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New Bond Street, London | 20 November 2019



European Collections

New Bond Street, London | Wednesday 20 November, 2019 at 10am

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SALE NUMBER

25998

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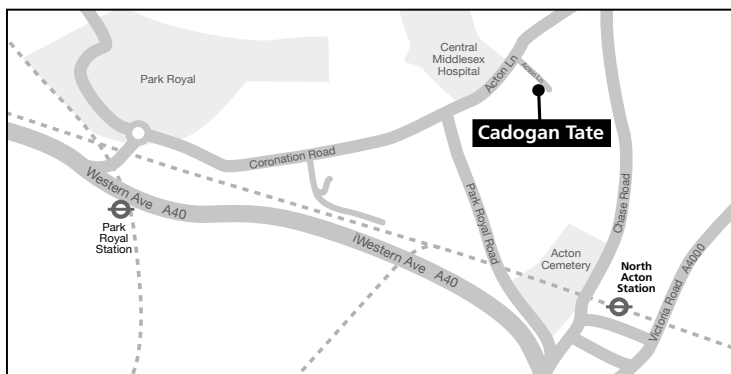


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Payment in advance

(Telephone to ascertain amount due) by: cash, Visa or Mastercard

Payment at time of collection by:

cash, Visa or Mastercard

A detailed oil painting of a mountainous landscape. In the foreground, a man wearing a red cap and dark clothing sits on a rock, holding a staff. Beside him are several animals, including a goat and sheep. The middle ground features a rocky stream with a waterfall. The background shows a valley with a castle or tower on a hill, surrounded by more mountains. The scene is framed by a large, gnarled tree on the left and a rocky archway on the right. The lighting is warm and golden, suggesting a sunset or sunrise.

A Milanese Collection

Lots 1 -20



1

1
MANNER OF GIOVANNI PAOLO PANINI, 19TH CENTURY

Figures in an architectural *capriccio*
 signed 'Alberto Riva' (lower left)
 oil on canvas
 80.1 x 101.2cm (31 9/16 x 39 13/16in).

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

2^{TP}
BOLOGNESE SCHOOL, CIRCA 1800
 Italianate landscapes with figures by rivers
 one bears initials 'MHT' (lower left)
 a pair, oil on canvas, unlined, shaped
 143.6 x 106.2cm (56 9/16 x 41 13/16in). (2)

£4,000 - 6,000
 €4,600 - 6,900
 US\$5,200 - 7,700

3^{TP}
CIRCLE OF HENDRICK MOMMERS (DUTCH, CIRCA 1623-1693)

A landscape with shepherdesses and their flocks
 oil on canvas
 206 x 131.5cm (81 1/8 x 51 3/4in).

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

4
AN ITALIAN CARVED WALNUT ARMCHAIR
 18th century
 The back with a central baluster splat surmounted by a carved crest
 of a maiden in Classical dress holding a lute, with a stuff-over seat and
 front cabriole legs, 63cm wide, 55cm deep, 127cm high (24 1/2in
 wide, 21 1/2in deep, 50in high).

£300 - 500
 €350 - 580
 US\$390 - 650



2



3



5



5 TP

A PAIR OF CARVED AND PAINTED SETTLES

Venetian, 19th century

Both with shaped backs above hinged seats, painted with *trompe-l'œil* architectural acanthus scrolls, one distressed, 226cm wide, 39cm deep, 147cm high, (88 1/2in wide, 15in deep, 58 high in) (2)

£700 - 1,000

€810 - 1,200

US\$900 - 1,300

6 TP

A NORTH ITALIAN WALNUT AND CROSSBANDED BUREAU

18th century and later

The mirrored panelled door enclosing three shelves above a fall enclosing a fitted interior and a sliding well, the top possibly associated, 105cm wide, 58cm deep, 223cm high, (41in wide, 22 1/2in deep, 88 1/2in high)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500

7 TP

A NORTH ITALIAN WALNUT AND CROSSBANDED BUREAU CABINET

Probably Venetian, 18th century

The mirror panelled doors enclosing a fitted interior of three drawers, shelves and a central architectural cabinet above two candle slides and a fall, 108cm wide, 59cm deep, 229cm high (42 1/2in wide, 23in deep, 90in high).

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,300

8 TP

A PAIR OF ITALIAN WALNUT CONSOLE TABLES

Late 18th century and later

The demi-lune tops on scrolled legs and stretchers, 133cm wide, 65cm deep, 73cm high (52in wide, 25 1/2in deep, 28 1/2in high). (2)

£500 - 700

€580 - 810

US\$650 - 900



6



7



8





9

9 TP

A LARGE ITALIAN CARVED GILTWOOD AND GESSO OVERDOOR

Probably Florentine, second half 19th century
The scrolled acanthus leaf frame issuing nine candle arms, later adapted to electricity, 156cm wide, 21cm deep, 154cm high, (61in wide, 8in deep, 61 1/2in high)

£600 - 800
€690 - 930
US\$770 - 1,000

10 TP

A PAIR OF ITALIAN CARVED GILTWOOD AND GESSO WALL APPLIQUES

Florentine, 19th century
With eleven candle arms formed as scrolled acanthus leaves, later adapted to electricity, 120cm wide, 14cm deep, 116cm high, (47in wide, 5 1/2in deep, 46in high) (2)

£600 - 800
€690 - 930
US\$770 - 1,000

11 TP

A LARGE NORTH ITALIAN CARVED GILTWOOD MIRROR

Lombardy, 19th century
The rectangular plate surmounted by a shaped plate and a fan crest within a C-scroll, S-scroll, floral and acanthus-leaf carved frame, 167cm high x 128cm wide .

£1,500 - 2,500
€1,700 - 2,900
US\$1,900 - 3,200

12 TP

A PAIR OF NORTH ITALIAN CARVED GILTWOOD AND GESSO PIER MIRRORS

late 19th century
The shaped plates surmounted by a floral and foliate filled urn, 189cm high x 100cm wide. (2)

£1,000 - 1,500
€1,200 - 1,700
US\$1,300 - 1,900



10 (one from a pair)



11



12





13

13 TP

A NORTH ITALIAN WALNUT AND FRUITWOOD MARQUETRY COMMODE

Piedmonte, late 18th century

Of slight serpentine outline, with four drawers on scrolled legs, 119cm wide, 53cm deep, 100cm high (46 1/2in wide, 20 1/2in deep, 39in high).

£600 - 800

€690 - 930

US\$770 - 1,000

14 TP

A NORTH ITALIAN CARVED AND PAINTED SETTLE

Probably Venetian, 19th century

The shaped top above a hinged seat enclosing a void interior, with flared sides and a pierced undulating apron, 210cm wide, 38cm deep, 152cm high (82 1/2in wide, 14 1/2in deep, 59 1/2in high).

£600 - 800

€690 - 930

US\$770 - 1,000



14



15

15 TP

A NORTH ITALIAN WALNUT BUREAU

Probably Venetian, mid-18th century and later

The crossbanded fall enclosing a fitted interior of drawers above two drawers on tall flared block feet, 104cm wide, 55cm deep, 106cm high, (40 1/2in wide, 21 1/2in deep, 42 1/2in high)

£500 - 700

€580 - 810

US\$650 - 900

16 TP

A NORTH ITALIAN WALNUT, KINGWOOD, TULIPWOOD BANDED AND MARQUETRY COMMODE

Lombardy, early 19th century and later
With three drawers on square tapering legs,
115cm wide, 55cm deep, 84cm high,
(45in wide, 21 1/2in deep, 33in high)

£700 - 1,000
€810 - 1,200
US\$900 - 1,300



16

17 TP

A NORTH ITALIAN CARVED AND POLYCHROME DECORATED SETTLE

19th century
The shaped back painted with a floral filled urn
above a hinged seat enclosing a void interior,
224cm wide, 33cm deep, 134cm high,
(88in wide, 12 1/2in deep, 53 1/2in high)

£600 - 800
€690 - 930
US\$770 - 1,000



17

18 TP

A NORTH ITALIAN PAINTED AND PARCEL GILT CONSOLE TABLE

Late 19th/ early 20th century
The later marble top on moulded square tapering
legs surmounted by carved pineapples, 139cm wide
x 35cm deep x 92cm high, (54 1/2in wide x 13 1/2in
deep x 36in high)

£500 - 800
€580 - 930
US\$650 - 1,000



18



19



20

19 TP

UGO GHEDUZZI (ITALIAN, 1853-1925)

A mountainous landscape with pastoral scene
signed 'Ugo Gheduzzi' (lower left)

oil on canvas

89.5 x 131cm (35 1/4 x 51 9/16in).

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

20 TP

CIRCLE OF CARLO BONAVIA (ACTIVE NAPLES, 1751-1788)

A rocky river landscape with a shepherd and his flocks
oil on canvas, corners made up

147.5 x 117.8cm (58 1/16 x 46 3/8in).

