



22

## A GEM-SET RING, BY CHARLES DE TEMPLE, CIRCA 1973

The oval cabochon sapphire within an openwork bombé surround of bicoloured boules, set with vari-cut emerald, sapphire and diamond highlights, partially signed, ring size N, maker's case

£8,000 - 12,000 US\$9,700 - 15,000 Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 17392, dated 21 June 2019.

This lot was purchased directly from Charles de Temple, in late 1973, as the vendor's engagement ring. The vendor knew Charles de Temple personally after having shared a house with his partner, Carole Bartlett, and from occasionally working in his shop.



## A DIAMOND AND CITRINE DRESS RING, BY SEVAN BICAKCI, **CIRCA 2012**

Set with a rose-cut diamond, weighing 4.11 carats, within a singlecut diamond surround and citrine bombé mount decorated with reverse painted calligraphy, the chased hoop with single-cut diamond highlights, signed Sevan Bicakci, inscribed 'Ah minel aşk' ('Oh endless love'), ring size U

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

Accompanied by a certificate from the Laboratoire Français de Gemmologie stating that the diamond is H colour, SI1 clarity. Report number 158186, dated 11 January 2002.

Please note this report is over five years old and may require updating.

Sevan Bıçakçı (b.1965) is a renowned contemporary Turkish jeweller known for his unique designs and craftsmanship in the Byzantine and Ottoman styles. Bıçakçı uses various different techniques through which his work is readily recognisable - one of which is his use of reverse carved calligraphy which is seen in this ring being offered for

Sevan Bıçakçı jewellery is sold today to an international clientele that includes collectors such as Mariah Carey, Catherine Zeta-Jones and Lady Gaga.

24 <sup>AR</sup>

## A 'MAGNETIC' PENDANT/NECKLACE, BY TAKIS, CIRCA 1980

The pendant designed as a magnet attracting multiple iron beads, suspending a knife-edge bar and a sculptural drop, on a wire collar, together with original 'electromagnetic' display stand and cabinet, maker's signature, maker's mark, edition number 1/9, pendant length 7.4cm, collar circumference approximately 41.0cm

£4.000 - 6.000 US\$4,900 - 7,300

Exhibited: The Magnetic Jewels, by Takis, Stavros Mihalarias, Athens, 1985

The Greek sculptor Panaviotis Vassilakis, known as Takis, was born in 1925 and grew up studying Ancient Greek sculpture in Athens before moving to Paris in the 1950s where he started exploring the sculptural possibilities of electromagnetism.

Takis' fascination with the invisible energy of magnetism between materials was integrated into his work with jewellery design, which began in the 1970s. Takis stated that the process of creating a jewel was to him comparable to a 'microsculpture experience' (Mihalarias, 1984).

This necklace, accompanied by it's original 'electromagnetic' spherical stand, represents Takis' philosophy that all of the earth's magnetism is symbolically charged.

Though not as widely known as some of his contemporaries and admirers such as Alberto Giacometti and Marcel Duchamp, Takis had several notable patrons and was represented in Paris by the Iris Clert Gallery, which housed works by Yves Klein, Jean Tinguely and Arman.

Takis recently died in August 2019 and is currently the subject of a retrospective exhibition held at the Tate Modern Museum in London, in collaboration with Museu d'Art Contemporani de Barcelona, where it will be displayed from November 2019, and the Museum of Cycladic Art, Athens, where the exhibition will continue from May 2020.



24 (illustrated on the stand, not to scale)



 $25^{\Omega}$ 

## A PAIR OF CULTURED PEARL EARCLIPS, BY CHARLES DE **TEMPLE, CIRCA 1975**

Of trefoil design, each clip set with cultured pearls within textured disc surrounds highlighted by brilliant-cut diamonds, unsigned, length 3.4cm

£1,500 - 2,000 US\$1,800 - 2,400

These earrings were purchased from Charles De Temple, and were featured in the original store catalogue.

26

## A NATURAL PEARL AND CULTURED PEARL CROSSOVER RING, BY GRIMA, CIRCA 1974

Obliquely-set with a natural pearl, measuring 8.0mm x 7.0mm, and a cultured pearl, measuring 8.3 x 8.3mm, between shoulders set with brilliant-cut diamonds, signed Grima, ring size L, maker's case

£2,000 - 3,000 US\$2,400 - 3,600

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearl is natural, saltwater. Report number 17686, dated 16 August 2019







#### 27

## A DIAMOND LICHEN BROOCH, BY GRIMA, CIRCA 1975

The cast piece of lichen with a brilliant-cut diamond dew drop,  $signed\ Grima,\ length\ 5.3cm$ 

### £2,000 - 3,000 US\$2,400 - 3,600

The gold replicas Grima made of lichen and leaves were all obtained by a complicated casting process that revealed the minutia of natural details. First the object was placed in a mould and plaster of Paris poured over it. Heating at a very high temperature destroyed the lichen or leaf leaving its negative imprint into which molten gold was spun. Once the plaster of Paris was washed away a gold replica remained.

In 1967 Andrew Grima made a similar lichen brooch and earring suite for H.R.H The Princess Margaret, Countess of Snowdon. The pieces were cast from lichen that Princess Margaret had picked up on a walk in Scotland and sent to Grima.

### 28

## A GOLD AND DIAMOND LEAF BROOCH/PENDANT, BY GRIMA, 1979

The cast bay leaf with a veined surface and serrated edge, with a brilliant-cut diamond dew drop, cast in 18 carat gold, signed Grima, maker's mark AGLtd, London hallmark, length 5.5cm, maker's case

£2,000 - 3,000 US\$2,400 - 3,600

See exhibition catalogue, 'Grima Retrospective', May 1991 (London: Goldsmiths' Hall); No 110, for a similar brooch made in 1969.

#### 29

## A RUBY AND DIAMOND THREE-STONE RING, BY GRIMA, CIRCA 1981

The collet-set oval-cut ruby between two trilliant-cut diamonds, in a bi-coloured textured mount, diamonds approximately 1.10 carats total, signed Grima, maker's case

£4,000 - 6,000 US\$4,900 - 7,300









30 (original watercolour drawing)

## A SAPPHIRE AND DIAMOND RING, BY GRIMA, CIRCA 1986

The oval cabochon sapphire within a pavé-set brilliant-cut diamond surround, on a triangular hoop, signed Grima, ring size approximately O1/2, maker's case

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by an original watercolour drawing of the ring, signed Andrew Grima, July 86'.

#### 31

## AN OPAL AND DIAMOND RING, BY GRIMA, 1995

The oblong cabochon boulder opal encased by brilliant-cut diamonds, between two bombé clusters pavé-set with similarly-cut diamonds, the shoulders gadrooned and mounted in hammered 18 carat gold, signed Grima, maker's mark TES for Tom Scott, London hallmark, ring size N, maker's case

£4,000 - 6,000 US\$4,900 - 7,300

## A PAIR OF DIAMOND EARCLIPS, BY GRIMA, CIRCA 1970

Each openwork textured plaque of abstract jagged design highlighted by a brilliant-cut diamond, altered clip fittings, unsigned, length 4.0cm

£2,000 - 3,000 US\$2,400 - 3,600

According to the vendor these earrings were purchased from Andrew Grima in the late 1960s/early 1970s.



33

## A GREEN TOURMALINE AND DIAMOND RING, BY GRIMA, 1994

The step-cut green tourmaline within a scalloped surround set with brilliant-cut diamonds, between similarly-set shoulders, the gallery and hoop with textured detailing, mounted in 18 carat gold, signed Grima, maker's mark TES for Tom Scott, London hallmark, ring size M-N, maker's case

£4,000 - 6,000 US\$4,900 - 7,300 34

## AN OPAL AND DIAMOND BROOCH/PENDANT NECKLACE, BY GRIMA, CIRCA 1969

Set with a triangular cabochon opal on a stepped textured surround highlighted with a single-cut diamond frond, suspended from an associated torc, pendant signed Grima, maker's mark HJCo, London hallmark for 1969, torc signed Grima, maker's mark AGLtd, London hallmark for 1973, pendant length 7.1cm, maker's pouch

£6,000 - 8,000 US\$7,300 - 9,700





 $35^{\Omega}$ 

## A TOURMALINE AND DIAMOND BROOCH/PENDANT, BY **CHARLES DE TEMPLE, 1972**

The dark green tourmaline crystal suspended from a surmount of textured 18 carat gold wire batons scattered with baguette and stepcut diamonds, signed CdeT, London hallmark, length 11.2cm

£3.000 - 5.000 US\$3,600 - 6,100

### A CULTURED PEARL AND DIAMOND RING, BY GRIMA, CIRCA 1986

The cultured pearl, measuring 17.1mm x 17.1mm, inset with a brilliantcut diamond, within a spiral basket on a reeded hoop, signed Grima, ring size M-N, maker's case

£3,000 - 4,000 US\$3,600 - 4,900

37

## A CARVED AGATE, CULTURED PEARL AND DIAMOND **PENDANT, BY GRIMA, 1991**

The oval agate slice cut to reveal various layers and shades, surmounted by two freshwater cultured pearls of pink bodycolour and two brilliant-cut diamonds, one of yellow tint, mounted in 18 carat gold, signed Grima, maker's mark TES for Tom Scott, London hallmark, diamonds untested for natural colour, length 6.1cm, maker's pouch

£2,000 - 3,000 US\$2,400 - 3,600

Exhibited: 'Grima Retrospective', May 1991 (London: Goldsmiths' Hall); No 123 in the catalogue.

The pendant is described in the retrospective as containing Biwa pearls. Biwa pearls are freshwater cultured pearls farmed from Japan's largest lake, Lake Biwa since the 1930s, one of the first places for freshwater pearls to be cultured. The pearls are non-nucleated, meaning that tissue is used instead of a bead as the seed for growth, resulting in pearls composed entirely of nacre. They are considered very high quality, with good lustre and unusual shape and occur in various colours. Due to pollution and foreign competition, production declined and Biwa pearls are increasingly rare.

