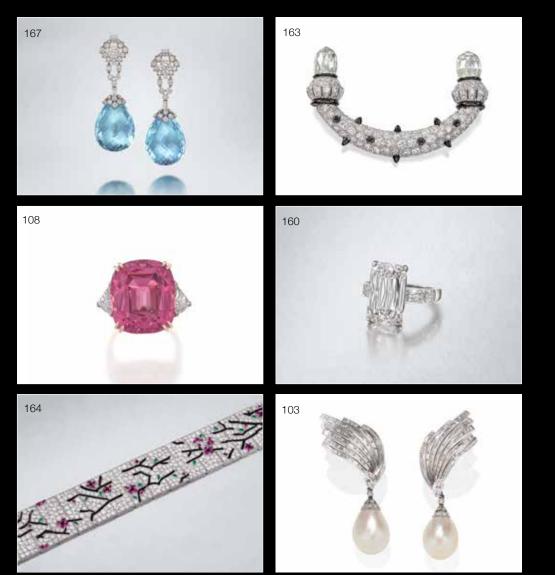
Bonhams

London Jewels

New Bond Street, London I 4 December 2019



London Jewels



167 A PAIR OF AQUAMARINE AND DIAMOND PENDENT EARRINGS, BY CARTIER, CIRCA 1935

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AN ART DECO DIAMOND, ONYX AND ENAMEL BROOCH, ATTRIBUTED TO LACLOCHE FRÈRES, CIRCA 1920

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A SPINEL AND DIAMOND RING

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AN ART DECO DIAMOND, ENAMEL AND GEM-SET PICTURE BRACELET, ATTRIBUTED TO LACLOCHE FRÈRES, CIRCA 1925

103

A PAIR OF NATURAL PEARL AND DIAMOND EARCLIPS, BY STERLÉ, CIRCA 1950

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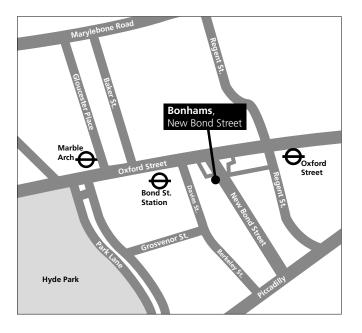
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SALE NUMBER

25316

CATALOGUE

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Front cover: Lot 168 Back cover: Lot 137 Inside front cover: Lot 165 Inside back cover: Lot 24

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The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.

Please note that irrespective of origin, jadeite and rubies (and any jewellery pieces that contain them) may now be imported into the United States.

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AN ART DECO DIAMOND FLOWER BROOCH, BY HENNELL, CIRCA 1930

The lotus flower set throughout with old brilliant and single-cut diamonds and a central pear-shaped diamond, mounted in platinum, *diamonds approximately 5.50 carats total, signed Hennell, later brooch fitting, length 3.9cm*

£6,000 - 8,000 US\$7,800 - 10,000

2

A BELLE ÉPOQUE PERIDOT AND DIAMOND BROOCH, CIRCA 1910

The cut cornered step-cut peridot within a rose-cut diamond garland surround, width 2.8cm, cased by Mallett, The Octagon, Bath & 40 New Bond St London

£3,000 - 5,000 US\$3,900 - 6,500

3

AN ENAMEL, MOONSTONE AND DIAMOND BROOCH, BY CARLO GIULIANO, CIRCA 1885

The highly stylised peacock tail applied with orangy-red, blue and black enamel feathers, with circular cabochon moonstones 'eyes' and rose-cut diamond accents, mounted in gold, *maker's mark CG, width* 6.2cm, fitted case by Wartski, 14 Grafton St, London

£4,000 - 6,000 US\$5,200 - 7,800

4

AN ANTIQUE AMETHYST INTAGLIO AND DIAMOND CLUSTER RING

The oval amethyst carved to depict Mercury holding the caduceus accompanied by his attributes; the cockerel, goat and tortoise, all within a surround of old brilliant-cut diamonds, between carved and scrolled shoulders, mounted in silver and gold, *ring size* PV_2

£4,000 - 6,000 US\$5,200 - 7,800

5

A NATURAL PEARL AND DIAMOND SAUTOIR, CIRCA 1915

The five-strand natural pearl sautoir to a finely pierced cupola surmount of Persian inspiration, set throughout with old brilliant-cut diamonds, suspending a natural pearl tassel, mounted in platinum, *lengths: necklace 56.7cm*, *tassel 8.6cm*, *fitted case by Tessiers Ltd*, 26 New Bond Street London

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pearls are natural, saltwater. Report number 18012, dated 5 November 2019.









6

A GOLD AND GEM-SET BRACELET, CIRCA 1830

Composed of a series of bombé plaques decorated with tri-coloured flowerhead clusters accented by vari-cut gemstones, including ruby, amethyst, peridot, opal, interspersed with plaques applied with a cabochon turquoise 'VENICE' inscription, filigree and beaded detail throughout, *length 19.1cm*, *original fitted case*

£4,000 - 6,000 US\$5,200 - 7,800

7

A DIAMOND SINGLE-STONE RING

The collet-set brilliant-cut diamond, weighing 6.27 carats, within a mount of hoop design, *ring size* N

£25,000 - 35,000 US\$32,000 - 45,000

AN OPAL BANGLE, CIRCA 1900

The openwork knife-edge bangle set with a graduated row of oval cabochon opals, *inner diameter 6.0cm, cased by F.Allerding & Son, Sydney, N.S.W*

£5,000 - 7,000

US\$6,500 - 9,100

9

8

AN EMERALD AND DIAMOND PENDANT

The fluted emerald bead, weighing 28.22 carats, suspended from an openwork scrolled surmount set throughout with old brilliant-cut diamonds, with fancy-link backchain, *length 45.2cm*

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GRS stating that the emerald is of Colombian origin, with minor clarity enhancement. Report number 2019-017159, dated 8 January 2019.

6 | BONHAMS

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.



AN EMERALD AND DIAMOND PENDANT, CIRCA 1900

The openwork quatrefoil plaque of scrolling wirework set at the centre with a cushion-shaped emerald within borders of rose-cut diamonds, trefoils of circular-cut emeralds and old brilliant-cut diamonds at the cardinal points, mounted in silver and gold, *unsigned, principal emerald approximately 8.50 carats, length 7.0cm, fitted case by Mrs Newman, 10 Savile Row*

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from GCS stating that the emerald is of Colombian origin, with moderate amount of oil in fissures. Report number 80239-24, dated 28 October 2019.

Charlotte Isabella Newman (1836-1920) is considered the first important female jeweller of the 19th century, known for her technical skills in producing both ancient and 19th century style jewels. She worked alongside John Brogden for many years and their collaboration earned them the médaille d'honneur at the 1878 Paris Exhibition. After his death, in 1884, she started her own business under the name Mrs Newman, employing many of Brogden's craftsmen, and cementing her place in an industry traditionally dominated by men.

11

AN UNMOUNTED HARDSTONE INTAGLIO, 19TH CENTURY

The oval hardstone depicting Pan giving advice to Psyche, *length* 2.7cm

£2,500 - 3,000 US\$3,200 - 3,900







A DIAMOND THREE-STONE RING

The cushion-shaped diamond, weighing 1.75 carats, between pearshaped diamonds, *remaining diamonds approximately 2.00 carats total, ring size K*

£5,000 - 7,000 US\$6,500 - 9,100

13

AN EARLY 20TH CENTURY DIAMOND AND SEED PEARL NEGLIGÉE PENDANT

The old brilliant-cut diamond and seed pearl surmount suspending two knifewire drops set with rose-cut diamonds, one side terminating in an old brilliant-cut diamond, weighing 5.46 carats, on a trace-link chain, mounted in platinum and gold, *one knifewire with diamond drop deficient, Dutch assay marks, length 41.5cm*

£40,000 - 60,000 US\$52,000 - 78,000

Accompanied by a report from De Beers stating that the diamond is G colour, VVS2 clarity. Report number 01000021166, dated 20 June 2019.

14

A MID 20TH CENTURY PINK SAPPHIRE AND DIAMOND THREE-STONE RING

The cushion-shaped pink sapphire, weighing 2.33 carats, between two old brilliant-cut diamonds, *diamonds approximately 0.90 carat* each, ring size L

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the pink sapphire is of Burmese origin, with no evidence of heat treatment. Report number 17610, dated 30 July 2019.



A PAIR OF NATURAL PEARL AND DIAMOND PENDENT EARRINGS

Each cushion-shaped diamond surmount, suspending a natural pearl drop, measuring 8.2mm-8.6mm or 8.4mm-8.5mm, within a single-cut diamond surround and single-cut diamond foliate cap, *19th century composite, length 3.2cm*

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from the Gem and Pearl Laboratory stating that the pearls are natural saltwater. Report number 17866, dated 11 October 2019.

16

A CULTURED PEARL NECKLACE WITH A 19TH CENTURY NATURAL PEARL AND DIAMOND CLASP

The four rows of cultured pearls, measuring 3.4mm-7.0mm, with an openwork quatrefoil clasp set with old brilliant and rose-cut diamonds and with a central natural pearl, measuring 9.6mm x 11.2mm, mounted in silver and gold, *length of shortest row 39.5cm*

£4,000 - 6,000 US\$5,200 - 7,800

Accompanied by a report from the Gem and Pearl Laboratory stating that the pearl in the clasp is natural, saltwater. Report number 17868, dated 11 October 2019.



A MULTI-COLOURED NATURAL PEARL AND DIAMOND NECKLACE AND EARRING SUITE

The necklace designed as a graduated series of bouton-shaped natural pearls of various bodycolours, measuring 4.9mm-10.4mm, each interspersed with an old brilliant-cut diamond, suspending a line of similarly-set natural pearls and old brilliant-cut diamonds, the earrings of complimentary design, *diamonds approximately 4.10 carats total, lengths: necklace 41.2cm, earrings 2.6cm, cased and boxed by SJ Phillips Ltd, 139 New Bond St, London*

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from the Gem & Pearl Laboratory stating that the necklace has two natural freshwater pearls and forty natural saltwater pearls, the earrings have four natural saltwater pearls. Report number 18004, dated 1 November 2019.

18

A DIAMOND NECKLACE AND EARRING SUITE, BY GARRARD

Converted from a tiara/necklace combination, circa 1890, the necklace of garland design and formed as a series of graduated openwork plaques with scrolling foliate and flowerhead decoration, set throughout with old brilliant-cut diamonds and interspersed by similarly-set drops of complementary design, the earrings converted from two necklace drops, the central cartouche detachable and with brooch and pendant fittings, the pendant with an associated surmount set with a pear-shaped rose-cut diamond, *diamonds approximately 20.00 carats total, lengths: necklace 43.3cm, earrings 3.5cm, fitted case by Garrard & Co Ltd*

£15,000 - 20,000 US\$19,000 - 26,000



A DIAMOND SINGLE-STONE RING The brilliant-cut diamond, weighing 5.37 carats, within a four-claw setting, ring size P1/2

£12,000 - 15,000 US\$16,000 - 19,000





A DIAMOND TIARA, CIRCA 1830

Set with a central old brilliant-cut diamond cluster between a graduated series of openwork scrolls set with old brilliant and singlecut diamonds, above a band of similarly-cut diamonds, mounted in silver and gold, *diamonds approximately 6.35 carats total, additional brooch fitting, width 9.7cm, box by Tessiers Ltd, 26 New Bond St, London*

£5,000 - 7,000 US\$6,500 - 9,100

21 ^Ω

A DIAMOND BRACELET, CIRCA 1800

Formed of interlocking scrolls set with old brilliant-cut diamonds, each central diamond in an openwork surround of foliate design, closed-back settings throughout, mounted in silver, *length 18.0cm*

£12,000 - 18,000 US\$16,000 - 23,000

Provenance:

The Hon. Mrs Alicia Pearson (1893-1974); Thence by descent

See lot 24 for a tiara/necklace from the same collection.