£4,000 - 7,000

€4,600 - 8,100

US\$5,200 - 9,000

A Private Roman Collection

Lots 21 - 61





21

A FINE AND LARGE EARLY 19TH CENTURY FRENCH EMPIRE GILT BRONZE AND VERDE ANTICO MANTEL CLOCK

The movement numbered 9360, the dial signed 'A Paris'
The case depicting a Bacchante holding a bunch of grapes aloft, reclining on a couch raised on twin rams hoof supports, on a stepped marble plinth, the signed 4 inch white enamel Roman and Arabic dial with matching gilt hands, the movement with flat-bottomed plates, silk suspension and outside countwheel striking on a bell *height 51cm; width 50cm; depth 18cm*

£8,000 - 12,000
€9,300 - 14,000
US\$10,000 - 15,000

Provenance

Purchased at Hotel Drouot, Paris, circa 1999.

Comparative literature:

Kjellberg 'Encyclopedie de la pendule Francaise'. 1997, page 402, Fig C.

22

A FINE EARLY 19TH CENTURY FRENCH EMPIRE ORMOLU AND VERDE ANTICO FIGURAL MANTEL CLOCK REPRESENTING THE PURSUIT OF KNOWLEDGE

Lepaute, Hgr. de l'Empereur a Paris. The case attributable to Pierre-Victo Ledure.
the signed 5 inch white enamel Roman and Arabic dial with minute track enclosing the blued steel open moon hands, framed by a ribbon-cast bezel within a pedestal mounted with a cockerel and twin torches flanked by a standing figure representing Study, her left elbow resting on book, her right with a manuscript, all raised on a low plinth set with a well-cast ormolu panel depicting six cherubs studying Geometry, Astronomy and the Arts, on bun feet, the high quality twin-train movement with pinned plates signed and numbered le Paute a Paris, 180/10, 41, with outside countwheel striking on a bell, the pendulum with micrometer beat adjustment *height 72cm; width 42cm; depth 18.5cm*

£8,000 - 10,000
€9,300 - 12,000
US\$10,000 - 13,000

The interior of the case is cast with the Latin inscription "HVIVS AMOR PIOHORADILEN EDVCAVIT VTIAM PAREMHO MERIUSQ IRCO-CVMVIRAM". Other examples can be seen in the Museo de Relojes in Jerez de la Frontera, Spain; the Royal Pavilion, Brighton; the Palais Viana, Madrid; Schösserverwaltung, Munich, and the British Embassy in Paris. Near identical clocks are illustrated in:

Tardy, "Les Plus Belles Pendules Françaises", 1994, p. 252.
Hans Ottomeyer and Peter Pröschel, "Vergoldete Bronzen", 1986, p. 349, pl. 5.6.8.
Elke Niehüser, "Die Französische Bronzeuhr", 1997, p. 233, pl. 715.

Pierre-Victor Ledure (1783-c.1840) trained under the renowned André-Antoine Ravrio (1759-1814) and rose to become one of the leading bronziers in the world. In 1813 he received a commission from the Archduke of Tuscany the Duke of Franken, for metal furnishings at his residence in Würzburg. The order included a clock with a case to personify Study leaning on a podium, at a cost of about 800 francs.

The Lepaute dynasty of clockmakers was founded circa 1740 and their clients included Louis XV, Louis XVI, Madame du Barry and the both King Charles III and Charles IV of Spain. Later in the century, Pierre-Basile Lepaute (1750-1843) together with his son Pierre-Michel Lepaute (1785-1849) was appointed clockmaker to both the Emperor Napoleon and Louis XVIII upon the restoration of the Bourbon dynasty.

Provenance

Aldo Aurilli circa 2010.





23

A LATE 18TH CENTURY CONTINENTAL CARTEL CLOCK

The case stamped J.Jollain. The waisted case decorated all over with hand painted polychrome flowers on a red ground, surmounted by an open foliate scroll mount over applied scrolls and raised on tall feet, the pendulum aperture framed by further strap-and scroll-work, the one piece 9.5 inch white enamel Roman and Arabic dial with tapering gilt hands, the rectangular movement with four pinned pillars, verge escapement with silk suspension and outside countwheel strike with a star-shaped centre *The clock 80cm high. Total height including bracket 115cm.*

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Adrien-Jerome Jollain, (d.1788) was a French cabinetmaker, who became a master in 1763. He belonged to a family of watchmakers, his work is particularly noted for his use of floral marquetry in some of his pieces.

24

A FIRST HALF OF THE 19TH CENTURY AUSTRIAN ORMOLU, GILTWOOD AND ALABASTER-MOUNTED GRANDE SONNERIE PORTICO CLOCK

The architectural case surmounted by an ormolu eagle with outstretched wings over a stepped case flanked by addorsed dolphins, supported by caryatid figures, further mounted with a stepped portico reflected in the triple mirror back, the square plated movement with silk suspension, the hours and quarters struck on a pair of coiled steel gongs and hammers *height 65cm; width 34cm; depth 22cm*

£1,500 - 2,500
€1,700 - 2,900
US\$1,900 - 3,200

25

A MID 19TH CENTURY AUSTRIAN ORMOLU AND ALABASTER-MOUNTED, GRANDE SONNERIE PORTICO CLOCK

The architectural case surmounted by a seated giltwood eagle over balustrades and an arched recess supported on six ormolu mounted Doric columns, accessed via a double staircase, the bases decorated with twin oval watercolour reserves depicting rural landscapes, the 5.5 inch white enamel Arabic dial with concentric date and moon hands, the three train movement with silk suspension sounding the hours and quarters on a pair of bells, the long pendulum with a bob cast as a figure on a horse with a fish tail. *height 70cm; width 40.5cm; depth 15.5cm*

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

The hippocamp is a sea monster in Greek mythology which has a horse's body and a fish's tail. The creature is often depicted being ridden by the sea god Nereus. The Ancients believed that the hippocamp was the adult form of the seahorse, and is often shown pulling Poseidon's chariot.

26

A RARE LATE 18TH CENTURY ITALIAN KINGWOOD CARTEL ALARM CLOCK WITH BRACKET

The movement with the inscription IVDICA DOMINE NOCENTES ME PSAL 34 The waisted case surmounted by an urn over ormolu swags, and scrolled feet, the 8.25 white enamel Roman and Arabic dial with central alarm setting disc, the twin-train spring-driven movement with square plates united by four vase shaped pillars pinned through the backplate with engraved foliate border, the going train with pivotted verge escapement and short bob pendulum, (the cock decorated with a green-man mask), striking the quarters on a single bell and hammer, the latter mounted on a sprung arbor which moves the head to strike a larger bell to sound the hours. Together with the original bracket. *The clock 79cm high. Total height including bracket 112cm.*

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

Provenance
 Aldo Aurili, circa 2000.



23



24



25



26



27

27 TP

A NORTH ITALIAN MID-19TH CENTURY WALNUT AND PARCEL GILT CHEVAL MIRROR

The rectangular plate within a moulded frame on end supports terminating in lion paw feet, 106cm wide x 28cm deep x 184cm high, (41 1/2in wide x 11in deep x 72in high)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

28 TP

AN ITALIAN EARLY 20TH CENTURY WALNUT AND CROSSBANDED EXTENDING DINING TABLE

With three additional leaves on turned tapering legs, 291cm wide x 142cm deep x 78.5cm high, (114 1/2in wide x 55 1/2in deep x 30 1/2in high)

£1,000 - 2,000
 €1,200 - 2,300
 US\$1,300 - 2,600

29 TP

A RARE WALNUT, EBONISED AND PAINTED ARCHITECT'S CABINET

Central Italian

The cabinet modelled as an 17th century building, the pitched pediment mounted with a carved parcel gilt and painted cartouche above four doors fitted as the front of the house above an arcade with four doors and three niches behind, the base fitted with a plan drawer above an arched kneehole, 149cm wide x 82cm deep x 224cm high, (58 1/2in wide x 32in deep x 88in high)

£7,000 - 10,000
 €8,100 - 12,000
 US\$9,000 - 13,000

Provenance

Purchased by the current vendor from Sotheby's Amsterdam

Although the inspiration for the building it is not known, it is believed that it could possibly be Villa Reale di Marlia located outside Lucca in Tuscany. Once home to Elisa Bonaparte, the sister of Napoleon.



28





30

30 TP

A PAIR OF LARGE FRENCH 19TH CENTURY GILT BRONZE FIGURATIVE CANDELABRA

After a model by François-Thimothée Matelin
 Each with a pair of eighteen light two-tier candelabra with cast acanthus scrolled candle arms and a central urn shaped sconce on flared and reeded columns supported by two Greek muses, Euterpe and Erato on plinth bases, 54cm wide, 55cm deep, 134cm high (21in wide, 21 1/2in deep, 52 1/2in high) (2)

£40,000 - 60,000
 €46,000 - 69,000
 US\$52,000 - 77,000

The original pair of candelabra by François-Thimotée Matelin formed part of a garniture comprising this model of candelabra and a mantel clock.

The use of Classical muses supporting candelabra was a popular design in 19th century French decoration and comparable models were made by the Pierre-Philippe Thomire (French, 1751-1843, whose Parisian bronze foundry was arguably the most well known in early 19th century France. A pair of gilt bronze figural thirteen light candelabra with supporting Classical muses made by Thomire was offered for sale at Bonhams, New York Fine Furniture and Decorative Arts, 21 September 2011, lot 8301.