 $38^{\Omega}$ 

## A CULTURED PEARL NECKLACE WITH A PYRITE CLASP, BY **GRIMA, 1970**

The five graduated strands of 3.3mm - 10.5mm cultured pearls to a rough pyrite crystal clasp, mounted in 18 carat gold, clasp signed Grima, maker's mark HJCo, London hallmark, length of shortest row 42.5cm

£2,500 - 3,500 US\$3,000 - 4,300









## AN EMERALD AND DIAMOND CLUSTER PENDANT, BY GRIMA

The oval cabochon emerald within an undulating surround set with brilliant-cut diamonds, the gallery with textured detailing, signed Grima, later suspension loop, length 4.0cm

£3,000 - 4,000 US\$3,600 - 4,900

## AN EMERALD AND DIAMOND CLUSTER RING, BY GRIMA

Set with a cabochon emerald within an undulating marquise-shaped surround set with brilliant-cut diamonds, the gallery with textured detailing, signed Grima, ring size K-L

£4,000 - 6,000 US\$4,900 - 7,300 41  $^{\Omega}$ 

## A FIRE OPAL, EMERALD AND DIAMOND BROOCH, BY GRIMA, 1968

Of stylised starburst design, the central cabochon fire opal within a surround of similarly-cut emeralds, the border formed of textured gold rays and scattered with brilliant-cut diamond 'flashes', signed Grima, maker's mark HJCo, London hallmark, length 6.0cm, maker's case

£6,000 - 8,000 US\$7,300 - 9,700





42  $^{\Omega}$ 

# AN AMETHYST AND DIAMOND PENDANT, BY GRIMA, CIRCA

The hexagonal amethyst 'slice' within a textured border, highlighted with brilliant-cut diamonds, wire collar deficient, signed Grima, length 6.0cm

£7,000 - 10,000 US\$8,500 - 12,000

### AN AMETHYST AND DIAMOND RING, BY GRIMA, 1971

The faceted hexagonal amethyst between single-cut diamond shoulders, on a textured bezel and triangular hoop, mounted in 18 carat gold, signed Grima, maker's mark AGLtd, London hallmark, ring size approximately L

£3,000 - 5,000 US\$3,600 - 6,100



#### A GOLD BRACELET, BY JOHN BROGDEN, CIRCA 1875

Composed of four annular links connected by ropetwist bars, maker's mark JB, length 19.5cm, fitted case by John Brogden, 16 Henrietta St, Covent Garden, London

£3.000 - 4.000 US\$3,600 - 4,900

Accompanied by a handwritten note dated June 1876, reading:

'For Mrs(?) Probyn, with Canon Duckworth's Kindest / regards & most grateful remembrances.'

The bracelet was presumably a gift to the wife of General Sir Dighton Probyn (1833-1924). Probyn an army officer and courtier, was awarded the Victoria Cross after the battle of Agra in 1857 later becoming Equerry to the Prince of Wales in 1872. He is likely to have met Canon Robinson Duckworth when they both accompanied the Prince of Wales on his tour of India from 1875 to 1876. Duckworth was Chaplain-in-Ordinary to Queen Victoria and is also famously known for having been immortalized as the Duck in Lewis Carroll's Alice's Adventures in Wonderland.

For a photograph of the Prince of Wales with Probyn and Duckworth see H.R.H. the Prince of Wales, H.E. Sir John Strachey and Party, Agra: Prince of Wales Tour of India 1875-6 (vol.4) 1875-76 in the Royal Collection Trust, ref. RCIN 2701958.

John Brogden (1820-1884) was one of the principal British jewellers of the 19th century. His gold work inspired by ancient practices awarded him the gold medal at the Exhibition Universelle and the Légion d'Honneur for "Goldsmiths' work and jewelry in exquisite taste" as well as the gold medal of L'Academie Nationale, Paris.

45

#### A LATE 19TH CENTURY EMERALD AND DIAMOND CLIP

The step-cut emerald within a surround of old brilliant-cut and cushionshaped diamonds, the gallery with scroll and foliate detailing, mounted in silver and gold, emerald approximately 10.00 carats, diamonds approximately 4.20 carats total, length 2.6cm

£15,000 - 20,000 US\$18,000 - 24,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with minor oil in fissures. Report number 79210-67, dated 25 April 2019.

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 RUBY AND DIAMOND THREE-STONE RING

The cushion-shaped ruby, weighing 2.41 carats, between cushion-shaped diamonds, weighing 2.75 carats and 2.34 carats, ring size 1%

£8,000 - 12,000 US\$9,700 - 15,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the ruby is of Burmese origin, with no evidence of heat treatment. Report number 17637, dated 9 August 2019.

47

# A GOLD, ENAMEL AND ROCK CRYSTAL PENDANT, ATTRIBUTED TO FALIZE, CIRCA 1878

The ornate gold pendant with a central circular rock crystal plaque applied with the cyphered initials 'CB', decorated with black and white champlevé enamel, within a beaded gold border, the openwork frame and surmount of scrolling foliate design with fleur-de-lys motifs and doubled initials to the cardinal points, similarly highlighted throughout with champlevé enamel, the reverse with an enamel portrait photograph of a gentleman, by Mathieu-Deroche, pendant unsigned, enamel photograph signed Procédé / Mathieu Deroche / Exp 1878 med d'Or / Paris / Boul\*. des Capucines 39 / 27603, brooch fitting deficient, length 6.0cm

£3,000 - 5,000 US\$3,600 - 6,100 This lot combines the technical expertise of Mathieu-Deroche, the pioneer of photography on to enamel, with the innovative enamel work of Lucien Falize.

The 'Procédé Deroche' marked a new phase in portrait miniature during the late 19th century, when the development of photography had resulted in a distinct decline in demand for traditional ivory and enamel portraits. First patented by Alphonse Poitevin in 1855 and later licensed by Deroche, this new and durable carbon technique enabled a photograph to be formed on a glass plate and then transferred onto an enamel miniature before firing.

Equally celebrated for his innovative work, Falize was renowned for his exquisite fine enamel jewellery. For a similar suite that demonstrates Falize's use of monochromatic enamel, intricate gold work, cyphered initials and the incorporation of portrait miniature in to jewellery, see Purcell, Katherine, 'Falize a Dynasty of Jewellers', Thames and Hudson, London, 1999, plate 331, page 235.

Both Deroche and Falize exhibited their works at the Universal Exhibitions of 1878 and 1889 and, although unsigned, this lot is likely to be the result of a collaboration between the two at the third Exposition Universelle in 1878.

48

# A PAIR OF DIAMOND EARSTUDS

Set with brilliant-cut diamonds, weighing 2.33 carats and 2.64 carats, French assay and maker's marks, length 1.0cm

£5,000 - 7,000 US\$6,100 - 8,500





#### A PAIR OF NATURAL PEARL AND DIAMOND PENDENT **EARRINGS, SECOND QUARTER OF 19TH CENTURY**

Each set with a natural pearl, measuring 6.7mm x 5.2mm or 6.6mm x 5.5mm, within a quatrefoil surround set with cushion-shaped and rose-cut diamonds, suspending detachable chandelier pendants, similarly-set and further suspending a detachable foliate drop set with old brilliant-cut diamonds and with a natural pearl within, measuring 6.2mm x 7.8mm or 6.4mm x 7.5mm, mounted in silver and gold, French assay marks, length 7.3cm

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 79223-66, dated 23 July 2019.

50

#### A PAIR OF 19TH CENTURY NATURAL PEARL AND DIAMOND **DROPS**

Each natural pearl drop, measuring 11.3mm x 9.3mm x 8.8mm or 10.8mm x 10.1mm x 7.9mm, suspended from a rose-cut diamond cap within a pear-shaped surround, set throughout with cushionshaped and old brilliant-cut diamonds, mounted in silver and gold, diamonds approximately 5.00 carats total, one diamond deficient, length 3.2cm

£5,000 - 7,000 US\$6,100 - 8,500

Accompanied by a report from GCS stating that the pearls are natural, saltwater. Report number 79223-65, dated 23 July 2019.







# A DIAMOND STAR BROOCH, CIRCA 1890

Set with a central old brilliant-cut diamond, the rays set throughout with cushion-shaped and old brilliant-cut diamonds, mounted in silver and gold, principal diamond approximately 2.70 carats, remaining diamonds approximately 8.30 carats total, length 5.2cm

£6,000 - 8,000 US\$7,300 - 9,700

52

# A LATE 18TH CENTURY DIAMOND FLOWER BROOCH

The flowerhead set with a central old brilliant-cut diamond, the petals set throughout with pear and cushion-shaped diamonds, closed-back settings and mounted in silver, later brooch fitting, converted from a dress ornament, length 4.0cm, cased by S.J. Phillips, London

£4,000 - 6,000 US\$4,900 - 7,300

### A 19TH CENTURY DIAMOND BROOCH/PENDANT

The large oval plaque with central flowerhead motif, set with a cushion-shaped diamond, weighing 2.15 carats, within an elaborate openwork frame, further decorated with foliate motifs, suspending two diamond swags and terminating in a star and tassel pendant, decorated throughout with smaller cushion-shaped, old brilliant and rose-cut diamonds, mounted in silver and gold, remaining diamonds approximately 14.00 carats total, length 10.8cm

£8,000 - 12,000 US\$9,700 - 15,000









#### A DEMANTOID GARNET AND DIAMOND BOW BROOCH, CIRCA 1910

Millegrain-set with a graduated row of calibré-cut demantoid garnets between old brilliant and single-cut diamonds, mounted in platinum, later brooch fitting, length 4.8cm, fitted case by Collingwood Ltd, 46 Conduit St

#### £4,000 - 6,000 US\$4,900 - 7,300

Demantoid garnets, treasured for their adamantine lustre and bright grass green colour, were first discovered and mined in the Russian Ural Mountains from 1868, and became popular with Carl Fabergé and other Russian court jewellers.

Some demantoid garnets were exported to the European market at extremely high prices and used in Edwardian jewels. It is rare to find such well matching and relatively large demantoid garnets as seen in this brooch, and to produce this jewel would have been an extremely costly and extravagant procedure.

#### A SAPPHIRE AND DIAMOND HEART RING

The heart-shaped sapphire within a surround of rose-cut diamonds and calibré-cut sapphires, principal sapphire approximately 1.40 carats, later hoop, ring size M1/2

### £4,000 - 6,000 US\$4,900 - 7,300

Accompanied by a report from The Gem & Pearl Laboratory stating that the principal sapphire is possibly of Thai, Australian, East African (etc) origin, with no evidence of heat treatment. Report number 17341, dated 28 May 2019.

# 56

#### AN ART DECO EMERALD AND DIAMOND RING, BY CARTIER, **CIRCA 1920**

The cabochon emerald within a hexagonal surround decorated with calibré-cut emeralds and single-cut diamonds, mounted in platinum, emerald approximately 7.00 carats, signed Cartier London New York Paris, previously convertible and wearable as a clasp, ring size L

#### £8,000 - 12,000 US\$9.700 - 15.000

Accompanied by a report from GCS stating that the emerald is of Colombian origin with significant amount of oil in fissures. Report number 79230-18, dated 16 August 2019.





### A DIAMOND SINGLE-STONE RING

The Asscher-cut diamond, weighing 3.70 carats, to a gallery and shoulders set with brilliant-cut diamonds, mounted in platinum, UK hallmark, ring size K1/2

£10,000 - 15,000 US\$12,000 - 18,000

58

#### AN ART DECO DIAMOND BROOCH, CIRCA 1920

Designed as a 'broche poigneé' (drawer handle), set with three principal step-cut diamonds, the surround set throughout with old brilliant, single and square-cut diamonds, mounted in platinum and gold, principal diamonds approximately 1.00, 1.00 and 0.90 carat, remaining diamonds approximately 3.00 carats total, later brooch fitting, French assay marks, length 5.0cm

£4,000 - 6,000 US\$4,900 - 7,300 59

#### AN ART DECO RUBY AND DIAMOND RING, CIRCA 1920

The circular cabochon ruby between graduated shoulders set with old brilliant-cut diamonds, mounted in platinum,  $ruby\ approximately\ 5.25$   $carats,\ ring\ size\ M$ 

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by a report from International Gemological Institute stating that the ruby is of Burmese origin, with no evidence of treatment. Report number F4J47931, dated 23 May 2013.