21 (front and back)



A DIAMOND BROOCH, CIRCA 1800

The central cluster between undulating scrolls, set throughout with pear-shaped, cushion-shaped and old brilliant-cut diamonds, above a three-row band of rose-cut diamonds, closed-back settings throughout, mounted in silver and gold, *probably converted from a hair ornament, length 10.8cm*

£3,000 - 5,000 US\$3,900 - 6,500

23

AN 18TH CENTURY TOPAZ GIRANDOLE BROOCH AND A PAIR OF TOPAZ EARRINGS

The stylised brooch of foliate design, decorated throughout with varicut topaz, suspending three similarly-set drops, foiled and closed-back settings throughout, mounted in silver, the associated pair of topaz earrings of similar design, *lengths: brooch 5.6cm, earrings 3.1cm*

£5,000 - 7,000 US\$6,500 - 9,100





24 ^Ω

A MID 19TH CENTURY DIAMOND TIARA/NECKLACE COMBINATION

Formed as a graduating series of scrolling volutes, set throughout with cushion-shaped and old brilliant-cut diamonds, culminating at the centre in a similarly set floral and foliate cartouche, with a central pear-shaped diamond, weighing approximately 2.26 carats, the whole converting to a necklace and the centrepiece detaching to form a brooch, mounted in silver and gold, *remaining diamonds approximately* 50.00 carats total, later brooch fitting, fitted case, accompanied by tiara frame and screwdriver

£30,000 - 50,000 US\$39,000 - 65,000

Provenance:

The Hon. Mrs Alicia Pearson (1893-1974); Thence by descent

The Hon. Alicia Mary Dorothea Knatchbull-Hugessen married Major Hon. Bernard Clive Pearson, the younger son of Weetman Dickinson Pearson, 1st Viscount Cowdray in 1915.

From 1922 they lived at Parham House in Sussex, which they purchased from the 13th Lady Zouche. Parham House was home to evacuee children and Canadian soldiers during World War Two, and in 1948 was subsequently opened to the public.

Parham House remains home to the Pearson family and is renowned for its important collection of early needlework, pictures, and furniture.

See lot 21 for a bracelet from the same collection.



24 (actual size)

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.









25

A PAIR OF ART DECO JADEITE AND DIAMOND PENDENT EARRINGS, CIRCA 1930

Each shield-shaped pendant set with an oval jadeite cabochon suspended from an arrow-shaped surmount via articulated chains, set throughout with old brilliant and single-cut diamonds, mounted in platinum, *diamonds approximately 2.00 carats total, jade untested, length 4.7cm, fitted case by Garrard & Co Ltd*

£4,000 - 6,000 US\$5,200 - 7,800

26

AN ART DECO RUBY AND DIAMOND PALM TREE BROOCH, CIRCA 1930

The palm tree set throughout with baguette and single-cut diamonds, suspending cabochon ruby coconuts, with baguette-cut diamond pyramids behind, mounted in platinum, *length 3.8cm*

£6,000 - 8,000 US\$7,800 - 10,000 This brooch is similar to the palm tree brooches made by Cartier during the second quarter of the 20th century. The platinum examples were often set throughout with diamonds or with coloured gemstone coconuts or fruits. For examples of diamond palm tree brooches by Cartier, see Cologni, F and Nussbaum, N, 'Platinum by Cartier; Triumphs of the Jewellers' Art', Harry N. Abrams, Inc, 1996, pp. 214 - 215.

27

AN ART DECO ONYX AND DIAMOND BRACELET, CIRCA 1930

Set with a central row of polished onyx plaques, interspersed with old brilliant-cut diamonds and between a similarly-set border, mounted in platinum, *diamonds approximately* 16.75 carats total, length 17.0cm, cased by J.E Caldwell & Co., Philadelphia

£8,000 - 10,000 US\$10,000 - 13,000



AN ART DECO GOLD, ENAMEL AND AMAZONITE BRACELET, BY LACLOCHE FRÈRES, CIRCA 1930

Each plaited gold link with a black enamel lozenge to the centre, with buff-top amazonites between, signed Lacloche Frères / Paris, French assay marks, length 18.8cm

£8,000 - 10,000 US\$10,000 - 13,000

Illustrated:

Laurence Mouillefarine & Véronique Ristelhueber, 'Lacloche Joailliers', Éditions Norma, 2019, p.228

29

AN ART DECO TOPAZ AND DIAMOND RING, CIRCA 1930

The cut-cornered step-cut orange topaz, weighing 33.80 carats, between scrolled shoulders set with brilliant-cut and single-cut diamonds, mounted in platinum, *ring size* $J^{1/2}$

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from the Gem & Pearl Laboratory stating that the topaz is natural Imperial Topaz. Report number 18002, dated 1 November 2019.



AN ART DECO DIAMOND DOUBLE-CLIP BROOCH, CIRCA 1930

The circular discs of openwork buckle design, set throughout with brilliant-cut diamonds, with baguette-cut diamond highlights, mounted in gold, *diamonds approximately 10.60 carats total, Dutch assay marks and import marks, length 5.0cm*

£6,000 - 8,000 US\$7,800 - 10,000

31

AN ART DECO FIRE OPAL, ONYX AND DIAMOND RING, CIRCA 1920

The step-cut fire opal within a surround of single-cut diamonds, between shoulders set with calibré-cut onyx, mounted in platinum, *fire opal approximately 4.60 carats, ring size N*

£4,000 - 6,000 US\$5,200 - 7,800

32

AN ART DECO SAPPHIRE AND DIAMOND BROOCH AND BRACELET, CIRCA 1930

The openwork plaque set with a cushion-shaped sapphire within a surround of old brilliant, single, baguette and French-cut diamonds, further decorated with scrolled Persian motifs set with calibré-cut sapphires, the bracelet designed as a row of square-cut sapphires between courses of old single-cut diamonds, both mounted in platinum, *principal sapphire in brooch approximately 5.00 carats, lengths: brooch 5.0cm, bracelet 19.2cm, cased by F. Chiappe, Genova, Milano*

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from The Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 17655, dated 13 August 2019.



33 AN ART DECO EMERALD AND DIAMOND BRACELET, CIRCA 1920

The central lozenge set with a square step-cut emerald between calibré-cut emeralds and old brilliant-cut diamonds, on a flexible strap set with step and calibre-cut emeralds between old brilliant-cut diamond borders, mounted in platinum, *numbered 41522, diamonds approximately 5.00 carats total, length 17.6cm, associated case by Cartier*

£20,000 - 30,000 US\$26,000 - 39,000

Accompanied by a report from GCS laboratory stating that the central emerald is of Colombian origin with moderate clarity enhancement. Report number 80240-83, dated 5 November 2019.

Provenance:

Victoria, Lady Sackville of Knole (1862-1936), and her daughter Victoria (Vita Sackville-West), wife of Sir Harold Nicolson (1892-1962) Descent to the current owner

For information, see lot 165.

34 A SAPPHIRE AND DIAMOND RING, CIRCA 1950

The step-cut sapphire, weighing 3.51 carats, between baguette-cut diamond shoulders, *ring size* Q

£25,000 - 35,000 US\$32,000 - 45,000

Accompanied by a report from AGL stating that the sapphire is of Kashmir origin, with no evidence of heat treatment. Report number 1102870, dated 19 August 2019.



AN ART DECO ROCK CRYSTAL AND DIAMOND 'ÉVENTAIL' CLIP BROOCH, BY SUZANNE BELPERRON, CIRCA 1935

The carved rock crystal shield highlighted by old brilliant-cut diamond volutes and old brilliant-cut diamond borders, *French maker's mark GD flanking a fleur-de-lys, for Groëné et Darde, a known maker for Belperron, French assay mark, length 4.4cm*

£50,000 - 70,000 US\$65,000 - 91,000

The original fan or 'éventail' model designed by Belperron was created during her time at Maison René Boivin. For a pair of very similar rock crystal and diamond clips, also made by Groëné et Darde and designed by Belperron, see P. Corbett, W. Landrigan, N. Landrigan, Jewelry by Suzanne Belperron, Thames & Hudson, 2015, p. 43.







Margaret Rawlings (Lady Barlow) in 1933



36

A RUBY AND GEM-SET RING, BY CARTIER

Set with a cushion-shaped ruby between carved sapphires and emeralds, the tapering mount highlighted with step-cut and single-cut diamonds, *signed Cartier, numbered 3419471, French import mark, ring size P1/2, maker's case*

£8,000 - 12,000 US\$10,000 - 16,000

Accompanied by a report from Gem & Pearl laboratory stating that the ruby is of a geological occurrence common to Thailand, East Africa, etc, and has evidence of heat treatment. Report number 18003, dated 1 November 2019.

37

A SAPPHIRE SINGLE-STONE RING

The cabochon sapphire, weighing 28.75 carats, on a scrolling foliate gallery, ring size $L \ensuremath{\mathscr{V}}$

£20,000 - 30,000 US\$26,000 - 39,000

Accompanied by a report from the Gem & Pearl Laboratory stating the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 17958, dated 25 October 2019.

Provenance:

Margaret Rawlings, Lady Barlow (1906-1996); Thence by descent

38

A MID 20TH CENTURY RUBY AND DIAMOND FLOWER BROOCH

The flowerhead set with an oval-cut ruby, weighing 2.88 carats, within a surround of pavé-set brilliant-cut diamond petals, *diamonds* approximately 2.50 carats total, later brooch fitting, width 3.2cm

£25,000 - 30,000 US\$32,000 - 39,000

Accompanied by a report from the Gem & Pearl Laboratory stating that the ruby is of Burmese origin, with no evidence of heat treatment. Report number 17958, dated 25 October 2019.

Provenance:

Margaret Rawlings, Lady Barlow (1906-1996); Thence by descent

Margaret Rawlings, Lady Barlow, was an English actress whose career spanned from the late 1920s until the 1970s. Equally acclaimed in tragedy or comedy, Rawlings' most celebrated stage performances included Lady Macbeth and Eliza Doolittle.

Rawlings is notable for being a co-founder of Equity, which was formed in the 1930s by a group of West End performers. Equity still serves as the trade union for theatre directors, choreographers, set designers, costume designers, lighting designers, actors, stage managers, models and performers.



AN ART DECO SAPPHIRE AND DIAMOND RING, CIRCA 1930

The step-cut sapphire within an old brilliant-cut diamond surround, sapphire approximately 4.50 carats, ring size P

£4,000 - 6,000 US\$5,200 - 7,800

Accompanied by a report from the Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin with no evidence of treatment Report number 18013, dated 5 November 2019.

40

A MID 20TH CENTURY SAPPHIRE AND DIAMOND BANGLE

The hinged bangle of openwork foliate design, set with six circular and oval-cut sapphires between borders of cushion-shaped sapphires, mounted in silver and gold, *inner diameter 5.2cm*

£8,000 - 12,000 US\$10,000 - 16,000

Accompanied by a report from the Gem & Pearl Laboratory stating that a sample of the six principal sapphires were tested and found to be of Sri Lankan origin, with no evidence of heat treatment. Report number 17969, dated 29 October 2019.