31 (pedestals not shown)

31 TP

A LARGE PAIR OF FRENCH 19TH CENTURY GILT AND PATINATED BRONZE EIGHT LIGHT CANDELABRA

In the manner of Claude Michallon (1751-1799)

The figures (likely to be of) Zephyr and his wife Flora, each holding aloft a pair of four-branch candelabra, three with scrolling arms and a central urn-shaped scone, both standing on ormolu spheres and rouge marble and gilt bronze mounted plinth bases, together with a pair of later composition stone pedestals, 56cm wide, 38cm deep, 139cm high (22in wide, 14 1/2in deep, 54 1/2in high) The pedestals: 82cm high, (4)

£30,000 - 50,000

€35,000 - 58,000

US\$39,000 - 64,000

The above pair of figural candelabra are after a model by Claude Michallon made for the Palace of Saint Cloud for the Empress' Grand Salon in her apartment.

The supporting figures are probably 'Flore and Zéphire' from an act in the ballet choreographed by Charles-Louis Didelot to music by Cesare Bossi which premiered in London at the King's Theatre, Haymarket on Thursday, 7 July 1796. The ballet tells the story of Zephyr, the fickle west wind, and his wife Flora, a nymph of flowers and springtime.

Literature: For a similar pair see: *L'Heure Le Feu La Lumiere, Les Bronzes Du Mobilier National 1800-1870* by Marie-France Duuy-Baylet, page 55.

A close comparable pair of four branch candelabra supported by figures of Flora and Zephyr by Claude Michallon was offered for sale by Koller, Zurich 26 March 2009, lot 1204.

As well as Claude Michallon, comparisons can be made to the other two great sculptors working in bronze in Paris in the late 18th and early 19th centuries, Pierre-Philippe Thomire and Claude Galle.

A similar pair of figures of Apollo and Diana supporting nearly identical candle branches dated circa 1815 was made by Claude Galle for the Château de Fontainebleau, which is illustrated, Ottomeyer, Pröschel et al., op. cit., Munich, 1986, Vol. I, p. 390, no. 5.17.3. and a pair of candelabra supported by Winged Victories by Galle can be found on p. 357, no 5.10.7 which resides in the Charlottenzimmer, Residenz in München.

Another example is in the Würzburger Residenz, and a pair from the Demidoff Collection was sold at San Donato, Florence, 1880, lot. 940.



(detail of top)

32 TP Y Φ

A FINE FLORENTINE MID-19TH CENTURY EBONY, FRUITWOOD, MOTHER OF PEARL AND IVORY FLORAL MARQUETRY CENTRE TABLE

Attributed to Luigi and Angelo Falcini

The rectangular top profusely inlaid with a central bouquet of flowers including lily-of-the-valley, daisies, roses and bell-flowers, the corners inlaid with acanthus leaves and all adorned with birds and insects on scrolled end supports united by a stretcher, labelled to the underside: Oristano,

145.5cm wide x 73cm deep x 84cm high, (57in wide x 28.5in deep x 33in high)

£15,000 - 25,000

€17,000 - 29,000

US\$19,000 - 32,000

The workshops of the Falcini family were established in the early 19th century in the small town of Campi, near Florence, by Gaetano Giuseppe Falcini (d. 1846). In the late 1820s, Luigi, the latter's eldest son (d. 1861), opened a bottega in the via del Fosso, Florence, and was later joined by his brother Angiolo (d. 1850). The first piece to be exhibited by the Falcini brothers was a prize-winning marquetry table shown at the Academy of Fine Arts in Florence in 1836, and subsequently purchased by Grand Duke Leopold II for his private collection. The firm continued to exhibit at the Academy throughout the 1840s and completed important commissions for a number of prominent patrons, among which Prince Anatole Demidoff, the Duchess of Castigliano and Countess Borghese. After the death of Angiolo Falcini in 1850, Luigi was joined by his two sons, Alessandro and Cesare, who continued the business until 1882. The Falcini brothers exhibited at the Great Exhibition in London in 1851 to great acclaim.



33 TP Y Φ

A FINE FLORENTINE MID-19TH CENTURY ROSEWOOD EBONY, FRUITWOOD, MOTHER OF PEARL AND IVORY FLORAL MARQUETRY CENTRE TABLE

Attributed to Luigi and Angelo Falcini

The rectangular top profusely inlaid with a central oval bouquet of flowers including roses, lily-of-the-valley, bell-flowers and daffodils with acanthus-leaf cornucopia issuing further bouquets of flowers all enclosed by a scrolled acanthus leaf and flower head border on square tapering legs, with two paper labels to the underside, *141cm wide x 73cm deep x 76cm high, (55.5in wide x 28.5in deep x 29.5in high)*

£10,000 - 15,000

€12,000 - 17,000

US\$13,000 - 19,000

Provenance

Purchased by the current vendor from Galleria Guido Bartolozzi in 2001.

See footnote for previous lot.

The paper labels to the underside are in French and possibly German, the French label is typed and reads: *Antique drawing room table, polychrome marquetry, decorated with flowers and swags in rosewood.*

The second label is hand-written and possibly a depository label (please refer to the online catalogue for images).



(detail of top)

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.



34
AN EARLY 19TH CENTURY FRENCH ORMOLU MOUNTED BURR WALNUT PORTICO TABLE REGULATOR WITH KNIFE EDGE SUSPENSION, PINWHEEL ESCAPEMENT AND GRIDIRON PENDULUM

Landry des Panoramas, Cleret
 The overhanging cornice with ormolu dentil moulding supported on four turned Corinthian columns on a plinth base with engine-turned bun feet, the signed white enamel 4.5 inch Roman dial with minute track and blued steel open moon hands, the minute hand counter-balance, engine-turned centre, within a cast ormolu bezel, the large twin-train movement with circular plates, pinwheel escapement to a heavy gridiron pendulum formed of five steel and four brass rods, with micrometer beat adjustment and knife edge suspension, the strike train with large outside countwheel acting on a bell *height 55cm; width 28.5cm; depth 18.5cm*

£4,000 - 6,000
 €4,600 - 6,900
 US\$5,200 - 7,700

Provenance
 Christie's King Street, circa 1997.

35
A GOOD LATE 19TH CENTURY FRENCH GILT BRONZE AND BELGIAN SLATE MYSTERY CLOCK

Guilmet, numbered 2617.
 Surmounted by the standing gilt figure of Ceres, a cornucopia in her left arm and the pendulum in her right standing on a circular base, the pendulum rod of circular section and terminating in a circular ring centred by a spherical brass ball mounted in glass, so as to appear floating within, all raised on a plinth with Lion-mask side handles and an angled base relieved by gilt lines, on brass feet, the 4 inch Roman dial with spade hands within a cast bezel, the spring-driven movement with circular plates bearing the Guilmet trademark, with outside countwheel strike on a bell *height 60cm; width 27cm; depth 20cm*

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

36 TP
A LARGE AND IMPRESSIVE LATE 19TH CENTURY FRENCH GILT BRONZE ROTARY PENDULUM MYSTERY CLOCK

The bronze figure signed P. Machault fils. The movement marked with a star over an anchor and shield, numbered 11778. The signed gilt bronze female wearing Classical robes, with her right arm raised to support the steel and brass pendulum terminating in a globe bob with central zodiac ring with pointed tip locating into the rotating horizontal impulse arm set in a lotus leaf, the multi-stepped black slate base with gilt line decoration raised on pierced feet, the 4 inch Roman dial with gilt spade hands in a Greek key bezel, the circular movement with anchor and star trademark *height 96cm; width 50cm; depth 30cm*

£6,000 - 8,000
 €6,900 - 9,300
 US\$7,700 - 10,000

Henri-Eugene-Adrien Farcot (1830-1896) was the most celebrated maker of conical pendulum clocks. He was awarded Medals in International Exhibitions in 1863, 1867 and 1878.

Provenance
 Aldo Aurilli circa 1997.

37
A GOOD EARLY 19TH CENTURY FRENCH EMPIRE ORMOLU AND VERDE ANTICO FIGURAL MANTEL CLOCK

Centred by a seated Classical woman holding an olive branch and vase in front of a large cheval mirror surmounted by a flaming heart and arrows, to her left a ram's headed brazier, to her right a toilette table, complete with accoutrements, all raised on an ormolu plinth applied with peacock and cherub mounts on griffin supports, on a marble base and toupie feet, the 4 inch white enamel Roman and Arabic dial with matching pierced gilt hands and palmette bezel, the large circular movement with silk suspension and outside countwheel striking on a bell *height 52cm; width 34cm; depth 15cm*

£5,000 - 7,000
 €5,800 - 8,100
 US\$6,400 - 9,000



34



35



36



37

38 TP

A UNIQUE FIRST QUARTER OF THE 19TH CENTURY AUSTRIAN ORMOLU, EBONY AND ALABASTER-MOUNTED BURR THUYA WOOD AUTOMATA ORGAN CLOCK

J. Ad. Hoyer, Wien

The architectural case set with ormolu mounts and balustrades, the niches supported on alabaster columns, centred by a pair of doors flanked by parcel gilt standing female caryatids, on a bow-fronted base, the 5.25 inch gilt dial centred by the white enamel Arabic dial with concentric date and moon hands, the gilt surround set with a pair of standing warriors, each with a raised arm moving in tandem with the gong-striking movement to sound the hours and quarters, the clock movement with circular plates cast with a wedge-shaped base, silk suspension striking the hours and the quarters on a pair of blued steel coiled gongs, activating the musical organ below playing a choice of seven melodies on twenty four wooden pipes. The 12 inch wooden pinned barrel powered by the large single gut fusee movement signed in full in copperplate script, 'J. Ad. Hoyer, Wien' wound from the right hand side door on the hour to strike the bell.