#### A RUBY AND DIAMOND THREE-STONE RING, CIRCA 1890

The rectangular cushion-shaped ruby between old brilliant-cut diamonds, the gallery of scroll design, mounted in gold, ruby approximately 1.90 carats, diamonds approximately 1.30 carats total, ring size K, cased

£8,000 - 12,000 US\$9,700 - 15,000

Accompanied by a report from The Gem and Pearl Laboratory stating that the ruby is of Burmese origin, with no evidence of heat treatment. Report number 17538, dated 19 July 2019.

61

# A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond weighing 7.80 carats, ring size J

£25,000 - 35,000 US\$30,000 - 43,000

#### A PAIR OF DIAMOND EARRINGS, CIRCA 1900

Each old brilliant-cut diamond, weighing 3.96 carats and 3.95 carats, suspended within a ten-claw setting, mounted in silver and gold, length 1.4cm

£20,000 - 30,000 US\$24,000 - 36,000

63

# A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 4.26 carats, mounted in platinum, London hallmark, ring size O

£25,000 - 35,000 US\$30,000 - 43,000



# A NATURAL PEARL NECKLACE

The sixty-three natural pearls, measuring 4.40mm - 9.50mm, with a plain polished lobster clasp, *length 48.3cm* 

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 17335, dated 24 May 2019.

65

# A PAIR OF NATURAL PEARL AND DIAMOND EARRINGS

Each set with a cushion-shaped diamond surmount suspending a natural pearl drop, measuring 8.3mm x 13.6mm and 8.6mm x 14.0mm, diamonds approximately 1.00 carat total, length 2.7cm

£6,000 - 8,000 US\$7,300 - 9,800

Accompanied by a report from The Gem & Pearl Laboratory stating that both pearl drops are natural, saltwater. Report number 17737, dated 23 August 2019.



### A SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 7.82 carats, within a surround of brilliant-cut diamonds, mounted in 18 carat gold, diamonds approximately 1.40 carats total, London hallmark, ring size L

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 17391, dated 21 June 2019.

67

### A SAPPHIRE AND DIAMOND PENDANT

The cushion-shaped sapphire suspended from a cluster of brilliantcut diamonds on a gaspipe-link chain, sapphire approximately 12.75 carats, lengths: pendant 2.9cm, necklace 52.5cm

£6,000 - 8,000 US\$7,300 - 9,700

68

#### A DIAMOND BROOCH AND EARCLIP SUITE, CIRCA 1945-1950

The brooch designed as a stylised bouquet with scrolled ribbon detailing, set throughout with old brilliant-cut diamonds, the earclips en suite, principal diamond weighing 2.34 carats, remaining diamonds approximately 7.80 carats total, lengths: brooch 4.0cm, earclips 1.6cm

£8,000 - 10,000 US\$9,700 - 12,000

Accompanied by the original hand-painted designs. This lot is reputed to have been retailed by Holmes of Bond Street.





# A SAPPHIRE AND DIAMOND BRACELET, BY CARTIER

The flexible strap set with pear-shaped sapphires between borders of brilliant-cut diamonds, signed Cartier Paris, numbered, French assay marks, length 18.2cm, fitted maker's case

£25,000 - 35,000 US\$30,000 - 43,000

### 70

# A DIAMOND 'FEUILLE DE PLATANE' CLIP BROOCH, BY RENÉ BOIVIN, CIRCA 1940

Designed as a five-lobed leaf set throughout with cushion-shaped diamonds, diamonds approximately 5.35 carats total, French assay marks, length 5.6cm

£15,000 - 20,000 US\$18,000 - 24,000

Accompanied by a certificate of authenticity from Françoise Cailles, dated 20 June 2017, stating that the brooch is by René Boivin and the design is by Juliette Moutard.









#### A DIAMOND-SINGLE STONE RING

The pear-shaped diamond, weighing 3.03 carats, framed by brilliant-cut diamonds and between similarly-set bifurcated shoulders, ring size L

£12.000 - 15.000 US\$15,000 - 18,000

Accompanied by a report from HRD stating that the diamond is D colour, SI2 clarity. Report number 13036639002, dated 10 December 2013.

Please note this report is over five years old and may require updating.

 $72^{\Omega}$ 

#### A DIAMOND ETERNITY RING, BY GRAFF

Set with a continuous row of oval-cut diamonds, diamonds approximately 9.75 carats total, signed Graff, numbered 16658, ring size M, maker's pouch

£9,000 - 12,000 US\$11,000 - 15,000

#### AN EMERALD AND DIAMOND RING, CIRCA 1935

The step-cut emerald between tiered square-cut diamond shoulders, mounted in platinum, emerald approximately 14.00 carats, French assay mark, maker's mark, ring size L

£20,000 - 25,000 US\$24,000 - 30,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the emerald is of Colombian origin, with minor clarity enhancement. Report number 17393, dated 21 June 2019.

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with minor oil in fissures. Report number 79209-92, dated 25 April 2019.

74 Ω

#### A DIAMOND ETERNITY RING, BY CALLEIJA

Set with a continuous row of cut-cornered step-cut diamonds, between a border of brilliant-cut diamonds, diamonds very approximately 8.15 carats total, maker's mark, ring size S, maker's case

£8,000 - 12,000 US\$9,700 - 15,000







75

# A DIAMOND NECKLACE

The pear-shaped diamond drop suspended from an alternating series of brilliant and baguette-cut diamonds, the backchain set throughout with brilliant-cut diamonds, pear-shaped diamond approximately 1.80 carats, remaining diamonds approximately 7.30 carats total, French import mark, length 40.2cm, case by Sapjo, Monte Carlo

£7,000 - 10,000 US\$8,500 - 12,000 76

### A DIAMOND BRACELET AND RING SUITE

Of curb-link design, set throughout with brilliant-cut diamonds, the ring en suite, *diamonds approximately 24.00 carats total, length 18.5cm, ring size Q* (2)

£15,000 - 20,000 US\$18,000 - 24,000



# A FANCY-COLOURED DIAMOND RING

The marquise-cut diamond, of grey tint, weighing 9.38 carats, between bifurcated shoulders, ring size J

£18,000 - 25,000 US\$22,000 - 30,000

Accompanied by a report from GIA stating that the diamond is Fancy Dark Greenish Gray colour, SI2 clarity. Report number 1172691352, dated 16 June 2016.

78

# AN ONYX 'ALHAMBRA' NECKLACE, BY VAN CLEEF & ARPELS

Designed as a series of onyx quatrefoil plaques connected by a hammered trace-link chain, signed VCA, numbered 78215, length 43.1cm, maker's pouch

£5,000 - 7,000 US\$6,100 - 8,500

# 79

#### A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 7.24 carats, within a ten-claw setting to a reeded hoop, ring size L

£30,000 - 40,000 US\$36,000 - 49,000

Accompanied by a report from HRD Antwerp stating that the diamond is M colour, VS1 clarity. Report number 180000178798, dated 3 January 2019.







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

Set throughout with pear-shaped, marquise and circular-cut peridots, and brilliant-cut diamonds, within ropetwist borders, signed Van Cleef & Arpels, numbered NY 296323, length 4.0cm

£5,000 - 7,000 US\$6,100 - 8,500 82

## A LAPIS LAZULI AND DIAMOND BRACELET, RING AND PENDANT, BY VAN CLEEF & ARPELS, CIRCA 1970

1st: The bracelet formed of fluted domed lapis lazuli links with openwork chevron terminals, the beaded spacers with brilliant-cut diamond highlights, 2nd: The bombé ring with carved chevron lapis lazuli plaques between pavé-set brilliant-cut diamonds, 3rd: The openwork fluted lapis lazuli and polished drop, suspended from a pavé-set brilliant-cut diamond surmount, accompanied by an associated fancy-link chain, bracelet, ring and pendant signed VCA, French assay marks, maker's marks, bracelet and ring numbered, lengths: bracelet 18.3cm, ring size I, pendant 5.5cm, chain 72cm (3)

£12,000 - 15,000 US\$15,000 - 18,000



#### A DIAMOND RING, BY ELIZABETH GAGE, 1974

The wide tapering 18 carat gold band of textured matte finish, with pear-shaped diamonds between trios of brilliant-cut diamonds, all to collet settings, with applied polished bead and lozenge-shaped decoration, pear-shaped diamonds approximately 3.10 carats total, remaining diamonds approximately 1.90 carats total, signed Gage, London hallmark, ring size L, cased

£7.000 - 9.000 US\$8,500 - 11,000

#### A FANCY-LINK BRACELET, BY GEORGES LENFANT, CIRCA 1960

The woven strap decorated with concave diagonal stripes with alternating polished and textured detailing, maker's mark for Georges Lenfant, French export mark, length 18.0cm

£8,000 - 12,000 US\$9,700 - 15,000

# A FANCY-LINK BRACELET, BY GEORGES LENFANT, CIRCA

The woven strap with a textured finish and punched grid-like decoration, inscribed A Joan Xmas 1966, maker's mark for Georges Lenfant, French assay marks, length 18.0cm

£8,000 - 12,000 US\$9,700 - 15,000

George Lenfant was a pioneer of 20th Century jewellery craftsmanship, who established the Georges Lenfant house mark that produced jewels for the houses of the Place Vendôme in Paris, including Van Cleef & Arpels, Cartier and Mellerio dits Meller.

George's son Jacques joined the workshop as a child in 1915 and went on to become one of the most highly regarded jewellers of the 1950s to 1970s, choosing to remain working under his father's trademark name.

Jacques Lenfant was particularly fascinated by different and innovative techniques to produce gold jewellery. These two bracelets offered for sale represent the finely crafted jewels Lenfant produced around 1960 and his experimentation with contrasting patterns and texture in gold.





### AN EMERALD AND DIAMOND RING

The step-cut emerald within a surround of brilliant-cut diamonds, the hoop of concave rectangular form, emerald approximately 8.50 carats, diamonds approximately 3.50 carats total, ring size O-P (off-round)

£7,000 - 9,000 US\$8,500 - 11,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with minor oil in fissures. Report number 79228-23, dated 5 August 2019.