41 ^Ω

A DIAMOND CUFF, CIRCA 1935

The front of undulating design and with a raised central section pavéset with old brilliant-cut diamonds, the bangle hinged and mounted in platinum and gold, *diamonds approximately 8.50 carats total, inner diameter 5.9cm*

£3,000 - 5,000 US\$3,900 - 6,500







AN EMERALD AND DIAMOND PENDANT

Designed as a flowerhead, set with an oval-cut emerald to the centre within a petal surround of brilliant-cut diamonds, the tapered surmount similarly-set, *emerald approximately 30.00 carats, French assay mark, maker's mark, length 5.2cm*

£12,000 - 15,000 US\$16,000 - 19,000

Accompanied by a report from Carat Gem Laboratory stating that the emerald is of Colombian origin, with indications of minor clarity enhancement. Report number CGL19014, dated February 2019.

Accompanied by a report from Monaco Gem Laboratory stating that the emerald is of Colombian origin, with indications of medium clarity enhancement. Report number 204, dated 2 November 2017.

43 ^Y

A CORALLIUM RUBRUM, EMERALD AND DIAMOND BROOCH, BY DAVID WEBB

Designed as an exotic flower, pavé-set throughout with brilliantcut diamonds, with carved corallium rubrum petals to the centre and circular-cut emerald highlights to the surround, *diamonds approximately 9.40 carats total, signed Webb, length 7.1cm*

£15,000 - 20,000 US\$19,000 - 26,000

44 No lot



A DIAMOND FRINGE NECKLACE, BY CARTIER, CIRCA 1960

The front designed as a graduated series of openwork lozenges with polished bead and ropetwist decoration, each with a brilliantcut diamond surmount, on a fancy-link backchain, *signed Cartier, numbered, length 40.0cm, fitted case*

£10,000 - 15,000 US\$13,000 - 19,000

46

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 2.89 carats, in a faceted bicoloured mount, *ring size approx. M (sizing beads)*

£8,000 - 12,000 US\$10,000 - 16,000

Accompanied by a report from De Beers stating that the diamond is H colour, VS1 clarity. Report number 10000292913, dated 30 October 2019.



A DIAMOND NECKLACE

The continuous row of brilliant-cut diamonds suspending a heartshaped diamond, weighing 2.86 carats, *remaining diamonds approximately 12.30 carats total, length 39.0cm*

£12,000 - 15,000 US\$16,000 - 19,000







A DIAMOND PENDANT

The brilliant-cut diamond, weighing 6.18 carats, within a four-claw setting, $\mathit{length}\ 2.0 cm$

£20,000 - 25,000 US\$26,000 - 32,000

49

A PAIR OF DIAMOND EARCLIPS

Each pierced hoop pavé-set with brilliant-cut diamonds, *diamonds* approximately 7.50 carats total, maker's mark, French assay mark, length 3.3cm

£4,000 - 6,000 US\$5,200 - 7,800

50 No lot

51

A DIAMOND BRACELET, BY CARTIER

Set with twenty-nine heart-shaped diamonds, *diamonds approximately* 14.90 carats total, signed Cartier, numbered 73308, French assay mark, length 16.6cm, maker's case

£18,000 - 25,000 US\$23,000 - 32,000

For details of an insurance document (copy) from Cartier, dated 29 March 2000, please contact the department.

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.



52 (alternate view)

52

A CULTURED PEARL AND DIAMOND NECKLACE AND EARRING SUITE, MOUNTED BY VAN CLEEF & ARPELS, CIRCA 1990

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

£25,000 - 35,000 US\$32,000 - 45,000









A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 5.17 carats, between baguette-cut diamond shoulders, ring size ${\it Q}$

£20,000 - 30,000 US\$26,000 - 39,000

54

A FANCY-COLOURED DIAMOND RING

The brilliant-cut diamond of orange-brown tint, weighing 5.56 carats, within a four-claw setting inlaid with brilliant-cut diamonds, to a bifurcated hoop, *ring size I-J*

£12,000 - 15,000 US\$16,000 - 19,000

Accompanied by a report from GIA stating that the diamond is Fancy Dark Orange-Brown colour. Report number 15047521, dated 27 March 2006.

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

55

A DIAMOND PENDANT

The heart-shaped diamond, weighing 3.42 carats, on a trace-link chain, accompanied by a ring mount set with pear-cut diamonds to the shoulders, *length 44.0cm, ring size M*

£15,000 - 20,000 US\$19,000 - 26,000

Accompanied by a report from GIA stating that the diamond is G colour, VS1 clarity. Report number 2205160682, dated 25 March 2019.

56 No lot



A FANCY-COLOURED DIAMOND AND DIAMOND RING

The oval-cut diamond of yellow tint, weighing 2.05 carats, between pavé-set brilliant-cut diamond shoulders, *partial maker's mark*, *French assay mark, ring size M*¹/₂

£13,000 - 18,000 US\$17,000 - 23,000

Accompanied by a report from Laboratoire Français de Gemmologie stating that the diamond is Fancy Vivid Yellow colour, SI2 clarity. Report number 353862, dated 4 March 2019.

58

A FANCY-COLOURED DIAMOND AND DIAMOND LINE BRACELET

Set with trios of square-cut diamonds, interspersed by trios of squarecut diamonds of yellow tint, *diamonds approximately 12.00 carats total, French assay mark, maker's mark, length 8.3cm*

£14,000 - 18,000 US\$18,000 - 23,000

Accompanied by a report from International Gemmological Information stating that 24 diamonds are Fancy Yellow colour, VS-SI clarity, and 24 diamonds are G-H colour, VVS-VS clarity. Report number 15241, dated 13 July 2001.

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

59 No lot



A RUBY AND DIAMOND WATCH/BRACELET, BY KUTCHINSKY, 1977

The cover set with a scroll of brilliant-cut diamonds between polished gold batons, opening to reveal a watch dial signed Jaeger LeCoultre, the bracelet set with graduated circular-cut ruby highlights and chevron-links, mounted in 18 carat gold, *signed Kutchinsky, maker's mark, UK hallmark, dial signed Jaeger LeCoultre, length 17.2cm, maker's case*

£3,000 - 4,000 US\$3,900 - 5,200

61 ^Ω

A SAPPHIRE AND DIAMOND RING, CIRCA 1950

The cabochon sapphire, weighing 9.28 carats, within a surround of single-cut diamonds, to a reeded mount, *ring size* Q

£20,000 - 30,000 US\$26,000 - 39,000







A RUBY AND DIAMOND RING, BY CARTIER

Composed of three bombé hoops pavé-set with brilliant-cut diamonds, each highlighted by a cabochon ruby, *signed Cartier Paris, numbered 64035, French assay marks, ring size M*¹/₂

£15,000 - 20,000 US\$19,000 - 26,000

63

A RUBY AND DIAMOND RING

Of bombé design, the oval-cut ruby set on pavé-set brilliant cut diamonds, *French marks, ring size M1*/2

£2,500 - 3,000 US\$3,200 - 3,900

64 A RUBY AND DIAMOND BROOCH, CIRCA 1960

The textured openwork buds with bombé tops pavé-set with circularcut rubies or brilliant-cut diamonds, to polished and reeded leaves, *misstruck maker's mark, French assay marks, length 5.3cm*

£4,000 - 6,000 US\$5,200 - 7,800



65^{Ω}

A DIAMOND FEATHER BROOCH, BY MARGHERITA BURGENER

Set throughout with brilliant-cut diamonds, mounted in titanium, associated belcher-link chain with a brilliant-cut diamond highlight, *diamonds approximately 2.70 carats total, signed, maker's mark, brooch length 7.0cm*

£3,800 - 4,000 US\$4,500 - 5,200

66^{Ω}

A TOURMALINE, CHROME DIOPSIDE AND DIAMOND RING, BY MARGHERITA BURGENER

Set with step and pear-cut tourmalines and an octagonal-cut chrome diopside, each within a halo surround of brilliant-cut diamonds, the galleries similarly-set, *diamonds approximately 1.40 carats total, signed, maker's mark, ring size N*

£6,000 - 8,000 US\$7,800 - 10,000

$67 \ ^{\Omega}$

A PAIR OF GEM-SET EARRINGS, BY MARGHERITA BURGENER

Each polished cushion-shaped aragonite plaque, set at the centre with a cut-cornered step-cut chrome diopside, within a surround of brilliant-cut diamonds, *signed, maker's mark, length 2.1cm*

£3,000 - 5,000

US\$3,900 - 6,500

68

A CULTURED PEARL AND DIAMOND RING

The cultured pearl of grey tint, measuring 13.3mm, within a tiered swirl surround of marquise-cut diamonds, ring size $L^{1/2}$

£3,500 - 5,000 US\$4,500 - 6,500



A CULTURED PEARL AND DIAMOND NECKLACE

The single row of cultured pearls of various tints, measuring approximately 15.3mm-16.6mm, to a pavé-set brilliant-cut diamond clasp, *French assay marks, necklace length 48.1cm*

£6,000 - 8,000 US\$7,800 - 10,000





70 ^Ω

A SPINEL AND DIAMOND RING

The step-cut spinel, weighing 11.96 carats, between shoulders pavéset with brilliant-cut diamonds, the gallery similarly-set, *ring size* M

£80,000 - 100,000 US\$100,000 - 130,000

Accompanied by a report from Lotus stating that the spinel is of Burmese origin, with no indications of heating/treatment. Report number 8626-6676, dated 27 September 2019.





A DIAMOND DRESS RING

Of floral design, the brilliant-cut diamond weighing 3.06 carats, within an undulating surround set with single-cut diamonds, *ring size* $H^{1/2}$ (*sprung sizing band*)

£8,000 - 10,000 US\$10,000 - 13,000

72 ^Ω

A DIAMOND CLUSTER RING

The old brilliant-cut diamond, weighing 7.63 carats, within a surround of brilliant-cut diamonds, *remaining diamonds approximately 2.80 carats total, ring size L*

£18,000 - 25,000 US\$23,000 - 32,000

73

A PAIR OF DIAMOND EARRINGS/EARSTUDS, BY FRIEDRICH

Each surmount designed as a flowerhead set with a central brilliant-cut diamond and with pear-cut diamond petals, suspending detachable drops formed as three articulated rows of baguette-cut diamonds, each terminating in a similarly-set flowerhead, *diamonds approximately* 14.00 carats total, unsigned, length 6.0cm, maker's pouch

£5,000 - 7,000 US\$6,500 - 9,100





A PAIR OF EMERALD AND DIAMOND EARRINGS

Each step-cut emerald, weighing 4.85 and 5.01 carats, within a four-claw setting, framed by a surround of marquise and brilliant-cut diamonds, *diamonds approximately 2.50 carats total, length 2.7cm*

£25,000 - 35,000 US\$32,000 - 45,000

Accompanied by a report from Gübelin stating that the emerald weighing 4.85 carats is of Colombian origin, with indications of minor clarity enhancement. Report number 17040039, dated 13 April 2017.

Accompanied by a report from Gübelin stating that the emerald weighing 5.01 carats is of Colombian origin, with indications of minor clarity enhancement. Report number 17040040, dated 13 April 2017.