An applied hand-written label on the barrel gives the following tune titles:

1. Overture aus Italiana in Algeri (Rossini 1813)
2. Polonaise di Rohsini
3. Schlussgesang aus der Elster (Rossini 1817)
4. Pas de deux aus Alfred (Gallenburg 1820)
5. Variationen/ Es ist alles eins
6. Ober und Unter Oesterreicher
7. Marsch aus Alfred (Gallenberg 1820)

height 53cm; width 55cm; depth 32cm

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Literature

Helmut Kowar, *Die Wiener Flotenuhr*, Wien 2001, pp. 140-141.

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.



39 TP

A CARVED MARBLE FIGURE OF A PUTTI

Italian, probably late 17th/ early 18th century
His head looking slightly down, sitting on a rock
whilst holding one knee, on a later square plinth
base, *repairs and weathering*, 48cm wide, 48cm
deep, 112cm high (18 1/2in wide, 18 1/2in deep,
44in high)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900









(detail)

40 TP

AN IMPRESSIVE COMPLETE WALNUT, CARVED GILTWOOD AND GILT BRONZE MOUNTED LIBRARY

North Italian, 19th century

Comprising of three sides with alphabetised open bookshelves above panelled doors, together with three panelled doors, surmounted by oval panels enclosing giltwood medallions with portrait busts of High Renaissance masters: Leonardo da Vinci, Michelangelo and Raphael flanked by scrolling acanthus leaves and anthemions, 260cm high, 102in high) The two sides: 500 cm long (196 1/2in), the central section: 600 cm (236in)

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 77,000

Provenance

Purchased by the current vendor from Galleria Guido Bartolozzi in 2001.

Believed to have originally to have come from an important house in Pavia.

The use of portrait busts and the panelled decoration above the three doors is similar to those found in the engravings for decorations and furniture printed in 1838 by Domenico Moglia. Comparable busts inserted between scrolls of acanthus leaves appear in designs found in: The volume *Collezioni di soggetti ornamentali*, table 42 (Collections of ornamental subjects). A comparison to the busts can be made to those in the pediment of the shop window of the watchmaker's shop Mojana, also published in the aforementioned repertoire.



(detail)



41

41 TP Y

A CHARLES X BIRD'S EYE MAPLE, ROSEWOOD, MARQUETRY AND GILT BRONZE MOUNTED WORK TABLE

Attributed to Alphonse Giroux, Paris (1809-1886)

The 'cushion' shaped top fitted with a sliding cover on turned supports united by a central shelf on cast gilt bronze slipper feet, 46cm wide x 45cm deep x 72cm high, (18in wide x 17 1/2in deep x 28in high)

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

Alphonse Giroux, an important Parisian cabinet maker was founded in the late 18th/ early 19th century at No. 7, rue du Coq Saint -Honoré, before moving to Boulevard des Capucines. Originally Founded by François-Simon-Alphonse Giroux under the name "A. GIROUX PARIS", it was then taken over by his children and remained active under the name of "Alphonse Giroux et Cie" until 1867, when it was taken over by Ferdinand Duvinage.

A similar work table with the same distinctive shaped top and gilt bronze 'slipper' feet by Alphonse Giroux made in circa 1835 can be found in the Louvre's collection in Paris.

A very similar work table attributed to Alphonse Giroux sold at Sotheby's New York, The Property from the Collections of Lilly and Edmond J Safra, 3 and 4 November 2005, lot 301

Literature

An illustration for a design for a similar work table by Giroux can be found in Nicole de Reyniès, Home Furnishings, Volume 1, Imprimerie Nationale, Paris , 2003, p.366.

42 TP Y

A FINE NORTH ITALIAN FIRST QUARTER 19TH CENTURY WALNUT, FRUITWOOD AND ROSEWOOD MARQUETRY SECRÉTAIRE À ABBATANT

In the manner of Giovanni Maffezzoli (1776-1818)

With a frieze drawer above a fall profusely inlaid with an architectural interior, figures and a dog enclosing a fitted interior of pigeon holes, drawers and secret compartments flanked by acanthus-leaf inlaid columns above a plan drawer and two further drawers flanked by scrolled corbels on parcel gilt lion paws on block feet, 104cm wide x 54cm deep x 177cm high, (40.5in wide x 21in deep x 69 1/2in high)

£6,000 - 10,000

€6,900 - 12,000

US\$7,700 - 13,000

Giovanni Maffezzoli was from Cremona and a pupil of Giuseppe Maggiolini (1738-1814), joining Maggiolini as an apprentice at the age of fifteen. His style included the use of large architectural scenes incorporating classical ruins and buildings into his furniture and his ability to give perspective to his inlay such as seen in the fall of the above lot was distinctive feature of his work. A commode with comparable marquetry, possibly by Maffezzoli (Figures amongst Classical buildings with a sense of perspective) was sold at Christie's London, South Kensington, 14 May 2008, La Strada Romana - Works of Art from a Private Roman Collection, lot 252.

43 TP Y

AN UNUSUAL AUSTRIAN EARLY 19TH WALNUT, AMBOYNA AND EBONY SECRÉTAIRE À ABBATANT

The fret-carved cornice surmounted by fleur-de-lys above an arcaded frieze fitted with a concealed lock enclosed by a carved crest of an eagle, the fall with an elaborate locking system enclosing a fitted interior of a niche concealing multiple hidden compartments and drawers, the base fitted with a slide enclosing two drawers, 102cm wide x 56cm deep x 191cm high, (40in wide x 22in deep x 75in high)

£5,000 - 7,000

€5,800 - 8,100

US\$6,400 - 9,000

Accompanying this lot is an illustrated description of the workings of the two locks.



41 (detail)



42 (open)



42



43 (open)



43

44 TP

**A FINE AND POSSIBLY UNIQUE MID 18TH CENTURY FRENCH
QUARTER STRIKING CARTEL CLOCK WITH MOONPHASE AND
PERPETUAL CALENDAR**

The movement and dial signed Vander Cruse a Paris. The case by Antoine Foullet.

The waisted case decorated with hand painted flowers and floral groups on a red ground, surmounted by a ho-ho bird within openwork scrolls on a canted caddy over elaborate mounts, the door depicting Aesop's Fable of the Fox and the Crane, on the original curved wall bracket, the 12.25 inch, 13-piece white enamel Roman and Arabic dial with good gilt hands for the hours and minutes and a blued steel hand for the concentric date, the signed centre with large aperture for the rotating painted moonphase marked 'Age et phases de la Lune', further set with two apertures for the month (Le Mois) and day of the week (Jour de la semaine), the large movement with rectangular plates united by six tapering pillars, with anchor escapement and twin outside countwheels for the quarters and hours, signed along the lower edge Vander Cruse A Paris *The clock 120cm. Total height including bracket 160cm.*

£25,000 - 35,000

€29,000 - 40,000

US\$32,000 - 45,000

The Aesop's fable of Fox and the Crane was first recorded in the collection of Phaedrus. The fox invites the crane to eat with him and provides a bowl of soup, which the fox can lap up easily, but the crane cannot drink with its beak. The crane then invites the fox to dinner, which is served in a narrow-necked vessel. This time it is easy for the crane to access, but impossible for the fox. The moral of the story is that the trickster must expect trickery in return.

A similar cartel clock decorated with the Fox and Crane stamped for Antoine Foullet is illustrated in Kjellberg 'Encyclopedie de la pendule Francaise'. 1997, page 85, Fig C.

Antoine Foullet became a Master ebeniste in 1749 and died in 1775. He specialised in clock cases.

Provenance

Purchased in France circa 2004.





45

**45
A LARGE AND IMPRESSIVE MID 18TH CENTURY ITALIAN
PARCEL GILT AND EBONISED TWIN TRAIN QUARTER
STRIKING BRACKET CLOCK WITH ALARM**

Peter Le Beptter, dated 1758.

The elaborate domed case surmounted by a putto with sickle and ouroboros over canted front angles on carved scroll feet, mounted all over with pierced and engraved gilt brass strapwork, the 8.25 inch arched brass dial with boldly carved Green man mask over an applied cartouche with the legend "Volat Irreuocabile Tempus et Dies tuos Dinumerat" over a silvered Roman and Arabic chapter ring, matted centre with mock pendulum aperture, ringed winding holes and alarm-setting disc, and good pierced silvered hands, the large rectangular movement united by four pinned vase shaped pillars, with pivotted verge escapement and short bob pendulum, striking the hours and the quarters on two bells and hammers *height 80cm; width 64cm; depth 35cm*

£4,000 - 6,000
€4,600 - 6,900
US\$5,200 - 7,700

The Latin inscription "Volat Irreuocabile Tempus et Dies tuos Dinumerat" translates as "Time flies irrevocably and counts your days."

The Ouroboros is a serpent eating its own tail, thus forming a continuous circle. This symbol symbolises cosmic unity, a closed cycle of renewal and repetition that has neither beginning nor end.