#### A PAIR OF EMERALD, RUBY AND DIAMOND PENDENT **EARRINGS**

Of chandelier design, the flowerhead surmounts set with a central cushion-shaped diamond, with cabochon ruby petals, suspending a similarly-set drop with a briolette-cut diamond fringe and a central fluted cabochon emerald, length 3.7cm

£8,000 - 10,000 US\$9,700 - 12,000 89

#### A MESH BRACELET, BY CARTIER

The highly flexible strap of polished and textured links, signed Cartier, numbered 011805, French marks, length 18.5cm, Cartier case

£4,000 - 6,000 US\$4,900 - 7,300

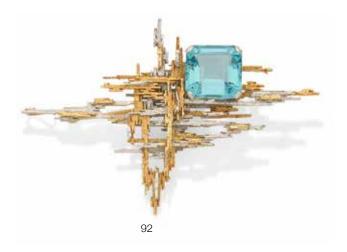
90

### A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 6.62 carats, mounted in platinum, UK hallmark, ring size L

£15,000 - 20,000 US\$18,000 - 24,000







#### A DIAMOND PENDANT, BY KUTCHINSKY, 1971

The bi-coloured pendant formed as two opposing demi-lune plaques, with applied tendril decoration, accented by brilliant-cut diamonds, mounted in 18 carat gold, suspended from a black cord, signed Kutchinsky, maker's mark, UK hallmark, diamonds approximately 2.20 carats total, lengths: pendant 8.0cm, cord 48.5cm

£3,000 - 5,000 US\$3,600 - 6,100

92

#### AN AQUAMARINE BROOCH/PENDANT, BY CHARLES DE **TEMPLE, 1966**

Of abstract design, the overlapping bi-coloured textured wire highlighted by a step-cut aquamarine set off centre, mounted in 18 carat gold, aquamarine approximately 12.50 carats, signed CdeT, London hallmark, length 8.2cm

£2.000 - 3.000 US\$2,400 - 3,600 93

#### AN AQUAMARINE AND DIAMOND RING

The large oval-cut aquamarine inversely-set within a surround of calibré-cut diamonds, the polished gallery highlighted with squarecut diamonds, diamonds approximately 3.00 carats total, ring size L (sprung sizing band)

£6,000 - 8,000 US\$7,300 - 9,700

94

#### A DIAMOND NECKLACE

Designed as a series of graduated rectangular links set with brilliant or baguette-cut diamonds, interspersed with brilliant-cut diamond lozenges, diamonds approximately 32.00 carats total, signed Webb, length 56.0cm

£15,000 - 20,000 US\$18,000 - 24,000





#### A ROCK CRYSTAL AND DIAMOND COCKTAIL WATCH, BY **BOUCHERON, CIRCA 1940**

The circular dial beneath a faceted rock crystal bezel, between tapered lugs with brilliant-cut diamond highlights, the serpent-link bracelet with further brilliant-cut diamonds and with knotted detailing to the front, mounted in gold, French assay marks, dial signed Boucheron, length 18.0cm

£3,000 - 5,000 US\$3,600 - 6,100

96

#### A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.17 carats, between baguette-cut diamond shoulders, ring size Q

£30,000 - 40,000 US\$36,000 - 49,000

## A TURQUOISE AND DIAMOND BROOCH AND EARCLIP SUITE, **CIRCA 1965**

Each set with an oval cabochon turquoise within a pierced surround of single-cut diamonds, French workshop marks, French assay marks, lengths: brooch 3.1cm, earclips 2.8cm (2)

£4,000 - 6,000 US\$4,900 - 7,300

# A TURQUOISE NECKLACE, CIRCA 1950

Designed as a collar of polished batons arranged in arrow formation with a graduating row of turquoise cabochons at the centre, French assay marks, length 40.3cm

£3,000 - 5,000 US\$3,600 - 6,100

#### A SAPPHIRE AND DIAMOND BRACELET/WATCH, BY **KUTCHINSKY, 1960**

Designed as a ribbon-bow, the chevron-link bracelet highlighted with brilliant-cut diamonds and circular-cut sapphires, dial signed Jaeger-LeCoultre, case signed Kutchinsky, maker's mark, numbered 3904, London hallmark, length 18.0cm, maker's case

£3,000 - 5,000 US\$3,600 - 6,100









### AN AQUAMARINE AND DIAMOND RING, CIRCA 1935

The step-cut aquamarine between stepped shoulders of geometric design, set with brilliant and baguette-cut diamonds, mounted in platinum, aquamarine approximately 32.00 carats, ring size O-P (sizing beads)

£4,000 - 6,000 US\$4,900 - 7,300

101

# A PAIR OF ROCK CRYSTAL CUFFLINKS, BY BOIVIN, CIRCA

Double-sided, each rock crystal sphere within a polished gold cage, unsigned, French marks, length 4.1cm

£2,000 - 3,000 US\$2,400 - 3,600

Accompanied by a certificate of authenticity from Francoise Cailles, dated 27 February 2014.

### AN ORANGE TOPAZ AND DIAMOND RING, BY CARTIER, 1959

Designed as a stylised flower, the cut-cornered rectangular-cut orange topaz within a bombé mount with baguette-cut diamonds to the corners, the petals pavé-set with brilliant-cut diamonds, topaz approximately 23.00 carats, unsigned, numbered K8378, ring size J, maker's case

£20,000 - 30,000 US\$24,000 - 36,000

Accompanied by a copy of an insurance valuation from Cartier dated 22 November 2012. The valuation dates the ring to 1959.







### A TURQUOISE AND DIAMOND RING, CIRCA 1970

The oval cabochon turquoise within a tiered mount of brilliant-cut diamonds, French import mark, ring size M

£4,000 - 6,000 US\$4,900 - 7,300

#### 104

# A RUBY AND DIAMOND 'LOVE BIRDS' BROOCH, BY VAN **CLEEF & ARPELS, CIRCA 1950**

Designed as two love birds perched either side of a basketweave nest containing two polished eggs, the birds decorated throughout with single-cut diamonds and cabochon-cut ruby eyes, signed Van Cleef & Arpels, numbered 55354, maker's mark, French assay marks, one diamond deficient, width 5.8cm

£10,000 - 15,000 US\$12,000 - 18,000

For an example of a similar jewel by Van Cleef & Arpels see Posseme, Évelyne, 'Van Cleef & Arpels: The Art of High Jewellery', Les Arts Décoratifs, Paris 2012, p.189.

#### A SAPPHIRE AND DIAMOND DRESS RING, MOUNTED BY VAN **CLEEF & ARPELS, CIRCA 1985**

The cabochon sapphire on a scalloped lozenge-shaped brilliant-cut diamond ground with smaller cabochon sapphires at each shoulder, signed Mre VCA, numbered 13.117CS, French assay mark, ring size 01/2

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from the Gem and Pearl laboratory stating that the sapphire is of Sri Lankan origin with no evidence of heat treatment. Report number 17749, dated 23 August 2019.



# A SAPPHIRE AND DIAMOND WATCH/BRACELET, BY VERGER FRÈRES, CIRCA 1940

The two-row serpent-link bracelet leading to a sculptural scrolled terminal set with step-cut sapphires and inlaid with a a square dial, the clasp set with similarly-cut sapphires and old brilliant-cut diamonds, mounted in gold, French import mark, movement signed, length 16.5cm

£2,000 - 3,000 US\$2,400 - 3,600 107

# A SAPPHIRE AND DIAMOND RING

The cushion-shaped sapphire, weighing 13.59 carats, between stepped shoulders set with old brilliant-cut diamonds, ring size M, cased

£15.000 - 20.000 US\$18,000 - 24,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 17649, dated 9 August 2019.

108

# A DIAMOND TWO-STONE RING

Of crossover design, set with two old brilliant-cut diamonds, weighing 2.59 carats and 2.58 carats, ring size L

£8,000 - 12,000 US\$9,700 - 15,000





# A RUBY AND DIAMOND WATCH/CUFF, CIRCA 1940

Of sculptural scroll design, decorated with pavé-set single-cut diamonds and a row of square-cut rubies, with a square dial with dagger hands, mounted in gold, *maker's mark, French import marks and assay marks, inner diameter 5.7cm* 

£3,000 - 5,000 US\$3,600 - 6,100

#### 110

# A PAIR OF RUBY AND DIAMOND CLIPS, CIRCA 1935

Each openwork and highly stylised bi-coloured cornucopia issuing old brilliant-cut diamonds and circular-cut rubies, mounted in gold, *French import marks, length 4.3cm* 

£4,000 - 6,000 US\$4,900 - 7,300





#### AN AMETHYST COCKTAIL RING, CIRCA 1935

The pear-shaped amethyst set diagonally within a heavy fluted mount of twist design, mounted in yellow gold, French assay mark, ring size Μ

£3,000 - 4,000 US\$3,600 - 4,900

112 <sup>Y</sup>

#### A PAIR OF CORALLIUM RUBRUM AND DIAMOND EARCLIPS, **BY STERLÉ, CIRCA 1965**

Each circular corallium rubrum cabochon between brilliant-cut diamond fronds, signed Sterlé, French assay marks, length 1.9cm

£3,000 - 5,000 US\$3,600 - 6,100

# A DIAMOND AND MULTI GEM-SET NECKLACE, BRACELET, **BROOCH, EARRING AND RING SUITE, CIRCA 1960**

The necklace designed at the front as an articulated garland of finely modelled curling leaves, each with engraved decoration and a brilliantcut diamond vein, suspended from scrolling tendrils and gem-set single cabochon buds, including moonstone, turquoise and amethyst, the bracelet, brooch and earrings of similar design, the matching ring set with a cabochon chatoyant orange quartz, all gemstones in closedback settings, lengths: necklace 39.0cm, bracelet 8.0cm, brooch 6.0cm, earrings 2.2cm, ring size very approximately T-U (sizing spring)

£8,000 - 12,000 US\$9,700 - 15,000





# A GOLD TANK BRACELET, CIRCA 1940

Of polished openwork linking, French import marks, length 18.5cm

£5,000 - 7,000 US\$6,100 - 8,500

#### A SILVER AND GOLD RING, BY JEAN DESPRÉS, CIRCA 1970

Of geometric design, the circular bezel with a horizontal rectangle in textured silver, overlaid with stepped gold batons arranged diagonally, on a hammered silver hoop, maker's mark, ring size R

£4.000 - 6.000 US\$4,900 - 7,300

Jean Després (1889-1980) was a French studio jeweller and designer famed for his distinctive Art Deco designs. Després moved to Paris in 1904 to study design and it is here in Montmartre that he became friends with the likes of Georges Braque, Pablo Picasso and Amedeo Modigliani. The influence of his avant-garde friends is reflected in the

industrial themes and styles of his utilitarian designs and the use of geometric shapes and forms. Després became known as the "Picasso of Silverware" and his jewels were worn and collected by celebrities and artists such as Josephine Baker, Andy Warhol, Paul Signac, and Andre Malraux.

For a similar design see Gabardi, M., 'Jean Després; Jeweller, Maker and Designer of the Machine Age', Thames & Hudson, 2009, p. 111.