75

AN EMERALD AND DIAMOND BRACELET, BY MEISTER

The slightly graduated row of step-cut diamonds, interspersed with similarly-cut emeralds, *diamonds approximately 13.60 carats total, signed Meister, length 17.0cm*

£12,000 - 18,000 US\$16,000 - 23,000





76 ^Ω

A PAIR OF YELLOW SAPPHIRE AND DIAMOND EARRINGS, BY MARGHERITA BURGENER

Each modelled as a petal, pavé-set throughout with yellow sapphires and with brilliant-cut diamond highlights, the heart-shaped motifs to the reverse further set with brilliant-cut diamond accents, mounted in titanium, signed, maker's mark, length 2.7cm

£3,000 - 5,000 US\$3,900 - 6,500

$_{77}\,^{\Omega}$ A PAIR OF GREEN GARNET AND DIAMOND EARRINGS, BY MARGHERITA BURGENER

Each modelled as a petal, pavé-set throughout with tsavorite garnets and with brilliant-cut diamond highlights, the circular motifs to the reverse further set with brilliant-cut diamond accents, mounted in titanium, signed, maker's mark, length 2.1cm

£3,000 - 5,000 US\$3,900 - 6,500

78 ^{ARR}

A DIAMOND-SET BRACELET, BY JOHN DONALD, 1966

The textured strap of gold open nugget flake design decorated with brilliant-cut diamonds, *diamonds approximately 1.70 carats total, maker's mark JAD, London hallmark, length 16.9cm, maker's case*

£2,000 - 3,000 US\$2,600 - 3,900



78

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79 ^Ω

A FRINGE NECKLACE, BY BURLE MARX, CIRCA 1970

The geometric links of recessed matte finish with raised polished geometric pattern work, *signed Burle Marx, length 37.2cm*

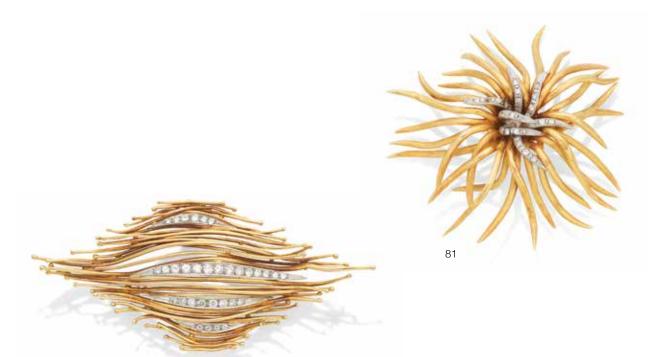
£8,000 - 10,000 US\$10,000 - 13,000

The Brazilian brothers Roberto and Haroldo Burle Marx are known for their multidisciplinary creations during the 1940s until the 1980s.

Roberto (1909-1994) was a landscape architect who became world famous for his designs of parks and gardens. Haroldo (1911-1991) was an avid promoter of Brazilian gemstones and trained in the gem-cutting capital of Idar-Oberstein in Germany before opening his own workshop in 1945 and opening an atelier in Copacabana, Rio de Janeiro.

While Haroldo is credited as being the jeweller in the family, he often collaborated with his brother Roberto to create rich high-carat gold creations that explored the 'forma livre', or 'free form'.

Burle Marx produced commissions for a number of notable clientele, including the Empress Farah of Iran, Grand Duke Jean of Luxembourg, Nelson A. Rockefeller and Valentino.





A GOLD AND DIAMOND BROOCH, BY GRIMA, 1963

80

Of lozenge form, the irregularly-shaped gold wires with beaded finials and brilliant-cut diamond highlights, unsigned, maker's mark HJCo, London hallmark, length 8.8cm

£4,000 - 6,000 US\$5,200 - 7,800

For a similar example see Bonhams auction, Fine Jewellery, London, 26 September 2018, lot 96.

81 ARR

A GOLD AND DIAMOND BROOCH, BY GRIMA, 1962

Modelled as a sea anemone with waving, finely engraved tentacles, with single-cut diamond highlights at the centre, mounted in 18 carat gold, unsigned, maker's mark HJCo, UK hallmark, one diamond deficient, length 6.5cm, original pouch

£2,000 - 3,000 US\$2,600 - 3,900

82 ARR

A RUBY-SET 'SUPER SHELL' BROOCH, BY GRIMA, 1972

The spiral seashell applied with collet-set carved rubies, signed Grima, maker's mark AGLtd, London hallmark, width 4.6cm

£3,000 - 5,000 US\$3,900 - 6,500

Andrew Grima's 'Super Shell' collection was launched in 1972. The range of jewellery was designed around a variety of large and unusual shells that Grima had acquired in Australia and which he converted into stylish and wearable pieces.

42 | BONHAMS



$_{\rm 83}$ $^{\Omega\,\text{ARR}}$ AN OPAL AND DIAMOND NECKLACE, BY GRIMA, 1972

The wire collar suspending an annular pendant, one side set with a boulder opal slice, the other side designed as a reflection in textured 18 carat gold, the surmount set with graduated brilliant-cut diamonds, *collar and pendant signed Grima, maker's mark AGLtd, UK hallmark, pendant length 5.7cm, collar diameter 12.5cm, maker's pouch*

£6,000 - 8,000 US\$7,800 - 10,000







A DIAMOND BROOCH, BY GRIMA, 1971

Designed as a 'wave' of textured wire with single-cut diamond crests, mounted in 18 carat gold, *signed Grima, maker's mark AGLtd, London hallmark, length 6.3cm*

£3,000 - 4,000 US\$3,900 - 5,200

$85 \Omega ARR$

A DIAMOND-SET RING, BY GRIMA, 1972

Of textured sunburst design applied with brilliant-cut diamond highlights, mounted in 18 carat gold, *signed Grima, maker's mark AGLtd, London hallmark, ring size P*

£2,500 - 3,500 US\$3,200 - 4,500

$86 \ ^{\Omega} ARR$

A GOLD BROOCH/PENDANT, BY GRIMA, CIRCA 1975

The 'volcano' motif composed of variously shaped and textured 18 carat gold plaques, *signed Grima, maker's mark HJCo, partially struck UK hallmark, length 7.5cm, maker's pouch*

£2,500 - 3,500 US\$3,200 - 4,500





87 ARR

A GOLD AND DIAMOND NECKLACE AND BANGLE, BY GRIMA, 1986

The torc necklace designed as a stylised arrow highlighted with brilliant-cut diamonds, the bangle with a brilliant-cut diamond accent, both mounted in textured 18 carat gold *each with maker's mark AGLtd, London hallmark, European convention mark, diameters: necklace 13.5cm, bracelet 6.9cm*

£4,000 - 6,000 US\$5,200 - 7,800







A LAPIS LAZULI AND DIAMOND BROOCH, BY GRIMA, CIRCA 1986

Designed as a cornucopia of 'textured wire' with brilliant-cut diamond highlights, issuing a carved lapis lazuli bud, signed Grima, length 7.8cm

£4,000 - 6,000 US\$5,200 - 7,800

A SAPPHIRE AND DIAMOND CLUSTER RING

The oval sapphire cabochon, weighing 12.99 carats, within a bombé mount set with brilliant-cut diamonds, *ring size l*

£8,000 - 12,000 US\$10,000 - 16,000

89

Accompanied by a report from the Gem & Pearl Laboratory stating that the sapphire is of Sri Lankan origin, with no evidence of heat treatment. Report number 18001, dated 1 November 2019.



A DIAMOND-SET BROOCH/PENDANT NECKLACE, BY JOHN DONALD, 1969

The bicoloured openwork brooch/pendant of gold 'nugget' flakes and 'wavy rods', decorated with pavé-set brilliant-cut diamonds, on a necklace composed of a series of textured and polished 'wavy rods', *diamonds approximately 2.35 carats total, maker's mark JAD, London hallmark, lengths: pendant 6.8cm, necklace 52.0cm*

£2,000 - 3,000 US\$2,600 - 3,900

91 ^{Ω ARR}

AN AGATE AND DIAMOND PENDANT/NECKLACE, BY DAVID DEAKIN, 1973

The agate geode within an abstract surround decorated with brilliantcut diamond highlights and scattered gold rectangles, on a Prince of Wales chain-link necklace, mounted in 18 carat gold, *signed David Deakin, maker's mark D&F, UK hallmark, lengths: pendant 6.9cm, necklace 64.4cm*

£1,200 - 1,500 US\$1,600 - 1,900



A PAIR OF GEM-SET EARRINGS, BY GRIMA, 1986

The pear-shaped textured 18 carat gold and brilliant-cut diamond surmounts accompanied by interchangeable drops, set with lapis lazuli, rutilated quartz or turquoise, *surmounts with maker's mark* AGLtd, London hallmark, drops signed Grima, lapis lazuli drops unsigned, lengths: surmounts 3.4cm, drops 2.6 - 3.3cm

£4,000 - 6,000 US\$5,200 - 7,800



93 A DIAMOND SINGLE-STONE RING

The brilliant-cut diamond, weighing 6.84 carats, ring size K1/2

£30,000 - 40,000 US\$39,000 - 52,000

94 ^Ω

AN AMETHYST AND GOLD NECKLACE AND BRACELET SUITE, BY CHARLES DE TEMPLE, CIRCA 1980

The necklace designed as a row of amethyst beads 'wrapped' in textured 18 carat gold mounts, the bracelet of similar design, *necklace signed C de Temple and CdeT, London hallmark for 1982, bracelet signed CdeT, London hallmark for 1978, lengths: necklace 59.5cm, bracelet 9.5cm*

£3,500 - 4,000 US\$4,500 - 5,200





95

A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 7.03 carats, between baguette-cut diamond shoulders, *ring size approx. P*

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a report from De Beers stating that the diamond is H colour, VS2 clarity. Report number 010000226923, dated 25 October 2019.

96

A GEM-SET AND FRESHWATER CULTURED PEARL CHOKER, BY CHARLES DE TEMPLE, CIRCA 1980

The drop-shaped centrepiece designed as a highly articulated mesh of gold 'nuggets' scattered with vari-cut yellow sapphires, tumbled rough emeralds and brilliant-cut diamonds, on a multi-strand choker composed of 3.0mm-4.0mm freshwater cultured pearls, *diamonds approx. 0.30ct total, signed Charles de Temple, length of shortest strand 32.7cm, length of panel 5.5cm, maker's pouch*

£4,000 - 6,000 US\$5,200 - 7,800

$97 \ \Omega$

A CULTURED PEARL, DIAMOND AND GOLD NECKLACE, BY CHARLES DE TEMPLE, 1977

Designed as a series of cultured pearls 'wrapped' in abstract textured mounts, connected by cable-links and single-cut diamond accents, to a textured 'peanut' clasp, mounted in 18 carat gold, *signed CdeT*, *London hallmark, length 80.4cm*

£3,500 - 4,000 US\$4,500 - 5,200







98 (two views)





98

A RUBY AND DIAMOND RING, BY KUTCHINSKY, CIRCA 1960

Of bombé form, one side set with circular-cut rubies, the other with brilliant-cut diamonds, in a bicoloured mount, *diamonds approximately* 2.70 carats total, signed Kutchinsky, ring size K, maker's case

£3,000 - 4,000 US\$3,900 - 5,200

99

A PAIR OF DIAMOND EARRINGS, CIRCA 1950

Each brilliant-cut diamond surmount suspending an articulated row of similarly-cut diamonds, terminating in a brilliant-cut diamond drop, weighing 3.23 carats or 3.31 carats, *remaining diamonds approximately 2.60 carats, two diamonds deficient, length 4.0cm*

£25,000 - 35,000 US\$32,000 - 45,000

Accompanied by a report from De Beers stating the 3.23 carat diamond is I colour, I1 clarity. Report number 10000292916, dated 30 October 2019.