Provenance

Finarte auction house, Milan circa 2003.



46

**46
A FINE EARLY 19TH CENTURY FRENCH EMPIRE GILT AND
PATINATED BRONZE FIGURAL CLOCK DEPICTING CUPID
SHARPENING HIS ARROW OF LOVE**

Le Sieur a Paris

The case modelled on the painting by Charles Joseph Natoire, depicting Cupid and Psyche honing arrows of Love, over an urn-shaped body on a circular ormolu socle and patinated plinth base on bun feet, the 3.75 inch white enamel Roman and Arabic dial with outer minute track and pierced gilt hands, within a finely cast Greek key ormolu bezel, the movement with flat-bottomed plates united by pinned pillars, with silk suspension and outside countwheel strike on a bell *height 50cm; width 19cm; depth 19cm*

£3,000 - 5,000
€3,500 - 5,800
US\$3,900 - 6,400

Comparative literature:

Kjellberg, *Encyclopedie de la Pendule Francaise, les editions de l'Amateur*, 1997, p.445, image E.

Niehuser, *French Bronze Clocks*, Schiffer, 1999, p.134.

Provenance

Aldo Aurilli circa 2009.

47

**A FINE EARLY 19TH CENTURY FRENCH ORMOLU
AND VERDE ANTICO URN CLOCK**

The dial signed Sirost, a Paris. The model after Galle. Surmounted by a crisply cast cone finial on a cast openwork lid, the side handles formed as semi-clad Classical figures over the head of Mercury, on a circular socle, raised on a verde antico stepped pedestal set with anthemion and lotus leaf mounts, the 4 inch signed white enamel Roman and Arabic dial with matching gilt hands, the large circular movement with pinned pillars, silk suspension and a large outside countwheel for the hourly strike on a bell *height 56cm; width 18cm; depth 18cm*

£8,000 - 10,000

€9,300 - 12,000

US\$10,000 - 13,000

Pierre-Philippe Thomire (1751-1843) was an important bronze sculptor during the First French Empire. He was appointed Ciseleur de l'Empereur Napoleon, and produced high-quality clocks, candelabras, bas-relief figures and ornaments. He also collaborated with Odier for the cradle of the King of Rome, which is now in the Kunsthistorisches Museum in Vienna.

A clockmaker by the name of Sirost is recorded working from rue Bertin-Poiré from at least 1806-10 and from rue des Fontaines in 1840.

Comparative literature: Kjellberg *'Encyclopedie de la pendule Francaise'* 1997, page 327, Fig C.

A similar example was sold in these rooms 9th July 2014, lot 88 £13,000.

Provenance

Parma, circa 2000.





48

48 TP

A LARGE FRENCH EARLY 19TH CENTURY WALLPAPER PANEL POSSIBLY FROM THE SERIES "PORTS DE FRANCE" BY JOSEPH DUFOUR ET CIE, PARIS.

Block printed Grisaille, decorated with figures by a river 350cm wide, 190cm high (137 1/2in wide, 74 1/2in high)

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

Joseph Dufour et Cie was founded in 1797 by Joseph and Pierre Dufour and was a leading French Manufacture for 'de Papier Peints et Tissus' (painted Wallpaper and fabrics).

49 TP

A COMPLETE SET OF FRENCH 19TH CENTURY OAK ROOM PANELLING

For four sides, including grilled panelled doors, mirrored panels and a trumeau mirror with a canvas painted with a floral filled urn and a pheasant, 298cm and 303 cm high, the width 650cm and 490cm (qty)

£6,000 - 10,000

€6,900 - 12,000

US\$7,700 - 13,000

Provenance

Salle Des Ventes Pillet, Lyon, The Collection of Madame Andre Tastet, 13 March 2005 lot 308.



49 (part lot, not shown to scale)



50



51



52

50
A PAIR OF COMPOSITION MARBLE RECUMBENT LIONS AFTER THE MODELS BY ANTONIO CANOVA (ITALIAN, 1757-1822) MADE FOR THE TOMB OF POPE CLEMENT XIII

On Sienna marble and polished slate plinths, mounted to the underside with a bronze medallion inscribed ARTS AND COMMERCE PROMOTED, 35cm wide, 15.5cm deep, 25cm high (13 1/2in wide, 6in deep, 9 1/2in high) (2)

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

51^Y
A SWISS LATE 19TH CENTURY 'BELLS-IN-SIGHT' CYLINDER MUSICAL BOX

The 28cm cylinder playing ten airs on two combs accompanied by five bells, in a rosewood case with marquetry decorated lid and front, 53cm (20 1/2in) wide

£800 - 1,200
 €930 - 1,400
 US\$1,000 - 1,500

52^Y
A SWISS LATE 19TH CENTURY DU COMMUN GIROD CYLINDER MUSIC BOX

The 28cm cylinder playing eight airs, in a stained deal case with inlaid rosewood veneered lid, 53.5cm wide, (21in wide,

£400 - 600
 €460 - 690
 US\$520 - 770

53^Y
A SWISS LATE 19TH CENTURY 'ORGAN CELESTE' CYLINDER MUSIC BOX

The 27.5cm cylinder playing six airs listed on tune sheet, comprising: Athalic, Giraffe Giroffa, Martha, Genevieve de Brabant, Les Roses and God Bless the Prince of Wales on two combs with reed organ attachment, in a stained deal and rosewood veneered case with marquetry decoration to the lid, 56 cm (22ins) wide

£1,000 - 1,500
 €1,200 - 1,700
 US\$1,300 - 1,900

54^Y
A SWISS LATE 19TH CENTURY CYLINDER MUSIC BOX

Made by A J H Heller, Bern
 The 33.5cm cylinder playing eight airs, as listed on tune sheet including; Marche de Volonlaire, Landsedkinder, Schweizerischer Zapfenstreich, Der Feldprediger, Madehenwunsche, La Minette de Portici, Il Trovatore and Aus Oesterreich's Bergen on two combs, the mahogany case with ornate gilt brass ring carrying handles, 62.5cm wide, (24 1/2in wide,

£500 - 800
 €580 - 930
 US\$650 - 1,000



53



54



55

55^{TP}

A MASSIVE TUSCAN CARVED WALNUT CASSAPANCA

Late 18th/ early 19th century

The panelled back above scrolled arms carved with masks above a solid single-plank hinged seat enclosing a void interior on a plinth base, 315cm wide x 104cm deep x 114cm high, (124in wide x 40 1/2in deep x 44 1/2in high)

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

Carved walnut furniture was commonly found in Florentine palaces. This piece had a dual purpose: it was meant for both sitting on and for storage. Its Italian name, *cassapanca*, translates as “chest-bench.” Large examples however have become increasingly rare due to property sizes decreasing over the centuries.

A cassapanca with a plinth base similar to this example can be found in the Metropolitan Museum of Art, item 58.19a, b



56

56^{TP}

A LARGE GERMAN CARVED OAK CUPBOARD

17th century and later

The projecting ogee moulded cornice above four panelled doors all carved with unusual linenfold decoration above a projecting drawer to the apron and canted supports carved with heraldic lions, the sides carved with linenfold panels, together with a modern plinth, 175cm wide x 78cm deep x 172cm high, (68 1/2in wide x 30 1/2in deep x 67 1/2in high) (height not including plinth)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

57^{TP}

A BIEDERMEIER MAHOGANY AND GILT BRONZE BOMBE COMMODE

Early 19th century

The polished slate top inlaid with a Siena marble Greek key border above a frieze drawer and three further drawers supported by gilt bronze eagles and a plinth base, 129cm wide x 63cm deep x 109cm high, (50 1/2in wide x 24 1/2in deep x 42 1/2in high)

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400



57



59



58

58 (with top removed)



60

58 TP

AN AUSTRIAN LATE 19TH CENTURY WALNUT, THUYA WOOD, KINGWOOD AND GILT BRONZE MOUNTED 'GLOBE' WORK TABLE

The divided ovoid shaped top enclosing a removable shelf fitted with four drawers and a central candle stick above three scrolled supports, 31cm wide x 31cm deep x 105cm high, (12in wide x 12in deep x 41in high)

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

59 TP

A FRENCH 19TH CENTURY BIRD'S EYE MAPLE, FRUITWOOD MARQUETRY AND GILT AND PATINATED BRONZE MOUNTED GUERIDON

In the Empire style

The circular top inlaid with a spread eagle above the motto Honneur et Patrie (Honour and Country) on five turned tapering legs united by a star-shaped stretcher surmounted by an urn, 54cm wide x 54cm deep x 81cm high, (21in wide x 21in deep x 31 1/2in high)

£3,000 - 5,000
 €3,500 - 5,800
 US\$3,900 - 6,400

Honneur et Patrie is the motto of the French Navy

60 TP

A BIEDERMEIER MAHOGANY, SATINWOOD AND PARCEL GILT BOMBE COMMODE

Early 19th century

With a frieze drawer above three drawers flanked by carved giltwood swans on a plinth base 132cm wide x 67cm deep x 98cm high, (51 1/2in wide x 26in deep x 38 1/2in high)

£1,500 - 2,500
 €1,700 - 2,900
 US\$1,900 - 3,200

Literature

A similar commode with giltwood peacock necks flanking the drawers and similarly on a plinth base can be found in *Il Mobile Biedermeier* by Leonardo Volpini page 176.