116

#### AN EMERALD AND DIAMOND RING

The step-cut emerald between trilliant-cut diamond shoulders, emerald approximately 5.10 carats, misstruck French assay and maker's marks, ring size P

£6,000 - 8,000 US\$7,300 - 9,700

Accompanied by a report from GCS stating that the emerald is of Colombian origin with indications of significant clarity enhancement. Report number 79229-91, dated 22 August 2019







#### A MULTI GEM-SET BRACELET, EARCLIP AND BROOCH SUITE, **CIRCA 1945**

The bracelet of scrolling design decorated with a row of multi-coloured gems, including peridots, amethysts, spinels, and garnets graduating in size to a principal step-cut rubellite tourmaline, highlighted by old brilliant-cut and table-cut diamonds, and cushion-shaped and calibrécut sapphires, the step-cut fire opal clasp within a rose-cut diamond surround, earclips and double-clip brooch of similar design, mounted in gold, lengths: 17.0cm, earclips 4.3cm, brooch 7.6cm, fitted case by Goldsmith & Company

£10,000 - 15,000 US\$12,000 - 18,000

Provenance

General Nawab Sir Sadiq Muhammad Khan V Abbasi (1904-1966) Thence by descent







#### A SAPPHIRE AND DIAMOND RING

The sugarloaf cabochon sapphire, weighing 7.40 carats, set between baguette and tapered baguette-cut diamond shoulders, ring size K

£4,000 - 6,000 US\$4,900 - 7,300

119

#### A PAIR OF ART DECO DIAMOND PENDENT EARRINGS, CIRCA 1920

Each delicate pendant highly articulated and formed as a series of geometric links, terminating in an annular drop, millegrain-set throughout with single-cut diamonds, mounted in platinum, diamonds approximately 1.75 carats total, length 7.2cm, fitted case

£7,000 - 9,000 US\$8.500 - 11.000

## A SAPPHIRE, PEARL AND DIAMOND BROOCH, CIRCA 1915

The finely pierced lozenge drop decorated with old brilliant-cut and single-cut diamonds, calibré-cut sapphires and seed pearls, suspending from a similarly-set surmount, connected by a delicate seed pearl and belcher-link chain, mounted in platinum, French import mark, maker's mark JL, length 10.8cm

£5,000 - 7,000 US\$6,100 - 8,500 121

# AN ART DECO SAPPHIRE AND DIAMOND BROOCH, CIRCA

Of openwork geometric design, set with brilliant and baguette-cut diamonds, with a central cluster of step-cut sapphires and a triangularcut sapphire terminal, mounted in platinum, one diamond deficient, later brooch fitting, width 4.8cm

£5.000 - 7.000 US\$6.100 - 8.500

#### A RUBY AND DIAMOND BRACELET, BY BOLIN, CIRCA 1955

Composed of a series of graduating openwork plaques decorated with oval-cut rubies and brilliant-cut, single-cut and cushion-shaped diamonds, the centre highlighted by an old brilliant-cut diamond, principal diamond approximately 0.85 carat, remaining diamonds approximately 5.00 carats total, maker's mark WAB, Swedish assay marks, length 17.9cm

£10,000 - 15,000 US\$12,000 - 18,000

Accompanied by a report from The Gem & Pearl Laboratory stating that two rubies are of Burmese origin, with no evidence of heat treatment; six rubies are natural, with evidence of heat treatment. Report number 17340, dated 24 May 2019.









#### A BELLE ÉPOQUE AQUAMARINE, SEED PEARL AND DIAMOND PENDANT/NECKLACE, BY KOCH, CIRCA 1910

The briolette-cut aquamarine suspended from a rose and single-cut diamond cap, on delicate woven seed pearl longchain, signed Koch, lengths: pendant 4.9cm, necklace 59.5cm

£6,000 - 8,000 US\$7,300 - 9,700

Founded in Frankfurt in 1879, Koch were German jewellers recognised for their exceptional Belle Époque jewels.

By the turn of the century Koch were producing jewels of exquisite craftsmanship for a clientele that included the German Imperial Family, the Russian Czar, European royals, aristocrats and international industrialists.

Often unsigned, early 20th century jewels by Koch are highly sought after today and this delicate necklace offered for sale displays the impressive craftsmanship associated with Koch during its zenith.

#### 124

#### AN AQUAMARINE AND DIAMOND BROOCH/PENDANT, CIRCA 1900

The large cushion-shaped aquamarine within a foliate surround set with old brilliant and single-cut diamonds, suspended from an associated fancy-link chain, mounted in silver and gold, lengths: brooch/pendant 3.8cm, chain 44.8cm

£6,000 - 8,000 US\$7,300 - 9,700



# A DIAMOND RING

The old brilliant-cut diamond, weighing 3.03 carats, within a six-claw setting, the hoop set throughout with brilliant-cut diamonds, ring size M½

£8,000 - 12,000 US\$9,700 - 15,000

126

#### AN EARLY 20TH CENTURY GOLD, SAPPHIRE AND DIAMOND **EVENING BAG**

The fine mesh-link purse with a striped design imitating woven silk, the polished frame pavé-set with calibré-cut sapphires and rose-cut diamond accents, on a cable-link chain, maker's mark, assay mark, numbered 54165, length 17.5cm

£5,000 - 7,000 US\$6,100 - 8,500





#### A GOLD AND ENAMEL PENDANT, BY LALIQUE, CIRCA 1900

The scrolling plaque depicting the profile of a maiden facing left, in low relief and decorated with blue iridescent enamel, within a frame of undulating gold and blue enamel cornflower motifs, highlighted by three fancy-shaped blue glass cabochons, signed Lalique, length 6.0cm

£40,000 - 60,000 US\$49,000 - 73,000

René Lalique (1860-1945) was the undisputed master of Art Nouveau jewellery design. Nature was a pivotal theme in his work, his appreciation stemming from the time spent sketching in the French countryside during his childhood holidays. His work often incorporates botanically correct and careful depictions of plants and flowers. Here, the use of cornflowers, symbols of love, frame the delicate profile of the maiden and enhance the romantic, wistful quality of this exquisite jewel.











#### A PAIR OF ART DECO AQUAMARINE AND DIAMOND CLIPS, **BY CARTIER, CIRCA 1930**

Each stylised buckle channel-set with step-cut aguamarines, the lozenge-shaped aquamarine terminal connected by a brilliantcut diamond geometric motif, mounted in platinum, diamonds approximately 1.00 carat total, one clip signed Cartier London and indistinctly numbered, the other clip unmarked, brooch fitting supplied, length of each 3.6cm, fitted case by Collingwood, 46 Conduit St, W.1

£12,000 - 15,000 US\$15,000 - 18,000

#### AN ART DECO AMETHYST AND DIAMOND BROOCH, BY MARZO, CIRCA 1930

The marquise-shaped amethyst between scrolled shoulders set with calibré-cut amethysts and single-cut diamonds, mounted in platinum and gold, signed Marzo Paris, French assay marks, partial maker's mark, length 4.5cm

£8,000 - 12,000 US\$9,700 - 15,000

### A DIAMOND SINGLE-STONE RING

The old brilliant-cut diamond, weighing 3.43 carats, within a twelveclaw setting, ring size M

£10,000 - 15,000 US\$12,000 - 18,000

131

#### AN ART DECO SAPPHIRE AND DIAMOND RING, BY VAN **CLEEF & ARPELS, CIRCA 1930**

Of bombé form, pavé-set with a crossover of calibré-cut sapphires and diamonds, mounted in platinum, signed Van Cleef & Arpels, numbered 49335, partially struck workshop mark, French assay mark, ring size I½

£3,000 - 4,000 US\$3,600 - 4,900





An Art Deco emerald, diamond and enamel brooch, by Hennell, circa 1925
Containing an engraved emerald, dated 1813-14, probably presented by the Mughal Emperor Akbar II (Reg. 1806-1837) to Mary Hood

Lot 133

#### Provenance

Mary Elizabeth Frederica Stewart-Mackenzie, Lady Hood (1783-1862) Thence by descent Private UK Collection



The Mughal emerald of octagonal-cut, engraved with five lines in nasta'liq, interspersed with floral motifs, bearing the name Mary Hood and the date 1813-14, within an openwork frame of black enamel, brilliant and single-cut diamonds with calibré-cut emerald highlights at each corner, mounted in platinum, signed Hennell, brooch dimensions 3.1 x 3.3cm, emerald dimensions 2.4 x 2.65cm, tooled leather fitted case by Hennell, 4 Southampton St, Bloomsbury London

£40,000 - 60,000 US\$49,000 - 73,000

Accompanied by a report from The Gem and Pearl Laboratory stating that the emerald is of Colombian origin with minor clarity enhancement. Report number 17738, dated 23 August 2019.



133 (case)

The brass plaque on the reverse of the fitted case reads: "This emerald is engraved in Persian with the following words: cream of the pillars of the state, Queen and music of the age, Mary Frederica Elizabeth Hood, noblest of women, Princess, child of the Majesty of Mahommed Akbar, the Emperor, the Warrior. 1813."

However, the inscription may be more accurately translated as: "The essence of ..., the water of life of the age, Princess Mary Frederica Elizabeth Hood, the lady excelled in glory, [considered] the glorious child of Muhammad Akbar Padshah, the Conqueror 1229 (1813-14)."

Lady Hood, also known as Lady Hood Mackenzie, Mrs Stewart-Mackenzie as well as the sobriquet "The Hooded Lassie", was the heiress of Francis Humberston Mackenzie, British soldier, politician and botanist, chief of clan Mackenzie and last Baron Seaforth (1754-1815). She was also the prototype for the character, Ellen Douglas, in Sir Walter Scott's poem "The Lady of the Lake".

Born in Tarradale, Ross-shire, the Hon. Maria Elizabeth Frederica Mackenzie (known as Mary) was the eldest of four brothers and six sisters. Her youth, spent on the Mackenzie estates, Brahan Castle and Stornoway, the homes of her ancestors, fostered a lifelong love of the Highlands and its history and legends.

In 1801, the family moved to Barbados where her father took up the position of Governor. There she met her first husband, Admiral Sir Samuel Hood (1762-1814), who was attracted to her "superior mind, happy disposition, cultivated tastes and engaging eagerness for life". They married in November 1804 at Bridgetown in the presence of her parents and despite their difference in age - he was 20 years her senior - formed a devoted bond.

Hood, was one of Nelson's captains and had served at Santa Cruz and the Battle of the Nile. When he lost an arm during a sea-battle in 1805, Mary wrote "I love him ten times better than ever and I think he has shown himself a greater hero in his sick chamber than ever he did on the quarter deck."

When Sir Samuel was away at sea, Mary lived chiefly in England and became friends with Lady Louisa Stuart, Mary Berry, Lady Stafford, Lady Anne Barnard, and Catherine Wellesley, wife of the Duke of Wellington. One evening, in London, she escorted the Princess of Wales to Covent Garden Theatre and was introduced to the Duke of Cumberland. It was also during this time that she forged a firm friendship with Sir Walter Scott, who was also a friend of her father. Scott valued her knowledge of Scottish lore and her "noble and generous feeling and manners, with something of the pride of high birth and a great deal of the kindly warmth of domestic affection." The two corresponded regularly and he would often attempt to lift her spirits when her husband was at war.