Accompanied by a report from De Beers stating the 3.31 carat diamond is J colour, Sl2 clarity. Report number 10000292916, dated 30 October 2019.

100

A RUBY AND DIAMOND CROSSOVER RING

Obliquely-set with a circular-cut ruby, weighing 2.52 carats, and an old brilliant-cut diamond, between baguette-cut diamond shoulders, *principal diamond approximately 1.60 carats, ring size L*

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from Gübelin stating that the ruby is of Burmese origin, with no indications of heating. Report number 15070042, dated 20 July 2015.

101

A CULTURED PEARL, RUBY AND DIAMOND NECKLACE

The three-row cultured pearl necklace spaced at each side with two openwork scroll plaques, converted from a pair of clips, circa 1950, decorated with circular and oval-cut rubies, brilliant, baguette and single-cut diamonds, *diamonds approximately 7.00 carats total, French assay marks, length 48.0cm*

£4,000 - 6,000 US\$5,200 - 7,800



102 A DIAMOND NECKLACE, BY FRIEDRICH

The highly articulated collar of tapering design, set throughout with brilliant-cut diamonds, *diamonds approximately 75.00 carats total, signed Friedrich, length 40.0cm*

£40,000 - 60,000 US\$52,000 - 78,000

The German-based retailer and manufacturer, Friedrich, was founded in 1947 by Karl Friedrich in the prominent retail district of Frankfurt. Specialising in diamond jewellery, the internationally acclaimed brand have made pieces for Hollywood stars and royalty alike.



102 (actual size)





(alternate view)

103 A PAIR OF NATURAL PEARL AND DIAMOND EARCLIPS, BY STERLÉ, CIRCA 1950

Each surmount designed as undulating ribbons of baguette-cut diamonds issuing from a single marquise-cut diamond, suspending a detachable natural pearl drop, measuring 13.7mm x 18.5mm or 13.5mm x 17.2mm, with a brilliant-cut diamond cap, signed Sterlé Paris, numbered 1935, French assay marks, length 6.1cm

£50,000 - 70,000 US\$65,000 - 91,000

Accompanied by a report from SSEF stating that the pearls are natural, saltwater. Report number 110669, dated 31 October 2019.

Pierre Sterlé (1905-1978) was one of the most important jewellers working in Paris during the mid 20th century. His ability to manipulate metal enabled him to bring remarkable fluidity, movement and life to his pieces. He favoured the purity of platinum and diamonds and often contrasted the lively sparkle of brilliant-cut stones with the clean geometry of baguette-cuts. The elegant engineering that characterized his pieces is seen here in the graceful rendering of the baguette-cut diamond ribbons that are designed to seamlessly envelop the ear. Sterlé's diamond designs won him the prestigious DeBeers Diamond Award in 1953, 1954 and 1955.







104 ^Ω AN AQUAMARINE AND DIAMOND RING, BY MARGHERITA BURGENER

The cushion-shaped aquamarine within a surround of brilliant-cut diamonds, the gallery with similarly-cut highlights, mounted in blue titanium, aquamarine approximately 41.70 carats, signed, maker's mark, ring size M½, maker's case

£6,000 - 8,000 US\$7,800 - 10,000

$105 \ ^{\Omega}$ A pair of sapphire and diamond cufflinks,

BY MARGHERITA BURGENER

Each bombé plaque pavé-set with circular-cut sapphires of various hues, the reeded bar terminal inlaid to each side with a brilliant-cut diamond, between chain connectors, *maker's mark, plaque diameter 1.5cm*

£2,500 - 3,500 US\$3,200 - 4,500

106

A DIAMOND 'HAPPY SPORT' WATCH, BY CHOPARD

The oval dial with Roman chapters to the quarters and an outer minutes track between, containing seven brilliant-cut 'floating' diamonds, the bezel, gallery and fancy-link bracelet pavé-set throughout with similarly-cut diamonds, *diamonds approximately 10.80 carats total, clasp, dial and case signed Chopard, case numbered 1574805 / 8937, length 20.0cm, maker's case and box*

£12,000 - 15,000 US\$16,000 - 19,000



107 A DIAMOND SINGLE-STONE RING

The radiant-cut diamond, weighing 4.44 carats, within a brilliant-cut diamond halo surround, ring size $L^{1/2}$

£46,000 - 55,000 US\$60,000 - 71,000

Accompanied by a report from GIA stating that the diamond is D colour, WS1 clarity. Report number 6271319709, dated 27 October 2017.

"There is also.. an other kynde of Rubies which wee caule Spinelle"

- Richard Eden, the 16th century alchemist, in 1555.



108 ^Ω

A SPINEL AND DIAMOND RING

The cushion-shaped pink spinel, weighing 36.44 carats, between trilliant-cut diamond shoulders, *ring size* N

£180,000 - 200,000 US\$230,000 - 260,000

Accompanied by a report from SSEF stating that the spinel is of Tajikistan origin with no indications of treatment. Report number 105485, dated 6 March 2019.

Until 1783, red and pink spinels were mistaken for rubies because they are chemically similar. Even after fine pink gems were known to be spinels they were still referred to as "balas" or "balais" rubies. The term "balas" derives from an ancient word for Badakhshan, a province north of Afghanistan on the border with Tajikistan, where important spinel specimens were anciently mined. These Kuh-i-Lal ('red mountain') mines were the world's main source of large spinels from the 1st century AD. Marco Polo (c1254–1324) described how "fine and valuable balas rubies" were dug only for the King, who owned the entire supply, which he sent to other kings as tributes or as "friendly presents". Mughal emperors and their ancestors, the Timurids, valued large Kuhi-Lal spinels for their beauty and as protective talismans. The gems were polished rather than cut and were often inscribed with the names of rulers and monarchs as a way of commemoration. The Carew Spinel, in the collection of the V&A in London, is inscribed with the names of Emperors Jahangir, Shah Jahan and Aurangzeb. Spectacular Mughal spinels which entered Persian, Russian and European royal treasuries include the "Black Prince's Ruby": a large uncut red spinel, it was given to the Black Prince by Pedro the Cruel in 1367, worn by Henry V in his helmet at the Battle of Agincourt and is now set in the Imperial State Crown in the British crown jewels. The 361-carat "Timur Ruby", also in the British crown jewels, was owned by Sultan Sahib Qiran and Ranjit Singh, the "Lion of the Punjab". A huge polished spinel decorates the Imperial Crown of Russia, made for the coronation of Catherine the Great in 1762.

From the 19th century, important spinels were cut according to European ideals, including the Hope Spinel, from the legendary collection of gem connoisseur Henry Phillip Hope that was sold at Bonhams in September 2015 for a world record price. Other large spinels of similar cut mounted in 19th century jewellery may be seen in the "ruby" jewels of Queen Therese in the Munich Treasury. These jewels were mounted in 1830 using a mixture of rubies and spinels from the collection of Elector Max III Joseph. The "Bagration" jewels, now in the collection of the Duke of Westminster, are Russian-made 19th century diamond and spinel jewels formerly owned by Catherine Bagration, a Russian princess.





109 A FANCY-COLOURED DIAMOND AND DIAMOND RING

The marquise-cut diamond of pink tint, weighing 0.26 carat, within a surround of brilliant-cut diamonds, *ring size* L

£6,000 - 8,000 US\$7,800 - 10,000

Accompanied by a report from De Beers stating that the diamond is Fancy Intense Pink, SI2 clarity. Report number 10000292917, dated 30 October 2019.

The pink diamond in this lot was purchased for the vendor almost 30 years ago in Australia. The Argyle diamond mine, located in the East Kimberley region in northern Australia, is the only known significant source of pink and red diamonds, producing over 90% of the world's supply today. Due to the depletion of gem quality reserves the Argyle mine is set to close in 2020 after nearly 40 years in operation.

110

A FANCY-COLOURED DIAMOND RING

The shield-shaped diamond, weighing 0.77 carat, of pink tint, within a surround of brilliant-cut diamonds of pink tint, *brilliant-cut diamonds untested for natural colour, ring size* $M^{1/2}$

£6,000 - 8,000 US\$7,800 - 10,000 Accompanied by a report from GIA stating that the diamond is Fancy Light Pink, natural colour. Report number 12346994, dated 10 April 2003.

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

111

A DIAMOND SINGLE-STONE RING

The old cushion-shaped diamond between brilliant-cut diamond shoulders, principal diamond approximately 1.70 carats, ring size H¹/₂

£2,000 - 3,000 US\$2,600 - 3,900

112

A FANCY-COLOURED DIAMOND AND DIAMOND RING

The radiant-cut diamond of blue tint, weighing 0.35 carat, with baguette and brilliant-cut diamonds to either side, mounted in platinum, *UK hallmark, ring size M*

£10,000 - 15,000 US\$13,000 - 19,000

Accompanied by a report from GIA stating that the diamond is Fancy Grey-Blue colour, SI2 clarity. Report number 2205614361, dated 9 October 2019.

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



A DIAMOND 'LARIAT' NECKLACE, BY HARRY WINSTON

The chain of marquise and brilliant-cut diamonds terminating in two similarly-set drops to the front, *diamonds approximately 10.25 carats total, maker's mark, numbered 230093, length 39.0cm, maker's case and box*

£8,000 - 12,000 US\$10,000 - 16,000





A GOLD, ENAMEL AND GEM-SET FALCONRY BROOCH, BY CARTIER, CIRCA 1935-40

Modelled as a gold hawk with textured and engraved feathers and a cabochon ruby eye, perched on a hand wearing a black enamel gauntlet with ropetwist gold and cabochon emerald cuff and old brilliant cut diamond ring, mounted in silver and gold, *signed Cartier, numbered* 9761, *UK silver import mark for 1952, maker's mark JC, Cartier maker's marks, length 4.8cm*

£4,000 - 6,000 US\$5,200 - 7,800



115 A CHALCEDONY AND EMERALD OWL BROOCH, BY CARTIER, CIRCA 1950

Modelled as an owl upon a branch, the body of polished chalcedony, the eyes set with step-cut emeralds, the head with textured feather detailing, *signed Cartier, length 3.1cm*

£1,500 - 2,500 US\$1,900 - 3,200

For a similar example of a chalcedony owl brooch by Cartier, see the Victoria and Albert Museum collection, inv. M.178-2007.