61

61 TP

AN IMPORTANT GERMAN EARLY 19TH CENTURY MAHOGANY AND GILT BRONZE MOUNTED CONSOLE TABLE

Attributed to Johannes Klinkerfuss, (1770–1831) and Casimir Münch, Stuttgart

The dished white marble top above an ornately cast frieze above two bulbous front supports cast with flower heads on a flame mahogany plinth base, 129cm wide x 51.5cm deep x 84.5cm high, (50.5in wide x 20in deep x 33in high)

£40,000 - 60,000

€46,000 - 69,000

US\$52,000 - 77,000

The distinct design of the gilt bronze front vase-shaped supports of this console table are a signature style of Johannes Klinkerfuss and Casimir Münch.

Johannes Klinkerfuss was arguably one of the most important German cabinet makers of the early 19th century. He started his career being trained by his father Philipp Klinkerfuss and Hartmann Gürtler in 1789 in the workshop of David Roentgen in Neuwied where after he moved to Bayreuther Hof of Herzog Friedrich Eugen von Württemberg, where he oversaw the furnishing of Schloss Fantaisie. From 1795 onwards Klinkerfuss worked in the herzogliche Kabinettschreinerei for the Stuttgarter Hof, where he went on to become the cabinet-maker for Duke Frederick II of Württemberg (later the first King of Württemberg). In 1812 Klinkerfuss opened his own workshop in Stuttgart making furniture and works of art in the Empire style. Little is known about Casimir Münch who held the position of Hofziseleur at the Court of Stuttgart.

Several examples of furniture with the same design have been auctioned in the last decade, including a jardinière sold at Sotheby's, New York, Important Furniture and Carpets Sale, 8 May 2009, lot 191 which sold for \$53,125 (including buyers premium), and another jardinière sold at Christie's, 500 Years of Decorative Arts Europe Sale, 8 July 2010, lot 96 which sold for £18,750 (including buyers premium).

What makes the above lot so interesting and very rare is this that is an item of furniture with these distinct vase-shaped supports: something not seen at auction in recent times.



A Bavarian Collection

Lots 62 - 92







62 TP

A LARGE NEAR PAIR OF VERONESE MARBLE COLUMNS

The removable capitals with squared tops above turned flared bodies, *Including square tops, 30cm wide, 30cm deep, 206cm high (11 1/2in wide, 11 1/2in deep, 81in high) (2)*

£3,000 - 5,000

€3,500 - 5,800

US\$3,900 - 6,400

63 TP

A PAIR OF EARLY 18TH CENTURY CARVED LIMWOOD ANGELS IN FLIGHT

In the manner of Johann Paul Czechpauer, Bohemia

Mounted on black painted iron stands, *Size, not including stands, 71cm wide, 41cm deep, 103cm high (27.5in wide, 16in deep, 40.5in high) and 99cm high (2)*

£5,000 - 8,000

€5,800 - 9,300

US\$6,400 - 10,000

The style of these angels which unusually are in 'small life-size' - is characteristic of Czech Rococo wood carving at its best, for the delicacy of its sentiments and the extraordinary fluttering drapery.

See: The Arts Council of Great Britain, *Baroque in Bohemia*, exh. cat., Victoria & Albert Museum, London; and City Museum & Art Gallery, Birmingham, 1969, no. 39, a wooden model for a figure of the Madonna Immaculate on the façade of the abbey church of Strahov, Prague, after 1745.

64

AN 18TH CENTURY PAINTED IRON ARMORIAL BADGE

Of oval form and painted with a coat of arms within a cartouche, the reverse with two loops for attachment, *9.5cm wide, 1.5cm deep, 12.5cm high (3 1/2in wide, 0 1/2in deep, 4 1/2in high)*

£150 - 200

€170 - 230

US\$190 - 260



62



63



65

**65
A PAIR OF 18TH CENTURY CARVED WOOD POLYCHROME
FIGURES OF FEMALE SAINTS**

Each in a standing pose and in medieval dress, on shaped plinth bases, 17cm wide, 9.5cm deep, 31cm high (6.5in wide, 3.5in deep, 12in high) (2)

£600 - 800

€690 - 930

US\$770 - 1,000

**66
A SPANISH 16TH/ 17TH CENTURY CARVED FRUITWOOD
PANEL FRAGMENT DEPICTING ST. PETER**

Carved in a walking pose holding a Bible and two oversized keys, standing on a scrolled cartouche, 15cm wide, 4cm deep, 42.5cm high (5.5in wide, 1.5in deep, 16 1/2in high)

£700 - 1,000

€810 - 1,200

US\$900 - 1,300

**67
A PORTUGUESE LATE 17TH CENTURY CARVED OLIVE WOOD
GROUP OF THE VIRGIN MARY HOLDING THE CHRIST CHILD
AND ST ANNE**

Mary seated and dressed in flowing robes with a serene expression, whilst Christ and St. Anne study the Bible, 38cm wide, 33cm deep, 75cm high (14 1/2in wide, 12 1/2in deep, 29 1/2in high)

£2,500 - 3,500

€2,900 - 4,000

US\$3,200 - 4,500

**68 TP
A SOUTH GERMAN 17TH CENTURY CARVED POLYCHROME
DECORATED FIGURE OF SAINT HUBERT**

The figure carved in a standing pose with his right hand to his chest and his left hand holding a crossbow, with a stag at his feet in a recumbant position, on a naturalistic base, 42cm wide, 33cm deep, 122cm high (16.5in wide, 12.5in deep, 48in high)

£6,000 - 8,000

€6,900 - 9,300

US\$7,700 - 10,000



66

Saint Hubert was an 8th century Bishop of Maastricht and is the patron saint of hunters.

**69
A 19TH CENTURY CARVED POLYCHROME-DECORATED
FIGURE OF SATAN**

Carved with a happy expression and his head thrown back and left hand to his head, emerging from between two green rocks, on an integral blue painted plinth base, 25cm wide, 13cm deep, 42cm high (9.5in wide, 5in deep, 16.5in high)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500

**70
A SOUTH GERMAN CARVED GILTWOOD AND POLYCHROME
DECORATED FIGURE OF THE MADONNA AND CHILD**

Early 18th century
Dressed in gilded blue and red robes, crowned and holding a sceptre in her right hand, the Child and orb in her left hand, standing on a crescent moon and circular plinth base, 23cm wide, 16cm deep, 46cm high (9in wide, 6in deep, 18in high)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

The crescent moon under the Madonna's foot symbolises her chastity.



67



68



69



70



71

71
GERMAN SCHOOL 16TH CENTURY

The Annunciation
 a pair, oil on panel
 39.2 x 17cm (15 7/16 x 6 11/16in).
 Framed as one (2)

£4,000 - 6,000
 €4,600 - 6,900
 US\$5,200 - 7,700

72
FOLLOWER OF HENDRICK VAN BALEN (ANTWERP 1575-1632)

The Madonna and Child in a landscape
 oil on panel
 22.6 x 39.5cm (8 7/8 x 15 9/16in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

73
ITALIAN SCHOOL, CIRCA 1800

Figures in an Italianate landscape
 oil on canvas
 58.5 x 73cm (23 1/16 x 28 11/16in).

£1,500 - 2,000
 €1,700 - 2,300
 US\$1,900 - 2,600



72



73



74

74 TP

A LARGE CARVED LIMESTONE CORINTHIAN CAPITAL

12th/ 13th century, South West France
 56cm wide, 54cm deep, 45cm high (22in wide, 21in deep, 17.5in high)

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900

76

AN 18TH CENTURY CARVED GILTWOOD AND POLYCHROME PANEL

The scrolled cartouche centred by a putto mask, 19.5cm wide, 2cm deep, 16cm high (7.5in wide, 0.5in deep, 6in high)

£200 - 300
 €230 - 350
 US\$260 - 390

75 TP

AFTER THE ANTIQUE, A CARVED STONE TORSO OF BACCHUS

Italian
 Holding fruit in one hand, on a later stone and marble inlaid pedestal, 46cm wide, 26cm deep, 71cm high (18in wide, 10in deep, 27 1/2in high) The pedestal, 44cm x 44cm x 78cm, together 164cm high (2)

£8,000 - 12,000
 €9,300 - 14,000
 US\$10,000 - 15,000





77

77
CIRCLE OF ERASMUS GRASSER (CIRCA 1450-CIRCA 1515), AN IMPORTANT SOUTH GERMAN LATE 15TH CENTURY CARVED LIMEWOOD FIGURE GROUP OF THE DEPOSITION

With five figures mourning and cradling Christ's body into the tomb, on a later velvet stand, 64cm wide, 16cm deep, 40cm high (25in wide, 6in deep, 15 1/2in high)

£20,000 - 30,000
 €23,000 - 35,000
 US\$26,000 - 39,000

Bearing the influence of Donatello's Deposition in Padua, our example was probably originally part of an altar predella due to its relatively narrow format.

The piece is composed of six figures: Christ, Mary, the youthful St. John consoling her, Joseph of Arimathea, cradling Christ's torso, Nicodemus, identifiable by his turban, with the final figure being unidentified.