In 1811, Sir Samuel was appointed Commander-in-Chief of the East Indies, and the couple sailed to India. There, Lady Hood travelled extensively and is documented as having charmed the upper echelons of Anglo-Indian society with her graceful manners. The splendour of her travels, sometimes by palanquin (a covered litter with bearers), were likened - perhaps fancifully - to regal progresses and attracted the attentions of Indian royalty. It is said she also acquired a taste for smoking the hookah and could claim to have been the first British woman to have shot a tiger.



133 (brass plaque on reverse of fitted case)



133 (actual size)

It is during these years that she acquired the emerald, believed to have been presented to her by the Mughal Emperor Akbar II. The rulers of Mughal India often ordered their names and titles to be inscribed on rubies, emeralds and diamonds. Engraved seals were widely used and gifted amongst foreigners and noblemen in India. The practice of using inscribed seals continued into the late 19th century and well beyond court circles.

It is not documented when she received the emerald but it is known that her Indian journals and correspondence to friends and family served as vivid portraits of events and personages during the first quarter of the 19th century; she was often asked to publish them but always refused.

Tragedy struck in December 1814, when Lady Hood's beloved "Sir Sam" died in Madras, of malaria, after three days' illness. Left childless and short of money, she returned to Scotland and at her melancholy homecoming in early 1815, discovered both her father and remaining living brother had also recently died. The Seaforth family's estates devolved to her and she assumed the chieftaincy of clan Mackenzie. This fulfilled the prophesy - or curse - of the Brahan Seer, a 17th century Highland prophet, who had predicted the extinction of the line, when a deaf and dumb chief, would survive his sons and die without male heir and that a white-hooded woman from the East would inherit the remains of his possessions. Indeed, Lady Hood's father had suffered profound deafness after an attack of scarlet fever as a child and was so tormented by the deaths of all four of his sons, that by the end of his life he rarely spoke but "perceived his deprivation as in a glass, darkly." The last Lord Seaforth had also already started the process of selling off the family lands; Lady Hood had returned home from the East, a widow, white being the colour of mourning in India.

Sir Walter Scott, in his poem The Lament for the Last Seaforth, wrote:

"And thou, gentle Dame, who must bear, to thy grief, For thy clan and thy country the cares of a Chief, Whom brief rolling moons in six changes have left, Of thy husband and father and brethren bereft; To thine ear of affection, how sad is the hail That salutes thee -- the heir of the line of Kintail!"

In 1817, Mary married James Alexander Stewart of Glasserton (1784-1843), who assumed her family name Mackenzie and the extensive Seaforth properties, including the island of Lewis and Ross-shire estates of Brahan Castle. The couple had three sons and three daughters. After a career in politics, Stewart-Mackenzie later served as Governor of Ceylon and Lord High Commissioner of the Ionian Islands, based in Corfu.

Mary Stewart-Mackenzie died in 1862. Her funeral was one of the last great Highland funerals to take place and was reported as one of the largest ever witnessed. A five-mile column of mourners, headed by pipers playing the clan lament, followed the hearse to Fortrose Castle, her final resting place, and was joined by followers from all parts along the 20-mile route.

This emerald was inherited by Mary's youngest daughter, Louisa Baring, Lady Ashburton (1827-1903), the prominent philanthropist and art collector. It has since passed down through the family to the current owner.

It is thought that the emerald was mounted as a brooch by distinguished British jeweller, Hennell, around 1925, by a granddaughter of Lady Ashburton. The resulting Art Deco jewel perfectly encapsulates the early 20th century voque for Indianinspired jewellery that resonated particularly in England due to Britain's colonial interests. European jewellers, fascinated by the decorative arts of Persia and India incorporated "Mughal Empire" gems and design elements, transforming them into glamorous, contemporary creations rooted in antiquity. The brooch is also a fitting tribute to the extraordinary life of Mary Hood.

Further reading: Surtees, Virginia, "The Ludovisi Goddess: the life of Louisa, Lady Ashburton", 1984 Dictionary of National Biography British Newspaper Archive



134 **A SAPPHIRE SINGLE-STONE RING**Set with a step-cut sapphire, weighing 10.11 carats, *ring size L* 

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

Accompanied by a copy of a report from Gübelin stating that the sapphire is of Burmese origin, with no indications of heating. Report number 18067476, dated 23 June 2018.





### A PAIR OF SAPPHIRE AND DIAMOND FLORAL EARCLIPS, BY **VAN CLEEF & ARPELS, CIRCA 1955**

Each designed as a pair of blooms, one with pear-shaped diamond petals and a circular-cut sapphire stamen, the other set vice versa, both on calibré-cut diamond stems, diamonds approximately 5.00 carats total, signed Van Cleef & Arpels, numbered 69736, French assay marks, length 2.8cm

£15,000 - 20,000 US\$18,000 - 24,000



## A SAPPHIRE AND DIAMOND FLORAL BROOCH, BY VAN CLEEF & ARPELS, CIRCA 1955

Designed as a bouquet of flowers and buds, set with circular-cut sapphires and brilliant-cut and marquise-cut diamonds, on baguette-cut diamond stems, with a calibré-cut sapphire tie, diamonds approximately 9.40 carats total, signed Van Cleef & Arpels, numbered 70209, partial maker's mark, French assay marks, length 8.0cm

£15,000 - 20,000 US\$18,000 - 24,000



#### A HEART-SHAPED DIAMOND NECKLACE

The heart-shaped diamond drop, weighing 3.11 carats, with a marquise-cut diamond surmount, suspended from a chain of brilliantcut diamonds, French assay mark, partial maker's mark, remaining diamonds approximately 11.10 carats total, length 39.5cm

£10,000 - 15,000 US\$12,000 - 18,000

### A DIAMOND SINGLE-STONE RING

The pear-shaped diamond, weighing 5.36 carats, between pearshaped diamond shoulders, ring size N

£15,000 - 20,000 US\$18,000 - 24,000



#### A DIAMOND NECKLACE, CIRCA 1955

The scrolled front designed as swags of undulating ribbons with a central tassel drop, set throughout with brilliant and baguette-cut diamonds, the backchain set with alternating square and brilliantcut diamonds to a clasp further set with marquise-cut diamonds, diamonds approximately 31.00 carats total, length 38.0cm, cased

£20,000 - 25,000 US\$24,000 - 30,000

140

### A DIAMOND SINGLE-STONE RING, BY BULGARI

The old brilliant-cut diamond, weighing 8.63 carats, between trifurcated shoulders set with baguette and square-cut diamond shoulders, signed Bulgari, ring size M

£30,000 - 50,000 US\$36,000 - 61,000

#### A FANCY-COLOURED DIAMOND AND DIAMOND RING

The brilliant-cut diamond, of yellow tint, weighing 1.40 carats, within a brilliant-cut diamond surround, ring size M1/2

£8,000 - 12,000 US\$9,700 - 15,000

Accompanied by a report from IIDGR stating that the diamond weighing 1.40 carats is Fancy Intense Yellow colour, VS2 clarity. Report number 010000223078, dated 29 June 2019.



142 (actual size)

#### A DIAMOND RING

The brilliant-cut diamond, weighing 5.01 carats, within an openwork mount of interlocking knot design, set throughout with brilliant-cut diamonds, ring size N

£60,000 - 80,000 US\$73,000 - 97,000

Accompanied by a report from GIA stating that the diamond is H colour, Internally Flawless clarity. Report number 5161600890, dated 25 April 2019.

Accompanied by a report from GIA stating that the diamond is H colour, Internally Flawless clarity. Report number 5161600890, dated 30 September 2014.





143 A PAIR OF SAPPHIRE AND DIAMOND 'KODAK' EARCLIPS, BY **VAN CLEEF & ARPELS, CIRCA 1968** 

Each articulated tassel composed of alternating rows of circular-cut sapphires and brilliant-cut diamonds, diamonds approximately 15.75 carats total, signed Van Cleef & Arpels, workshop mark, numbered 19315, French assay marks, length 5.8cm

£60,000 - 80,000 US\$73,000 - 97,000

For an example of a similar pair of earrings see Raulet, Sylvie, 'Van Cleef & Arpels', Éditions du Regard, Paris 1986, p.240.





## A CULTURED PEARL AND DIAMOND NECKLACE AND EARRING SUITE, MOUNTED BY VAN CLEEF & ARPELS, CIRCA

The detachable bombé drop pavé-set with brilliant-cut diamonds and set with a central cultured pearl, measuring 13.9mm x 13.9mm, beneath a brilliant-cut diamond-set bow on a similarly-set flexible collar, pendent earrings en suite, the drops also detachable and accompanied by a pair of brilliant-cut diamond studs enabling bow surmounts to be alternated, signed Monture VCA, necklace numbered 140620, earrings numbered 140621, French assay and workshop marks, lengths: necklace 40.0cm, earrings 4.5cm, maker's pouch

£30,000 - 50,000 US\$36,000 - 61,000





145 (actual size)

145

### A 'RUBAN BOMBÉ' DIAMOND BRACELET, BY VAN CLEEF & **ARPELS, CIRCA 1990**

The highly articulated strap designed as a lattice of brilliant-cut diamonds, diamonds approximately 23.20 carats total, signed Van Cleef & Arpels, numbered M39107, workshop mark, French assay mark, length 17.5cm

£30,000 - 50,000 US\$36,000 - 61,000









#### A FANCY-COLOURED DIAMOND AND DIAMOND RING, BY **DAVID MORRIS**

The marquise-cut diamond, of pink tint, weighing 0.52 carat, within a surround of brilliant-cut diamonds, signed David Morris, ring size G1/2

£30,000 - 40,000 US\$36,000 - 49,000

Accompanied by a report from GIA stating that the diamond weighing 0.52 carat is Fancy Deep Pink colour, SI1 clarity. Report number 15220940, dated 26 September 2006.

Please note this report is over five years old and may require updating.

147

#### A DIAMOND SINGLE-STONE RING, BY BOODLE & **DUNTHORNE, 1992**

Set with a brilliant-cut diamond, weighing 3.01 carats, the shoulders and gallery decorated with brilliant-cut diamonds, mounted in 18 carat gold, maker's mark B&D, London hallmark, ring size N

£30,000 - 40,000 US\$36,000 - 49,000

Accompanied by a report from GIA stating that the diamond weighing 3.01 carats is D colour, VS1 clarity. Report number 5202372943, dated 18 June 2019.

148

#### A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 5.51 carats, between tiered baguettecut diamond shoulders, ring size 01/2

£50,000 - 70,000 US\$61,000 - 85,000

Accompanied by a report from GIA stating that the diamond is H colour, Internally Flawless clarity. Report number 2205480206, dated 30 July 2019.