116

A SAPPHIRE AND GOLD OWL BROOCH, BY CARTIER, 1956

The realistically modelled owl of openwork design, with pear-shaped sapphire eyes, signed Cartier, maker's mark JC, London hallmark, length 5.2cm

£4,000 - 6,000 US\$5,200 - 7,800





A DIAMOND 'BIRD'S NEST' BROOCH, BY VAN CLEEF & ARPELS, CIRCA 1960

Modelled as a bird in a woven nest, the feathers set throughout with brilliant-cut diamonds, the eyes set with circular-cut rubies, with three plain polished eggs, *signed Van Cleef & Arpels / N.Y., numbered 12927, length 6.0cm*

£15,000 - 20,000 US\$19,000 - 26,000

118

A SAPPHIRE AND DIAMOND 'BIRD OF PARADISE' CLIP, BY VAN CLEEF & ARPELS, CIRCA 1960

Set throughout with calibré-cut sapphires and single-cut diamonds, with a circular-cut ruby eye, signed Van Cleef & Arpels, numbered N.Y. 14059A, length 5.2cm

£6,000 - 8,000 US\$7,800 - 10,000

119

A CULTURED PEARL AND GEM-SET BROOCH, BY TRIO

The crowing cockerel with a baroque-shaped cultured pearl body, the wattle and comb set with circular-cut rubies, the head and tail feathers with brilliant-cut diamonds and a pear-shaped emerald eye, with additional engraving on the plumage, legs and feet, *signed Trio, length 6.0cm*

£3,000 - 4,000 US\$3,900 - 5,200



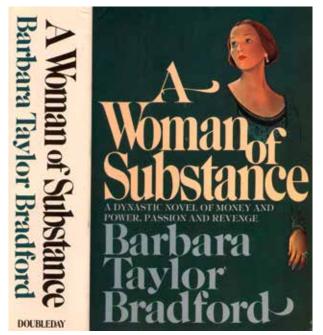


Selected Jewels from the Collection of

Barbara laylor Gradford

Lots 120 - 129

Barbara Taylor Bradford OBE is a worldwide publishing phenomenon. The celebrated writer and novelist has sold over 90 million books in over 40 languages and in more than 90 countries. Her novel, A Woman of Substance, ranks among the top ten bestselling fiction books of all time with more than 32 million copies sold.

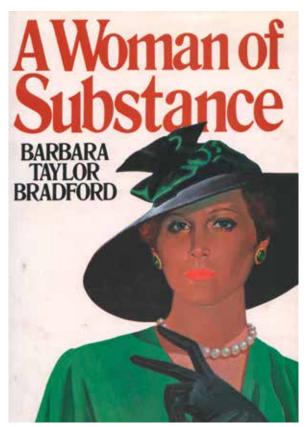


A Woman of Substance original US cover, 1979

Ten of her books have been produced as TV films or drama series starring actors including Liam Neeson, Anthony Hopkins, Jenny Seagrove, Deborah Kerr, Sir John Mills and Elizabeth Hurley. In 2007 Barbara Taylor Bradford was awarded an OBE (Order of the British Empire) by HM Queen Elizabeth II for her services to literature.

Born and raised in Yorkshire, England, Barbara left school at 15 for the typing pool at the Yorkshire Evening Post. At 16 she was a reporter and at 18 she became the paper's first woman's page editor. At 20, she moved to London and became a fashion editor and columnist on Fleet Street, interviewing stars such as Omar Sharif. Barbara married American film producer Robert Bradford (Bob) on Christmas Eve, 1963. The couple moved shortly after to the United States and Barbara lives today in New York city. Robert sadly passed away in July 2019 at the age of 92. Over the course of their gloriously happy 55-year marriage Bob presented Barbara with an exquisite piece of jewellery for every wedding anniversary, every birthday, at Christmas and also whenever she finished a new book or when he had just made a movie of one of them.

In 2013 Bonhams sold 40 lots from the extensive Barbara Taylor Bradford collection and we are delighted to be offering a further selection of 10 jewels, all of which were also gifted to Barbara by her beloved Bob.



A Woman of Substance original UK cover, 1979

Barbara laylor Bradford



Barbara Taylor Bradford pictured with husband Robert Bradford after she had just received her OBE from HM The Queen.



120 ^Ω

A CITRINE AND DIAMOND 'BIRD ON A ROCK' BROOCH, BY SCHLUMBERGER FOR TIFFANY

The brilliant-cut diamond-set bird standing atop a large step-cut citrine rock, *signed Schlumberger STD*, *Tiffany & Co., numbered 26949483, length 6.0cm, maker's case, box and bag*

£8,000 - 12,000 US\$10,000 - 16,000

Barbara laylor Bradford



121 $^{\Omega}$ A diamond collar and pair of earclips

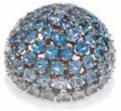
The openwork sprung torque designed as a series of star motifs, the front set with brilliant-cut diamonds, the earclips with polished scroll surmounts suspending pavé-set brilliant-cut diamond stars, *diamonds approximately 7.50 carats total, earclip length 3.8cm*

£3,000 - 5,000 US\$3,900 - 6,500



Barbara laylor Bradford





122 ^Ω

A PAIR OF AQUAMARINE CLUSTER EARCLIPS

Of bombé design, set with circular-cut aquamarines of various hues, graduating in intensity towards the centre, *length 3.0cm*

£1,500 - 2,000 US\$1,900 - 2,600

$_{\rm 123}^{\ \Omega}$ A CHALCEDONY AND DIAMOND BEAD NECKLACE, BY VERDURA

The double strand of graduating chalcedony beads, measuring 11.2mm-20.3mm, to a figure-of-eight brilliant-cut diamond clasp, *unsigned, length 51.3m, Verdura case*

£4,000 - 6,000 US\$5,200 - 7,800



Barbara laylor Bradford



124 $^{\Omega}$ A RUBY AND DIAMOND CUFF

The hinged cuff set to the front with eight rows of ruby cabochon beads spaced by two rows of brilliant-cut diamonds, *inner diameter 6.0cm*

£4,000 - 6,000 US\$5,200 - 7,800

Barbara laylor Bradford





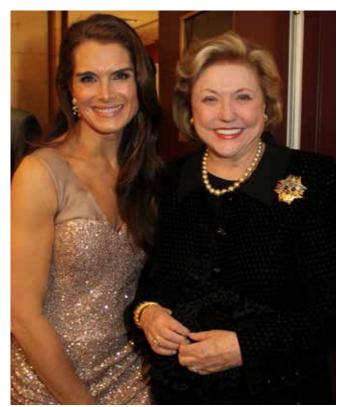
Barbara Taylor Bradford wearing lot 125

$^{125}\,^{\Omega}$ A pair of diamond chandelier earrings, by david morris

Each cascade of five pear-shaped rose-cut diamonds within a halo surround of brilliant-cut diamonds, *signed David Morris, length 5.6cm, maker's case*

£6,000 - 8,000 US\$7,800 - 10,000





Actress Brook Shields with Barbara Taylor Bradford

126 ^Ω

A MULTI GEM-SET PENDANT/NECKLACE, BY VERDURA

The polished Maltese cross set with vari-cut gemstones, including citrine, sapphire, peridot, tourmaline, zircon, chrysoberyl and amethyst, suspended from a cable-link chain, *signed Verdura, lengths: pendant 6.4cm, chain 89.5cm, maker's case*

£10,000 - 15,000 US\$13,000 - 19,000

127 ^Ω

A LIMITED EDITION ENAMEL AND MULTI GEM-SET CUFF, BY VERDURA, 2009

The wide cream enamel cuff with applied Maltese cross decorated with a cushion-shaped cabochon amethyst between vari-cut gemstones including citrines, zircons, amethysts and emeralds, *signed Verdura, with facsimile signature 'Fulco / 1939 - 2009', 65/70, inner diameter 5.6cm, maker's case*

£20,000 - 30,000 US\$26,000 - 39,000

Barbara laylor Gradford



"Bob was a long time client of Verdura in New York, appreciating the fabulous pieces they created from the designs of the late Fulco di Verdura. In particular, he admired the iconic Maltese Cross cuff that the Duke had created for Coco Chanel in the 1930s. Over the years, Verdura went on to reproduce this cuff in special numbered collections. On one visit to the showroom, Bob was shown this limited edition enamel cuff and instantly fell in love with it and so did I when he brought it home and put it on my wrist. It's a real statement piece that matches the multi-gem set pendant brooch that I already had. When I asked Bob, "Why did you buy it for me? It's not my birthday," he just replied, "I can buy you a present every day because I love so much". I remember his words were as important as the jewellery he gave to me."



128 $^{\Omega}$ A DIAMOND-SET WATCH, BY DAVID MORRIS

The oblong baguette-cut diamond dial, within bezel and lugs set with baguette and fancy-cut diamonds, on an articulated bracelet strap set throughout with baguette-cut diamonds, to a concealed clasp, *diamonds approximately 26.90 carats total, unsigned, French marks, length 17.0cm*

£30,000 - 50,000 US\$39,000 - 65,000



Barbara laylor Bradford



129 (actual size)

129 $^{\Omega}$ A FANCY-COLOURED DIAMOND AND DIAMOND RING

The radiant-cut diamond, weighing 11.30 carats, of yellow tint, between demi-lune diamond shoulders, *ring size* P

£35,000 - 45,000 US\$45,000 - 58,000

Accompanied by a GIA report stating that the diamond weighing 11.30 carats is Fancy Yellow colour, VS1 clarity. Report number 2205688929, dated 25 October 2019.



"One of Bob's favourite places to lie in the sun was Capri in Italy. He also liked it for another reason... the many fine jewellery shops! His favourite was the lovely boutique called Alberto e Lina. According to Bob, they truly had the best collection of fine jewellery and watches. This is where he bought me the 11.30 carat yellow diamond ring flanked by diamond baguettes. He had secretly been to purchase it without my knowing and, just before we went to lunch, he took hold of my hand, kissed it and slipped on the ring which he took out of his pocket. I was amazed and speechless when I saw it gleaming on my hand. I stood up and kissed him on the cheek and exclaimed, "It's a real Bobby Dazzler!" Bob smiled that lovely smile of his and replied, "I'm glad you love it as much as I do". I wore the ring for many, many years but for the last few years I reverted to my sapphire engagement ring. It's too gorgeous a diamond to sit in the safe and I want someone else to enjoy it as much as I have."."



130 ^Ω

AN EMERALD AND DIAMOND RING

The step-cut emerald, weighing 20.24 carats, between square and brilliant-cut diamond shoulders, *ring size* N

£160,000 - 180,000 US\$210,000 - 230,000

Accompanied by a report from Gübelin stating that the emerald is of Colombian origin with indications of minor clarity enhancement. Report number 19051028, dated 8 May 2019.





131 A NATURAL PEARL AND DIAMOND RING, BY VAN CLEEF & ARPELS

The natural pearl, measuring 12.5mm x 11.3mm, between brilliant, marquise-cut and pear-shaped diamond shoulders, *diamonds* approximately 3.50 carats total, signed VCA, numbered 19830, French marks, ring size K

£50,000 - 70,000 US\$65,000 - 91,000

Accompanied by a report from Danat stating that the pearl is natural, saltwater. Report number 108842, dated 4 April 2019.

Accompanied by a copy of a report from GCS stating that the pearl, weighing 11.63 carats, is natural, saltwater. Report number 5776-5862, dated 9 June 2016.



132 A SAPPHIRE AND DIAMOND RING, BY HARRY WINSTON, CIRCA 1970

The cushion-shaped sapphire, weighing 17.35 carats, within a tworow surround set with pear-shaped diamonds, between bifurcated shoulders, *diamonds approximately 7.20 carats total, signed Winston, ring size L*

£30,000 - 50,000 US\$39,000 - 65,000

Accompanied by a report from Gübelin stating that the sapphire is of Sri Lankan origin, with no indications of heating. Report number 19070151, dated 3 September 2019.

According to the vendor this ring was purchased at Harry Winston in New York during the early 1970s.

An Important Private Collection of Timepieces

Lots 133 - 156

This collection is predominantly made up of Cartier clocks dating from 1908 through to the end of the Art Deco – a time when the firm garnered its reputation for being pre-eminent in producing the finest clocks, and for being a trailblazer of design in both jewellery and jewelled accessories.