The figures bear Grasser's stylistic signatures in his interlocking of figures on different planes of the composition. The features on the mourners include the distinctive carving of the noses and the naturalistic handling of the beards and hair. Although not attributable to the Munich Master this piece certainly displays a knowledge and appreciation of his work.

78 TP
A LARGE CARVED FRUITWOOD FIGURE OF ST. BARBARA

Early 16th century
 The standing figure wearing a Gothic crown on flowing hair and robes, holding a tower, traces of original paint remain, some later elements, 32cm wide, 26cm deep, 106cm high (12.5in wide, 10in deep, 41.5in high)

£8,000 - 12,000
 €9,300 - 14,000
 US\$10,000 - 15,000

St Barbara, the patron Saint of Armourers was a 3rd century figure, whose story was first told in the 7th century. Her father was a nobleman who built a tower to lock his daughter in, preventing her meeting any suitors. She managed to see a Priest who came disguised as a doctor and who baptised her, she was eventually killed by her father who was then struck down by lightning. She is represented in symbolism by the tower which once held her captive.



78



79



81



80



82

79

A 19TH CENTURY RAM'S HORN AND CARVED AND POLYCHROME DECORATED TROPHY HEAD OF A RAM

The natural spiralled horns attached to a carved and painted wooden head, set against a trophy shield, 59cm wide, 26cm deep, 27cm high (23in wide, 10in deep, 10 1/2in high)

£600 - 800

€690 - 930

US\$770 - 1,000

80

A BRONZE CORPUS CHRISTI

17th century

Later mounted on a red velvet background, 8cm wide, 1.5cm deep, 10cm high (3in wide, 0.5in deep, 3.5in high)

£300 - 500

€350 - 580

US\$390 - 650

81

A KASHAN LUSTRE POTTERY DISH

Persia, early 13th Century

Of shallow rounded form with flattened rim on a short foot, decorated in a brownish gold lustre, inscriptions to rim (extensive repairs) 32cm diameter (12 1/2 in)

£1,000 - 1,500

€1,200 - 1,700

US\$1,300 - 1,900

Inscriptions: a benedictory couplet in Persian, a Persian quatrain and some benedictory words in Arabic.

The present lot can be seen as an example of the 'Kashan' style of lustre decoration, which is characterized by the artist's treatment of the background. Whereas other styles tended towards the division of principal design elements with unfilled space, here the artists favored added detail using the sgraffiato technique. For a similar dish from the Rafi Y. Mottahedeh Collection sold at Bonhams New York see Indian, Himalayan & South Asian Art, 17 September 2014, lot 228.

82

A 13TH CENTURY CARVED FRUITWOOD POLYCHROME FIGURE OF THE PIETA

Mary in flowing robes with Christ laid across her, traces of original paint, 5.5cm wide, 4cm deep, 10cm high (2in wide, 1.5in deep, 3.5in high)

£800 - 1,200

€930 - 1,400

US\$1,000 - 1,500



83



85



84



86

83
**A SPANISH 17TH CENTURY HISPANO-MOESQUE
 LUSTRE CHARGER**

Centred by a stylised flowerhead,
 31cm diameter

£300 - 500
 €350 - 580
 US\$390 - 650

84
**A PAIR OF 18TH CENTURY CARVED GILTWOOD
 FLORAL-FILLED URNS**

The urns of tapering form and with gadrooned sides, issuing flowers
 and foliage, 12cm wide, 5cm deep, 32cm high (4.5in wide, 1.5in deep,
 12.5in high) (2)

£400 - 600
 €460 - 690
 US\$520 - 770

85
**A PAIR OF SPANISH 17TH CENTURY CARVED WALNUT
 CORINTHIAN CAPITALS**

With traces of original polychrome decoration, 17cm wide, 16cm deep,
 20cm high (6.5in wide, 6in deep, 7.5in high) (2)

£600 - 1,000
 €690 - 1,200
 US\$770 - 1,300

86
AN ITALIAN 16TH CENTURY POLYCHROME PAINTED PANEL

Decorated with an acanthus frond,
 23cm wide, 4cm deep, 20cm high (9in wide, 1.5in deep, 7.5in high)

£300 - 500
 €350 - 580
 US\$390 - 650



87 TP

A PAIR OF CARVED STONE STYLOBATE LIONS

13th/ 14th century

Each carved with flowing manes holding heraldic shields carved with a double-headed eagle, the other with a lozenge chequer board design, seated on plinths, *restorations 23cm wide, 49cm deep, 56cm high (9in wide, 19in deep, 22in high) (2)*

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 26,000

Lions were commonly used in 13th and 14th century architecture, particularly to support columns such as this pair, which would have originally had columns attached to their backs and probably flanked a small doorway. Lions symbolised strength, making their use even more appropriate in supporting architectural features. Comparable stone Stylobate Lions can be found in public collections across the world including The Metropolitan Museum, number 53.64.2.





88



89



90

88

**FOLLOWER OF HYACINTHE RIGAUD
(PERPIGNAN 1659-1743 PARIS)**

Portrait of a Gentleman, half-length
oil on canvas
23.2 x 18.2cm (9 1/8 x 7 3/16in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600

89

**FOLLOWER OF DAVID TENIERS
THE YOUNGER
(ANTWERP 1610-1690)**

Figures playing skittles
bears initials 'DT' (lower left)
oil on panel
24.1 x 34.2cm (9 1/2 x 13 7/16in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,600

90

GERMAN SCHOOL, 19TH CENTURY

A hilly landscape with a church
oil on canvas
42.5 x 60cm (16 3/4 x 23 9/16in).

£600 - 800
€690 - 930
US\$770 - 1,000

91

**A PAIR OF SPANISH 16TH CENTURY GILTWOOD
AND POLYCHROME DECORATED PILASTERS**

Decorated with grotesque masks, arabesques and
figures depicting the paths to Heaven and Hell, 23cm
wide, 10cm deep, 135cm high (9in wide, 3.5in deep,
53in high) (2)

£5,000 - 7,000
€5,800 - 8,100
US\$6,400 - 9,000

Influenced by the Roman frescoes of Nero's palace
which was visited by Raphael (amongst others)
following its rediscovery in the 1480s. They gained
new life as they were reinterpreted in the Papal
Palace of Julius II and Leo X. Stylistically there are
similarities between the pilasters and architectural
features in 16th century South European churches,
notably the stonework of Lyon Cathedral, the Church
of Saint Spiritus in Salamanca and at Fachada del
Ayuntamiento in Seville.

We can read the pilasters together as symbolising life
and death. The first column's mask with open eyes
and mouth staring straight out at the viewer above a
Herculean figure with martial elements suspended
from his arms symbolises life.

The second pilaster leads the viewer to death, with
the mask's eyes and mouth closed and lifeless and
martial trophies arranged behind. The headless and
armless Tritons hung back to back, all enclosed
by the Cherub head representing Heaven and the
momento mori skull representing Hell.