### A DIAMOND NEGLIGÉE NECKLACE, BY HARRY WINSTON

Set throughout with graduated brilliant-cut diamonds, each drop terminating in a pear-cut diamond, pear-shaped diamonds approximately 2.00 carats total, remaining diamonds approximately 22.00 carats total, maker's mark, numbered 95388, length 41.0cm

£20,000 - 30,000 US\$24,000 - 36,000



#### A SAPPHIRE AND DIAMOND THREE-STONE RING, CIRCA 1900

The cushion-shaped sapphire, weighing 4.46 carats, between cushion-shaped diamonds, with smaller old brilliant-cut diamond highlights, the gallery of scroll design, mounted in platinum, diamonds approximately 2.00 carats total, ring size K, Cartier case

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

Accompanied by a report from Gübelin stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 19060049, dated 17 June 2019.

Accompanied by a report from AGL stating that the sapphire is of Kashmir origin, with no evidence of heat treatment. Report number 8089135, dated 11 March 2019.

Accompanied by a report from SSEF stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 105287, dated 6 March 2019.

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Kashmir origin, with no evidence of heat treatment. Report number 16871, dated 19 February 2019.





151 (actual size)

#### A DIAMOND RING

The step-cut diamond, weighing 6.66 carats, within a four claw setting between pear-shaped diamond shoulders, weighing 1.44 carats and 1.39 carats, ring size O (sizing spring)

£60,000 - 80,000 US\$73,000 - 97,000

Accompanied by a report from GIA stating that the diamond weighing 6.66 carats is H colour, WS1 (potential) clarity. Report number 6207532157, dated 20 August 2019.

Accompanied by a report from GIA stating that the diamond weighing 6.66 carats is H colour, IF clarity. Report number 8737154, dated 5 March 1996.



# A Private Collection of "Mystery-Set" Jewels by Van Cleef & Arpels

Lots 152 - 156



Since the firm's inception in 1906, Van Cleef & Arpels has been renowned for creating technically innovative jewels set with the finest-quality gems. Their most famous invention, and perhaps their most significant achievement, is the "Serti Mystérieux", or "Mystery-Setting", that encapsulates Van Cleef & Arpels' pioneering spirit for revolutionary jewellery design.

This extraordinary technique was first used and patented in 1933 on a minaudière – a cross between a clutch bag and a large necessaire – itself a new design created by Charles Arpels and patented in 1930 in affectionate honour of Estelle Van Cleef.

The "Mystery-Setting" creates a visual illusion in which gems appear magically free-standing, with no visible traces of how they are secured. Exceptionally skilled craftsman and gemstone specialists ensure all gems used are of precisely matching colour and cut, before being meticulously set into grooved channels – without claws or obvious setting – rendering the mount invisible to the naked eye and creating an effect of solid colour, much like a micro-mosaic, with light seamlessly able to glide across each piece.

This painstaking process is hugely costly and takes months of work from the small number of Master Craftsman who can effectively achieve the "Mystery-Setting" - creating an incredibly luxurious and rare jewel produced in limited quantities – that remains a sensation today as it was in the 1930s when the initial patrons, such as the Duchess of Windsor, were wearing "Mystery-Set" jewellery.

The dedication to quality and craftsmanship is illustrated in Lot 156. The bracelet contains 177 perfectly matched individual rubies - the most valuable coloured gemstone - each meticulously cut and set in seamless channels, creating a bright mosaic of colour, unbroken by any trace of yellow gold.

This bracelet, together with the other "Mystery-Set" jewels being offered from a Private Collection embody Van Cleef & Arpels' commitment to creating jewels at the pinnacle of jewellery design.





152 (actual size)

### A PAIR OF 'MYSTERY-SET' RUBY AND DIAMOND 'LAMPION' EARRINGS, BY VAN CLEEF & ARPELS, CIRCA 1990

Each bombé hoop of calibré-cut rubies in invisible settings, between baguette-cut diamond accents, signed Van Cleef & Arpels, numbered 136477, maker's mark VCA, French assay marks, length 2.0cm

£30,000 - 40,000 US\$36,000 - 49,000





153 (actual size)

### A 'MYSTERY-SET' RUBY AND DIAMOND BOMBÉ RING, BY VAN CLEEF & ARPELS, CIRCA 1990

The pavé-set brilliant-cut diamond ground overlaid with three slightly raised calibré-cut ruby scrolls in invisible settings, signed Van Cleef & Arpels, numbered M39604, maker's mark VCA, French assay mark, ring size M

£20,000 - 30,000 US\$24,000 - 36,000





### A 'MYSTERY-SET' RUBY AND DIAMOND 'NOEUD RUBAN' **BROOCH, BY VAN CLEEF & ARPELS, CIRCA 1990**

The sculptural bow of calibré-cut rubies in invisible settings with brilliant-cut diamond highlights, signed VCA, numbered M35537, maker's mark VCA, workshop mark, French assay marks, length 5.1cm

£25,000 - 35,000 US\$30,000 - 43,000





### A RUBY AND DIAMOND 'BELLEGARDE' NECKLACE, BY VAN **CLEEF & ARPELS, CIRCA 1990**

The flexible collar channel-set with calibré-cut rubies between courses of graduated brilliant-cut diamonds, leading to a similarly-set tie front with a baguette-cut diamond knot, signed Van Cleef & Arpels, numbered M37228, workshop mark, length 40.0cm, maker's pouch

£40,000 - 60,000 US\$49,000 - 73,000





# A 'MYSTERY-SET' RUBY AND DIAMOND BRACELET, BY VAN **CLEEF & ARPELS, CIRCA 1990**

The flexible band designed as a triple row of calibré-cut rubies in invisible settings, between courses of collet-set brilliant-cut diamonds, with a concealed clasp, signed VCA, numbered 136884, workshop mark, French assay mark, length 17.25cm

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





### A SAPPHIRE AND DIAMOND THREE-STONE RING

The oval-cut sapphire, weighing 5.16 carats, between brilliant-cut diamonds, mounted in platinum, London hallmark, ring size L

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

Accompanied by a report from AGL stating that the sapphire is of Kashmir origin, with no evidence of heat treatment. Report number 1102368, dated 22 July 2019.

Accompanied by a report from SSEF stating that the sapphire is of Kashmir origin, with no indications of heating. Report number 107863, dated 1 July 2019.

Accompanied by a report from The Gem & Pearl Laboratory stating that sapphire is of Kashmir origin, with no evidence of heat treatment. Report number 17380, dated 14 June 2019.





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# AN EMERALD AND DIAMOND BRACELET, BY GRAFF

Designed as a graduated row of step-cut emeralds interspersed with step-cut diamonds, mounted in 18 carat gold, emeralds approximately 28.00 carats total, diamonds approximately 16.40 carats total, signed Graff, numbered 2588, London hallmark, length 7.6cm

£100.000 - 150.000 US\$120,000 - 180,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the largest emerald, weighing 2.56 carats, is of Colombian origin, with negligible clarity enhancement. Report number 17406, dated 25 June 2019.

Accompanied by a report from De Beers Laboratory stating that the largest diamond, weighing 1.58 carats is G colour, VS1 clarity. Report number 010000216896, dated 4 June 2019.



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# **Diamond Grading**

# Colour

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

# Clarity

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

# **Certified Stone Index**

# CERTIFIED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No
1.58	Emerald	G	VS1	Negligible	DeBeers	158
3.01	Round Brilliant	D	VS1	None	GIA	147
3.03	Pear	D	SI2	None	HRD Antwerp	71
4.11	Oval, Rose	Н	SI1	Strong	French Gemological Laboratory	23
5.01	Round Brilliant	Н	IF	Strong Blue	GIA	142
5.51	Emerald	Н	IF	Faint	GIA	148
6.66	Emerald	Н	WS1 potential	Faint	GIA	151
6.66	Emerald	Н	IF	Faint	GIA	151
7.24	Round Brilliant	M	VS1	None	HRD Antwerp	79

# CERTIFIED FANCY COLOURED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No
0.52	Marquise	Fancy Deep Pink	SI1	Faint	GIA	146
1.40	Round	Fancy Intense Yellow	VS2	Negligble	DeBeers	141
9.38	Marquise	Fancy Dark Greenish Grey	SI2	None	GIA	77

# **CERTIFIED PEARL INDEX**

No. of Natural Pearls Shape Dimensions		Dimensions	Colour Laboratory Repo		ort Lot No	
1	Button	8.0-8.5 x 7mm	Cream	Gem & Pearl	26	
2	Drop	1. 8.3-8.4 x 13.6mm 2. 8.6 x 14-15mm	Cream	Gem & Pearl	65	
4	Button and Baroque	2. 6.6 - 6.8mm x 5.5mm 3. 6.2 - 6.4 x 7.8mm 4. 6.4 - 6.5 x 7.5mm	Cream	GCS	49	
2	Baroque	1. 11.3 x 9.3 x 8.8mm 2. 10.8 x 10.1 x 7.9mm	Cream	GCS	64	
63	Round	From 4.4-9.5mm	Cream	Gem & Pearl	64	

# **CERTIFIED EMERALD INDEX**

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
2.56	Emerald	Colombia	Negligible	Gem & Pearl	158
approx 5.10	Octagonal	Colombia	Significant	GCS	116
approx 7.00	Cabochon	Colombia	Significant (Oil)	GCS	56
approx 10.00	Rectangular	Colombia	Minor (Oil)	GCS	45
approx 14.00	Emerald	Colombia	Minor	Gem & Pearl	73
approx 14.00	Octagonal	Colombia	Minor (Oil)	GCS	73
N/A	Octagonal	Colombia	Minor	Gem & Pearl	133

# **CERTIFIED SAPPHIRE INDEX**

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
approx 1.40	Heart	Thailand/Australia/ East Africa etc	None	Gem & Pearl	55
4.46	Rectangular cushion	Kashmir	None	Gem & Pearl	150
4.46	Oval, mixed	Kashmir	None	AGL	150
4.46	Cushion, mixed	Kashmir	None	Gubelin	150
4.46	Antique cushion	Kashmir	None	SSEF	150
approx 5.00	Rectangular, mixed	Sri Lanka	None	Gem & Pearl	132
5.16	Oval, mixed	Kashmir	None	Gem & Pearl	157
5.16	Oval, mixed	Kashmir	None	AGL	157
5.16	Oval, mixed	Kashmir	None	SSEF	157
7.82	Rectangular cushion	Sri Lanka	None	Gem & Pearl	66
10.11	Octagonal step	Burma	None	Gubelin	134
13.59	Rectangular, mixed	Sri Lanka	None	Gem & Pearl	107
approx 17.00	Cabochon	Sri Lanka	None	Gem & Pearl	22
N/A	Cabochon	Sri Lanka	None	Gem & Pearl	105
	1 Sri Lanka, Remainder Oval, mixed Thailand/Australia/ East Africa etc		r None	Gem & Pearl	5