This collection serves as a point of reference in the transition from the earlier, softer, 'Garland' Style and colourful guilloché enamelling techniques, to the use of geometric form, bold colour, and exoticism of the Art Deco.

These timepieces represent the pinnacle of luxury, elegance and craftsmanship that Cartier, and a select few major Parisian jewellery houses, were associated with in the early decades of the 20th century.

By 1900, bright objets d'art – such as small clocks and table ornaments – were highly fashionable in the homes of royalty, aristocracy and industrialists. Representatives of this society such as King George V, King Alfonso XIII of Spain, Leopold de Rothschild, and J.P Morgan had discovered the exceptionally fine enamel ornaments produced by Carl Fabergé in St Petersburg – and Fabergé's European rivals, in particularly Cartier, sought to popularize these ornaments as the height of chic in the early 20th century.

Louis Cartier (1875-1942), the grandson of Louis-François Cartier who founded Cartier in 1847, is recognised as being the creative heart of the Maison in Paris. He visited the 1900 Universal Exposition in Paris and 'fell under the spell of Fabergé' (Nadelhoffer), who exhibited fifteen Easter eggs made for the Russian Imperial family – decorated with the most refined 'guilloché' or 'engine-turned' enamel work. This process involved applying five or six layers of enamel, chosen from 144 different shades of colour, to a silver or gold metallic base. The metal was engraved with lines and dots to produce geometric patterns which remained visible, after firing at a high temperature, through the translucent enamel, creating impressions of shot silk.

This rich, bold and highly decorative use of guilloché enamel work can be seen throughout this collection, especially amongst some of the earlier clocks such as lots 133 and 144.

As well as employing the richness of Faberge's enamel palette, Cartier also utilised a wealth of different minerals, many of which came from Russian deposits. These clocks are decorated with such minerals that played to the European fascination with remote Russian lands, including: lapis lazuli, agate, labradorite and nephrite.

From around 1911, Cartier began working in collaboration with Maurice Couët, who had previously worked for Prévost, a workshop who created movements for Cartier from 1904. The collaboration of Couët and Louis Cartier helped catapult Cartier's table clocks to the highest level of inspired craftsmanship, sophistication and refined beauty with the creation of the 'Mystery Clock'.

Couët was from a dynasty of clock makers and learnt his craft in his father's workshop in the city of Evreux before moving to the Prévost workshop in Paris. In 1911 Couët set up on his own, and his small workshop began to supply table clocks exclusively to Cartier with wonderfully conceived designs that combined the art of clockmaking with the sister disciplines of mathematics, physics and optics.



Influenced by the work of illusionist and clockmaker Jean-Eugène Robert-Houdin (1805-1871), Couët supplied table clocks to Cartier with a number of illusory mechanisms prior to developing the first true 'Mystery Clock' in 1912-13: the 'Model A', an example of which is being offered as lot 137.

Cartier achieved a new level of innovation and imagination at the turn of the century, and these lots demonstrate Cartier's favourite colour combinations of the period, as well as the stimulus provided by more exotic civilisations, such as Persia (lot 153), India and the Far East.

Cartier's designs and foresight, combined with the exceptional talents of enamellers, clockmaker's, lapidaries, and stone setters, helped to produce the finest and most sought-after clocks and treasures of the time.

Further reading:

Nadelhoffer, Hans, "Cartier", Thames and Hudson, London, 2007 Rudoe, Judy, 'Cartier 1900-1939', British Museum London, 1997



A BELLE ÉPOQUE LABRADORITE, AMETHYST, ENAMEL AND GOLD MINUTE REPEATING DESK CLOCK, BY CARTIER, CIRCA 1908

The rectangular case of four labradorite side panels, the back panel hinged opening to reveal movement, the circular white enamel dial with Arabic numerals and fine rose-cut diamond arrow hands within a white and gold enamel bezel, the top and pedestal decorated with purple and green guilloché enamel with a cabochon amethyst push-piece, the white enamel edge decorated in gold laurel leaf pattern, the base decorated with green ropetwist enamel with white ribbons, *dial signed Cartier London Paris, numbered 55167, movement signed Nocturne, numbered 1853, 7.0cm x 5.5cm x 4.8cm, fitted maker's travelling case with key*

£7,000 - 10,000 US\$9,100 - 13,000 This clock is highly unusual and distinctive for its use of labradorite. At the turn of the 20th Century European jewellers were heavily influenced by Russian enamelling and the use of a wealth of minerals mined from Russian deposits, such as labradorite.

A similar clock by Cartier is found in the Royal Collection (RCIN 2894): a gift from Queen Alexandra to King George V on the occasion of his Coronation in June 1911.



AN ART-DECO LAPIS LAZULI, MOONSTONE AND DIAMOND MINUTE REPEATING DESK CLOCK, BY CARTIER, CIRCA 1910

The rectangular lapis lazuli case, with a sugarloaf cabochon moonstone push-piece and gold and enamel monogram on the top, the circular white dial with Arabic numerals and fine rose-cut diamond arrow hands, within a gold engraved bezel, *dial signed Cartier, baseplate numbered 91883, movement signed Nocturne, 7.5cm x 5.3cm x 4.2cm, fitted maker's travel case*

£10,000 - 15,000 US\$13,000 - 19,000



AN ENAMEL, ROCK CRYSTAL AND DIAMOND STRUT CLOCK, BY CARTIER, CIRCA 1918-1919

The circular rock crystal case decorated with a rose-cut diamond border, the two-toned blue guilloché enamel dial with finely pierced rose-cut diamond hands, within a white enamel chapter ring bearing gold leaf Roman numerals between fluerette motifs, reverse backed in silver with a rock crystal strut, *caseback signed Cartier, numbered 11696, diameter 8.5cm, fitted maker's case*

£12,000 - 18,000 US\$16,000 - 23,000



A GOLD, ENAMEL AND AGATE MINUTE REPEATING CARRIAGE CLOCK, BY CARTIER, CIRCA 1920

The rectangular gold case decorated with striped black enamel, on an agate base with gold bead work detail and agate push-piece, the silver guilloché enamel dial with Roman numerals and stylised fleur-de-lys gold hands, the bezel applied with a white and gold enamel laurel leaf border, *dial signed Cartier, movement signed Nocturne, brass plaque to underside signed European Watch and Clock Co Inc France, 8.0cm x 6.0cm x 5.0cm*

£12,000 - 18,000 US\$16,000 - 23,000



AN ART DECO ROCK CRYSTAL, GOLD, AGATE, ENAMEL AND DIAMOND-SET 'MYSTERY CLOCK', BY CARTIER, 1919, PENDULE MYSTERIEUSE 'MODEL A' NO 151

The rectangular rock crystal case and rounded stepped pediment with bombé sides and bezelled edges, the double-sided white enamel frame applied with gold laurel leaf decoration, the annular chapter ring with Roman numerals interspersed with fleurette motifs, to an inner rose-cut diamond border and rose-cut diamond hands, on an agate base accented with rose-cut diamonds and gold bead work, the pediment a later replacement, base and movement signed Cartier, 13.5cm x 8.4cm x 5.0cm

£150,000 - 250,000 US\$190,000 - 320,000

Accompanied by a Certificate of Authenticity from Cartier, dated 16 December 2008.

This is an extremely rare and early example of the first type of mystery clock produced by Cartier and master clockmaker Maurice Coüet, known as a 'Model A' - a name reminiscent of Henry Ford's 'Model T' car of the same period.

Cartier's 'pendule mystérieuses' or 'mystery clocks' were the result of a collaboration between Louis Cartier and Maurice Coüet, which capture the imagination through optical illusion and mystical elegance.

The clever illusion and 'mystery' is in the hands appearing to float in space without any connection to the movement.

In fact each hand is fixed onto a rock crystal disc. These discs have a tooth-edged border and are driven by worm screws fixed at the ends of two lateral axles working at the levels of 9 and 3 o'clock, which are cleverly concealed within the frame. The rotation of the axles is activated by the movement hidden in the base. It is therefore not the hands themselves that rotate, but the rock crystal discs that are attached to the hands that move at two different speeds, one for hours and one for the minutes.

The 'Model A' established Cartier's reputation in this field. Produced from 1913, the first 'Model A' was sold to financier J.P Morgan, before World War One suspended production until 1919.

Characterised by its sleek and transparent silhouette, the 'Model A' clock design is an example of Cartier's pioneering Art Deco aesthetic that became so popular with major international collectors. Each 'Model A' took on average a year to produce, and this particular 'Model A', dating from as early as 1919, presents a rare opportunity to purchase one of Cartier's most innovative and distinctive creations.

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.





138 A ROSE QUARTZ, ENAMEL AND SAPPHIRE DESK CLOCK, BY CARTIER, CIRCA 1920

The square rose quartz case with shaped shoulders, applied with four cabochon sapphires to each corner, the round gold guilloché enamel dial with pierced gold hands and Roman numerals, within a black and gold enamel Greek patterned bezel, *dial signed Cartier,* 6.5cm x 6.5cm x 2.6cm

£8,000 - 12,000 US\$10,000 - 16,000



AN ART DECO ONYX, ENAMEL, DIAMOND AND GOLD DESK CLOCK, BY CARTIER, CIRCA 1920

The rounded edged square black onyx case inset at each corner with old brilliant-cut diamond highlights, with a silver guilloché enamel dial with Roman numerals and fine rose-cut diamond-set hands, framed by a turquoise enamel Greek patterned bezel, gold hinged handle, *dial signed Cartier, French marks, movement signed EW & Co Inc and numbered 161784, 6.0cm x 6.0cm x 2.5cm, fitted maker's case with key*

£6,000 - 8,000 US\$7,800 - 10,000 140 AN ART DECO ROCK CRYSTAL, ENAMEL, ONYX AND DIAMOND DEMI-MYSTERY CLOCK, BY BOUCHERON, CIRCA 1921

The faceted rock crystal case framed by a gold and black enamel surround, with rose-cut diamond Roman numerals, the central dial decorated with gold and black enamel forming a rosette with rose-cut diamond geometric style hands and black and gold enamel bezel, on rock crystal supports and a vase-shaped plinth further applied with black and gold enamel, onyx base, *case unsigned, numbered* 2978629, *French assay marks, movement signed Longines,* 13cm x 12cm x 6.7cm, fitted Boucheron case

£25,000 - 45,000 US\$32,000 - 58,000







AN ART DECO AGATE, ENAMEL AND SAPPHIRE DESK CLOCK BY CARTIER, CIRCA 1920

The square-shaped agate case with shaped corners and bevelled edges applied with four cabochon sapphires, with a round silver guilloché enamel dial with Roman numerals and pierced gold arrow hands, the black enamel bezel decorated with a gold laurel leaf border, *dial signed Cartier, engraved on the case back "14th September 1920 Dunecht", caseback and stand numbered 512 7776, movement numbered 154231, 7.5cm x 7.5cm x 1.5cm*

£4,000 - 6,000 US\$5,200 - 7,800

142

AN ART DECO AGATE, ENAMEL AND SAPPHIRE DESK CLOCK, BY CARTIER, CIRCA 1925

The square-shaped smoky agate frame with shaped corners and bevelled edges applied with four cabochon sapphires, with a round silver guilloché enamel dial with Roman numerals and rose-cut diamond hands, bordered by a blue enamel bezel with gold 'bonne année' inscription, *later hands adjuster, dial signed Cartier, case numbered 422, movement numbered 154317, 7.5cm x 7.5cm x 1.2cm*

£8,000 - 12,000 US\$10,000 - 16,000



143 ^Y

A ROCK CRYSTAL, DIAMOND, TURQUOISE AND ENAMEL DESK CLOCK BY CARTIER, CIRCA 1925

The keyhole-shaped rock crystal case accented by two sugarloaf turquoise at the base, the engraved mother-of-pearl dial with fine rose-cut diamond hands, framed by a turquoise enamel bezel with Roman numerals, each hour chapter accented by a rose-cut diamond, *caseback signed Cartier and European Watch & Clock Co France, numbered 2627, movement signed European Watch & Clock Co Inc,* 8.0cm x 6.7cm x 2.0cm, boxed by SJ Phillips Ltd

£10,000 - 15,000 US\$13,000 - 19,000 From 1919, the export of Cartier clocks from Paris was handled by the European Watch and Clock Company, a subsidiary of Cartier who held offices in New York and Paris. As with this clock, the European Watch & Clock Company's maker's marks will often be found of pieces exported by Cartier.