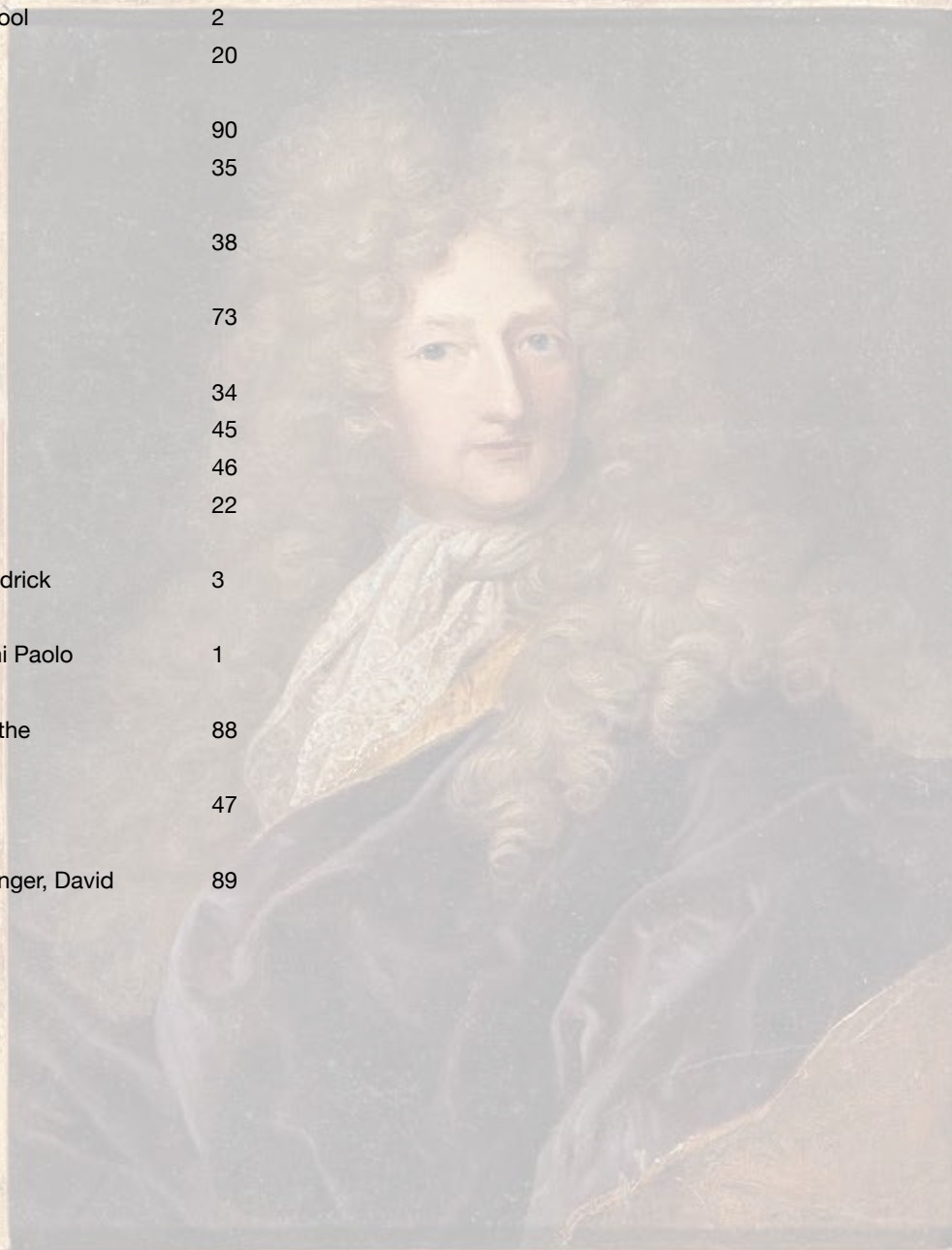


91

END OF SALE

Index

B	
Balen, Hendrick van	72
Bolognese School	2
Bonavia, Carlo	20
G	
German School	90
Guilmet	35
H	
Hoyer	38
I	
Italian School	73
L	
Landry	34
Le Bepptter	45
Le Sieur	46
LePaute	22
M	
Mommers, Hendrick	3
P	
Panini, Giovanni Paolo	1
R	
Rigaud, Hyacinthe	88
S	
Sirost	47
T	
Teniers the Younger, David	89



Bonhams

AUCTIONEERS SINCE 1793



Nicky Haslam

The Contents of The Hunting Lodge

New Bond Street, London | 20 November 2019 at 3pm

ENQUIRIES

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Photo:
Simon Upton/The Interior Archive

Bonhams

AUCTIONEERS SINCE 1793



Important Design

New Bond Street, London | 27 November 2019

ENQUIRIES

Thomas Moore

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thomas.moore@bonhams.com

[bonhams.com/departments/HAI/](https://www.bonhams.com/departments/HAI/)

**A FRENCH MID-19TH CENTURY ORMOLU,
SILVERED METAL, AVENTURINE GLASS
AND BLUE COLOURED GLASS MOUNTED
EBONY AND EBONISED BREAKFRONT
MEUBLE D'APPUI**

probably made for the Ottoman or Russian market
£60,000 – 80,000 *

Bonhams

AUCTIONEERS SINCE 1793



Fine Chinese Art

New Bond Street, London | 7 November 2019, 10:30am

VIEWING

3 - 6 November 2019

ENQUIRIES

+44 (0)20 7468 8248
chinese@bonhams.com
bonhams.com/chinese

Property from the Collection of John J. Studzinski CBE

A CARVED POLYCHROME LIMESTONE HEAD OF BUDDHA SUI DYNASTY

36cm (14 1/4in) high

£40,000-60,000

Provenance: Jacques Barreres, Paris

Bonhams

AUCTIONEERS SINCE 1793



Fine Clocks

New Bond Street, London | 11 December 2019

ENQUIRIES

James Stratton MRICS
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[bonhams.com/clocks](https://www.bonhams.com/clocks)

**AN IMPORTANT LATE 17TH
CENTURY ITALIAN NIGHT
CLOCK BY TOMMASO CAMPANI,
DATED 1682**

£150,000 - 200,000 *

PROVENANCE

From a Private Roman Collection

* For details of the charges payable in addition to the final hammer price, please visit [bonhams.com/buyersguide](https://www.bonhams.com/buyersguide)

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

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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*.

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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 *Buyer's*. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular Lot, you must draw this to the attention of the *Auctioneer* before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered 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 £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £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).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* as used) 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 'S58' 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 pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we 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 and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
Δ Wines lying in Bond.
AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

*, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or 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, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *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.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *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 Glossary);
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* 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.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.
5	RISK, PROPERTY AND TITLE	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):
6	PAYMENT	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9	THE SELLER'S LIABILITY
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.3	to retain possession of the <i>Lot</i> ;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
7	COLLECTION OF THE LOT	8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
		8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.5 If any term or any part of any term of the <i>Contract for Sale</i> 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 <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.	1 THE CONTRACT 1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> . 1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i> , printed in the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation. 10.8 In the <i>Contract for Sale</i> "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 <i>Contract for Sale</i> . 10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> . 10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.	1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> . 1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.	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 <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5; 1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;	
10	MISCELLANEOUS		
10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.	
10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i> , warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .	
10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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 <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.	1.5.4 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, <i>Guarantee</i> , warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .	
11	GOVERNING LAW		
APPENDIX 2	BUYER'S AGREEMENT WITH BONHAMS	2 PERFORMANCE OF THE CONTRACT FOR SALE	
IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.		You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> . 3 PAYMENT AND BUYER WARRANTIES	
		3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> : 3.1.1 the <i>Purchase Price</i> for the <i>Lot</i> ;	

3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and	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;	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .
3.1.3	if the <i>Lot</i> is marked [A ^R], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>VAT</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .	3.10.4	items purchased by you and your Principal through <i>Bonhams</i> 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	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	3.10.5	that you consent to <i>Bonhams</i> 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.	5	STORING THE LOT
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.	3.11	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 anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i> , to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i> , postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.	6	RESPONSIBILITY FOR THE LOT
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to <i>VAT</i> at the appropriate rate and <i>VAT</i> will be payable by you on all such sums.	4	COLLECTION OF THE LOT	6.1	Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>VAT</i> and any interest earned and/or incurred until payment to the <i>Seller</i> .	4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.	6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .	4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> 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 <i>Seller</i>):
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:	4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus <i>VAT</i> per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.1	to terminate this agreement immediately for your breach of contract;
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. Department 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	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.2	to retain possession of the <i>Lot</i> ;
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.	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all	7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
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.			7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;
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;				

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;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) 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 <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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 <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , 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 <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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	10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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 <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

10.3.2	<p>Unless you buy the <i>Lot</i> as a <i>Consumer</i>, in any circumstances where we are liable to you in respect of a <i>Lot</i>, 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) 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.</p> <p>You may wish to protect yourself against loss by obtaining insurance.</p>	<p>the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.</p> <p>If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i>, we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i>.</p> <p>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 <i>Lot</i>, all rights and benefits under this paragraph will cease.</p>	<p>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.</p>
10.4	<p>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.</p>	<p>12 MISCELLANEOUS</p> <p>12.1 You may not assign either the benefit or burden of this agreement.</p> <p>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.</p>	<p>12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i>, it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.</p>
11	<p>BOOKS MISSING TEXT OR ILLUSTRATIONS</p> <p>Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i>"), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:</p> <p>the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and</p> <p>you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i>, and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i>; and</p> <p>within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i>, accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i>.</p> <p>but not if:</p> <p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or</p> <p>the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or</p> <p>it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or</p> <p>the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or</p>	<p>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.</p> <p>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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (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.</p> <p>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.</p> <p>12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.</p> <p>12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.</p> <p>12.8 In this agreement "including" means "including, without limitation".</p> <p>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.</p> <p>12.10 Reference to a numbered paragraph is to a paragraph of this agreement.</p> <p>12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to</p>	<p>13 GOVERNING LAW</p> <p>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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.</p> <p>DATA PROTECTION – USE OF YOUR INFORMATION</p> <p>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 <i>Website</i> 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.</p> <p>APPENDIX 3</p> <p>DEFINITIONS AND GLOSSARY</p> <p>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.</p> <p>LIST OF DEFINITIONS</p> <p>"Account" the bank account of <i>Bonhams</i> into which all sums received in respect of the <i>Purchase Price</i> of any <i>Lot</i> will be paid.</p> <p>"Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i>, to cover <i>Bonhams'</i> Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>).</p> <p>"Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i>.</p> <p>"Bidder" Any person considering, attempting or making a Bid, including those who have completed a <i>Bidding Form</i>.</p> <p>"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.</p> <p>"Bonhams" <i>Bonhams</i> 1793 Limited or its successors or assigns. <i>Bonhams</i> is also referred to in the <i>Buyer's Agreement</i>, the Conditions of Business and the <i>Notice to Bidders</i> by the words "we", "us" and "our".</p> <p>"Book" a printed <i>Book</i> offered for <i>Sale</i> at a specialist <i>Book Sale</i>.</p> <p>"Business" includes any trade, <i>Business</i> and profession.</p>

"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, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

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

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

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

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

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

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

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

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

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

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

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

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

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

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

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

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

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

"lien": a right for the person who has possession of the *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 made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Aboriginal Art

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• Indicates independent contractor

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Registration and Bidding Form

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Sale no.	25998	Sale venue:	New Bond Street												
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Customer Number		Title													
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Company Registration number (if applicable)															
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