# **CERTIFIED RUBY INDEX**

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
approx 1.90	Rectangular, mixed	Burma	None	Gem & Pearl	60
2.41	Rectangular cushion	Burma	None	Gem & Pearl	46
approx 5.00	Round cabochon	Burma	None	International Gemological Institute	59
	Oval, mixed	Burma and Thai/East Africa	None to heated	Gem & Pearl	122

# Bonhams

**AUCTIONEERS SINCE 1793** 



# The Art of Time

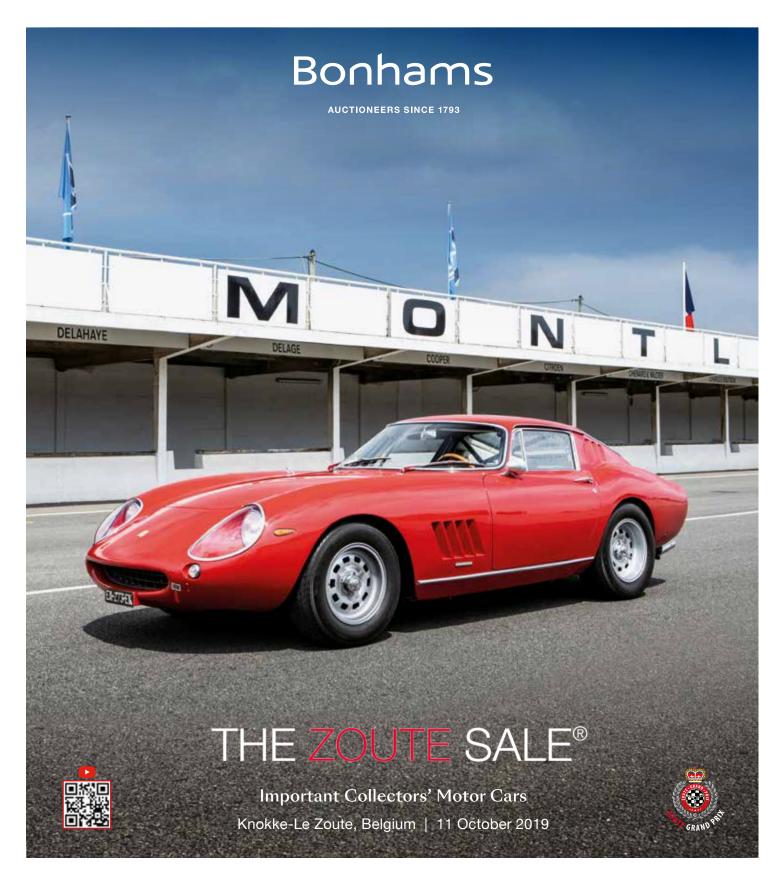
New York | October 16, 2019

# **PREVIEW**

12 - 15 October 2019

### **INQUIRIES**

Jonathan Snellenburg +1 (212) 461 6530 jonathan.snellenburg@bonhams.com bonhams.com/clocks PATEK PHILIPPE. A FINE AND RARE 18K GOLD ENAMEL DIAL AUTOMATIC WRISTWATCH AND BRACELET RETAILED BY GÜBELIN, REF: 2526 CIRCA 1954 US\$40,000-60,000



The annual event in Knokke-Le Zoute is set to be another exciting auction from the Bonhams record breaking motoring department.

# **ENQUIRIES**

Philip Kantor +32 (0) 476 87 94 71 eurocars@bonhams.com bonhams.com/motorcars Matching numbers and Ferrari Classiche certified

## 1965 FERRARI 275GTB/2 LONG NOSE ALLOY

Design by Pininfarina Coachwork by Scaglietti Chassis no. 08061

Engine no. 08061

**Estimate Refer Department** 

# Bonhams

**AUCTIONEERS SINCE 1793** 

# Global Jewelry Auctions 2019



Knightsbridge Jewels

# 12 NOVEMBER

California Jewels

# 20 NOVEMBER

Knightsbridge Jewels

### 24 NOVEMBER

Hong Kong Jewels & Jadeite

### 28 NOVEMBER

Edinburgh Jewels

### **4 DECEMBER**

London Jewels

# 9 DECEMBER

New York Jewels

# 12 DECEMBER

California Jewels



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#### NOTICE TO BIDDERS

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

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

#### 1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff make statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buver 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 you as 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, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for Hammer Prices below and above the Estimates, so Estimates 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 Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without 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. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer 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.

#### 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 reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested is put up for Sale. We have complete discretion in which 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 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

You must complete and deliver to us one of our *Bidding* Forms, either our *Bidder Registration Form*, Absentee *Bidding* Form or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at Bonhams or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*' reputation

#### Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidder registration desk at the Sale venue and fill out a Registration and Bidding 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 Buver'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, and have preregistered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

#### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

# 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

# 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  $\Sigma$ 300,000 20% of the Hammer Price above  $\Sigma$ 300,000 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 Buver's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- $\Omega$   $\,$   $\,$  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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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

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 issued in the name of the *Buyer* (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 £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 issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

#### 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 Licensing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances

where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

# 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

#### **Proof of Firearms**

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

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

#### **Guns Sold as Parts**

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

# Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### **Original Gun Specifications Derived from Gunmakers**

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

#### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

#### Taxidermy and Related Items

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

#### 18. FURNITURE

# Upholstered Furniture

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

#### 19. JEWELLERY

#### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

#### **Estimated Weights**

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams*' opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

#### 20. PHOTOGRAPHS

#### **Explanation of Catalogue Terms**

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

#### 21. PICTURES

#### **Explanation of Catalogue Terms**

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist.
  When the artist's forename(s) is not known, a series of
  asterisks, followed by the surname of the artist, whether
  preceded by an initial or not, indicates that in our opinion
  the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction:
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pubil:
- "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 attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

#### 23. VEHICLES

# The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

#### 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

# Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules

#### 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 Iving 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 I ots to be released under Bond.

#### **Bottling Details and Case Terms**

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

- CB Château bottled
- DB Domaine bottled
- EstB Estate bottled
- BB Bordeaux bottled
- BE Belgian bottled FB - French bottled
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled
- owc- original wooden case
- iwc individual wooden case
- oc original carton

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- 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.
- Wines Iving 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.
- 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

### •, †, \*, G, $\Omega$ , $\alpha$ see clause 8, VAT, for details.

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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.

# THE CONTRACT

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

#### SELLER'S UNDERTAKINGS

- 21 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;
- save as disclosed in the Entry for the Lot in the 2.1.2 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;
- except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossarv):
- 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:
- 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 or on the Bonhams website, 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.

#### 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 any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry 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 sold.
- 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 Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

# 4 FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

- 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.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

#### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. 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 beyond 7 days from the day of 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: (i) 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, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

#### 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 in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

#### COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) 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 and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

- 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 should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 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.
- 7.5 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.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract:
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
  - 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;

- 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 three months' 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 ballee, 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 and to any subsidiary of Bonhams Holdings Limited and to its 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 WITH BONHAMS**

**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.

#### 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 Burer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice*to *Bidders* or otherwise notified to you, store the *Lot*in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

#### 3 PAYMENT AND BUYER WARRANTIES

- .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
- 3.8 You warrant that neither you nor if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of antiterrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 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, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance 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 £3 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.
- 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and 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 unless otherwise provided below), 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.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 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.
- 7.3 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.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

- 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 9 will cease
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 10 OUR LIABILITY

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

10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

### but not if:

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

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

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

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

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

If we are reasonably satisfied that a Lot is a non-conforming 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

"Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.

"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  ${\it Bonhams}$  conducting the  ${\it Sale}.$ 

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a Bidding Form.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Teleohone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed Book offered for Sale at a specialist Book Sale

"Business" includes any trade, Business and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the back or front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
"Sale Proceeds" the net amount due to the Seller from the

Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you"

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"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

and "vour".

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

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is
- (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."

# **Bonhams Specialist Departments**

### 19th Century Paintings

London Charles O' Brien +44 20 7468 8360 New York Madalina Lazen +1 212 644 9108

#### 20th Century British Art

London Matthew Bradbury +44 20 7468 8295

### 20th Century Fine Art

San Francisco Sonja Moro +1 415 694 9002

# **Aboriginal Art**

Australia Francesca Cavazzini +61 2 8412 2222

# African, Oceanic & Pre-Columbian Art

Los Angeles Fredric W. Backlar +1 323 436 5416 •

# American Paintings

New York Jennifer Jacobsen +1 917 206 1699

#### **Antiquities**

London Francesca Hickin +44 20 7468 8226

#### **Antique Arms & Armour**

London David Williams +44 20 7393 3807

# Art Collections, Estates & Valuations

Harvey Cammell +44 (Ó) 20 7468 8340 New York Sherri Cohen +1 917 206 1671 Los Angeles Leslie Wright +1 323 436 5408 Joseph Francaviglia +1 323 436 5443 Lydia Ganley +1 323 436 4496 San Francisco Victoria Richardson +1 415 503 3207 Celeste Smith +1 415 503 3214

#### **Australian Art**

Australia Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088

# Australian Colonial Furniture and Australiana

+61 2 8412 2222

# **Books, Maps & Manuscripts**

London
Matthew Haley
+44 20 7393 3817
New York
Ian Ehling
+1 212 644 9094
Darren Sutherland
+1 212 461 6531
Los Angeles
Catherine Williamson
+1 323 436 5442
San Francisco
Adam Stackhouse
+1 415 503 3266

### **British & European Glass**

London Fergus Gambon +44 20 7468 8245

#### **British Ceramics**

London Fergus Gambon +44 20 7468 8245

# California & Western Paintings & Sculpture

Los Angeles Scot Levitt +1 323 436 5425 Kathy Wong +1 323 436 5415 San Francisco Aaron Bastian +1 415 503 3241

### Carpets

London Helena Gumley-Mason +44 20 8393 2615

### Chinese & Asian Art

London Asaph Hyman +44 20 7468 5888 Rosangela Assennato +44 20 7393 3883 Edinburgh Ian Glennie +44 131 240 2299 New York Bruce MacLaren +1 917 206 1677 Los Angeles Rachel Du +1 323 436 5587 San Francisco Dessa Goddard +1 415 503 3333 Hong Kong Xibo Wang +852 3607 0010 Sydney Yvett Klein

+61 2 8412 2231

# **Chinese Paintings**

Hong Kong Iris Miao +852 3607 0011

# Clocks

London James Stratton +44 20 7468 8364 New York Jonathan Snellenburg +1 212 461 6530

# Coins & Medals

London John Millensted +44 20 7393 3914 Los Angeles Paul Song +1 323 436 5455

#### **Entertainment Memorabilia**

London Katherine Schofield +44 20 7393 3871 Los Angeles Catherine Williamson +1 323 436 5442 Dana Hawkes +1 978 283 1518

# European Ceramics

London Sebastian Kuhn +44 20 7468 8384

# European Paintings

Charles O' Brien +44 20 7468 8360 New York Madalina Lazen +1 212 644 9108 Los Angeles Rocco Rich +1 323 436 5410

#### European Sculptures & Works of Art

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