AN ART DECO SILVER, ENAMEL, ONYX AND DIAMOND-SET QUARTER REPEATING AND PETITE SONNERIE STRIKING DESK CLOCK WITH ELECTRICALLY ILLUMINATED DIAL, BY CARTIER, CIRCA 1925

The rectangular case decorated with blue guilloché enamel with rose-cut diamond floral motifs to the sides, the onyx dial with Roman numerals and fine rose-cut diamond hands, within an enamel strung border, the onyx handle and repeat button at the top, mounted on an onyx base, signed Cartier, numbered 3732, movement numbered 17457, 11.7cm x 8.5cm x 7.5cm, fitted maker's travelling case containing electrical cord and activating button, drawer for battery power source at base

£25,000 - 35,000 US\$32,000 - 45,000





Prince George, Duke of Kent, 1940

Prince George, Duke of Kent; Princess Marina, Duchess of Kent, 1934

145

AN ART DECO NEPHRITE AND GOLD GRANDE SONNERIE DESK CLOCK, BY CARTIER, CIRCA 1925

The rectangular nephrite case, with reeded gold rims, the dial with Roman numerals and black enamel shaped gold hands, the gold bezel with black enamel detail, on a nephrite plinth base, *signed Cartier, case numbered* 9356, *movement numbered* 2308, *French assay mark,* 18.2cm x 13.8cm x 11.5cm, fitted maker's travel case, with key *numbered* 2309

£50,000 - 80,000 US\$65,000 - 100,000

Provenance:

Prince George, Duke of Kent (1902-1942), and Princess Marina, Duchess of Kent (1906-1968)

Sale: Christie's London, 20 November 2009, 'Property from the Collection of HRH The Prince George, Duke of Kent KG, KT, and HRH Princess Marina, Duchess of Kent CI, GCVO and their families', lot 86

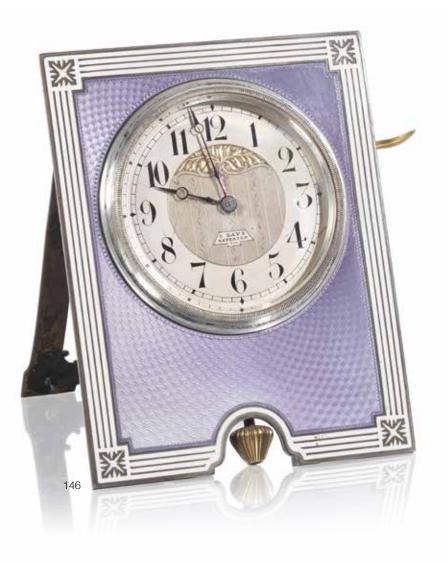
Prince George, Duke of Kent, was the fourth son of King George V and Queen Mary, and younger brother of King Edward VIII and King George VI.

He married Princess Marina of Denmark and Greece in 1934 and the couple became The Duke and Duchess of Kent. They were hugely popular with the British public and their home at 3 Belgrave Square, for which the Prince had designed the interior decoration, became a focal point for the pre-World War Two 'in crowd' in London.

Fascinated by the arts, Prince George was an accomplished pianist and spoke Italian and French. He was an exceptionally well dressed and handsome man who enjoyed adventure and preferred fast cars, skiing and sailing over more traditional country pursuits.

In August 1942 Prince George was killed when the RAF Short Sunderland flying boat he was in crashed on Eagle's Rock, near Dunbeath, Caithness, Scotland. The plane was on its way to Iceland on non-operational duties: all but one of the 39 on board were killed.





A SILVER AND ENAMEL MINUTE REPEATING KEYLESS DESK CLOCK, BY E. MATHEY FOR VACHERON & CONSTANTIN, 1929

The rectangular case decorated with lilac-coloured guilloché enamel within a white enamel border, hinged strut and winding crown at the base, the silver coloured dial with Arabic numerals and outer minute track, with engraved gilt leaf and berry decoration, blued steel Breguet hands, case signed Vacheron & Constantin Genève, numbered 112287, movement signed E.Mathey, 11.2cm x 8.7cm, fitted maker's case

£4,000 - 6,000 US\$5,200 - 7,800



A ROCK CRYSTAL, DIAMOND AND SILVER TRAVELLING TIMEPIECE, BY CARTIER, CIRCA 1928

The square rock crystal frame with shaped corners and bezelled edges, with a circular two-tone silver guilloché enamel dial with Roman numerals and rose-cut diamond-set hands, surrounded by a rose-cut diamond-set bezel and four single-cut and step-cut diamond geometric motifs, on rock crystal hinged stand, *dial signed Cartier, case back numbered 6470 CG 23781, London hallmark, French import mark, 10.1cm x 10.1cm x 1cm, fitted case by Cartier*

£15,000 - 20,000 US\$19,000 - 26,000



148 (detail)

148 ^Y

A ROCK CRYSTAL, SILVER, CORALLIUM RUBRUM AND BLACK AND RED LACQUER DEMI-MYSTERY BAROMETER BY CARTIER, 1930

The dodecagonal dial within a red and black lacquer bezel, mounted on a fluted rock crystal column and stepped black and red lacquered silvered base, the dial with English weather inscriptions "Better, Fair and Calm, Very Dry and Still, Worse, Wind and Rain, Much Rain and Wind, Very Stormy", also indicating "Atmopsheric Pressure relative to Sea-Level", graded scales and arrow shaped metal hands with a cabochon corallium rubrum central button, *dial signed Cartier, numbered 2725, 15.5cm x 8.0cm x 8.0cm*

£30,000 - 40,000 US\$39,000 - 52,000

Accompanied by a certificate of authenticity from Cartier, dated 18 June 2008.

This barometer is in the style of the second mystery clock model produced by Cartier, where a single axle runs up the main shaft. These models were often made up of onyx bases and hexagonal dials decorated with red lacquer, enamel, coral, or turquoise.

Cartier barometers are rare and this is perhaps the only demi-mystery barometer produced by Cartier.





149 ^Y

AN ART DECO MOTHER-OF-PEARL, GILT METAL, ENAMEL AND CORALLIUM RUBRUM MIRRORED DESK CLOCK BY CARTIER, CIRCA 1935

The square mirrored case of bronze colour framed with black enamel, each side of the case accented with a sugarloaf corallium rubrum, the circular mother-of-pearl dial with Roman numerals and hands of geometric style hands with a corallium rubrum accent, set upon a stepped base of black enamel and mirrored gilt metal, *dial and base signed Cartier, numbered 1112, 14.0cm, x 16.5cm x 7.3cm*

£6,000 - 9,000 US\$7,800 - 12,000



150 AN ART DECO LACQUER AND ENAMEL DESK CLOCK, BY CARTIER, CIRCA 1930

The square black lacquer case on a stepped plinth, the silver coloured square dial with enamelled Roman numerals and hands, in a shaped frame of geometric design applied with red lacquer decoration, *dial signed Cartier, movement signed European Watch & Clock Co. Inc.,* 16.7cm x 16.0cm x 8.8cm, fitted maker's case

£10,000 - 15,000 US\$13,000 - 19,000



151 AN ART DECO NEPHRITE AND AVENTURINE QUARTZ PARTNERS CLOCK, BY CARTIER, CIRCA 1930

Double-sided, the octagonal nephrite case with carved tiling and an aventurine quartz base and stepped pediment, the cream dials with applied black enamelled Roman numerals, black enamelled and hands and a gold bezel, *dials signed Cartier, base plate signed Cartier, numbered 2130, 13.0cm x 10.0cm x 7.0cm*

£15,000 - 20,000 US\$19,000 - 26,000

152 A BLACK ONYX AND GILT BRASS DESK CLOCK, BY CARTIER, CIRCA 1930

The rectangular black onyx case with shaped corners, on a geometric base held by a brass mid-section, the bezel decorated with black enamel Roman numerals inset with an engine-turned gold coloured dial of sunburst pattern with gold and black lacquer fancy hands, *dial signed Cartier, case and movement signed European Watch and Clock Co., 12.5cm x 8.2cm x 6.2cm*

£6,000 - 8,000 US\$7,800 - 10,000



152

153 ^Y

A MINIATURE GOLD, CORALLIUM RUBRUM, ENAMEL AND ONYX DESK CLOCK, BY CARTIER, CIRCA 1935

The rectangular gold case with Arabic inspired engraving and a black enamel frame with corallium rubrum highlights at each corner, the round silver-coloured dial with Arabic numerals and fine rose-cut diamond hands, within a black enamel bezel with three corallium rubrum accents, on an onyx plinth decorated with gold bead work, *dial signed Cartier, movement signed E. W & C Co Inc and numbered* 264137, French assay mark, 5.0cm x 3.6cm x 3.1cm

£4,000 - 6,000 US\$5,200 - 7,800



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.



154 A GILT AND AGATE DESK CLOCK, BY DOXA WATCH, RETAILED BY CARTIER, CIRCA 1950

The square agate case with shaped corners, applied with four gilt ball highlights, inset with a gilt chapter ring with Arabic numerals and a white matte dial, gilt strut, *dial signed Cartier, movement signed Doxa Watch, case numbered 312848, 7.4cm x 7.4cm, fitted Cartier case*

£3,000 - 5,000 US\$3,900 - 6,500



155 A GILT BRASS, ENAMEL AND SAPPHIRE ALARM CLOCK, BY CARTIER, CIRCA 1980

Of Art Deco style, the rectangular case with applied red and black geometric motifs with a black enamel handle, the square white dial with Arabic numerals and luminous black hands, *dial and caseback signed Cartier, numbered 8910 03077, 9.5cm x 10.1cm x 3.1cm*

£2,000 - 3,000 US\$2,600 - 3,900







THREE GILT BRASS AND LACQUER ALARM DESK CLOCKS BY CARTIER, CIRCA 1990

1) The square-shaped maroon-coloured lacquer frame with a gild brass rim, inset with a white dial with Roman numerals, 2) The octagonal maroon-coloured lacquer frame border with gilt brass bordering inset with a white dial with Roman numerals, 3) The rectangular gilt brass and black lacquer frame inset with a square white dial with roman numerals, *each dial and caseback signed Cartier Paris, quartz movements, 1st numbered 7503 08024, 2nd numbered 7507 17704, 3rd numbered 7505 07931, 1: 7.5cm x 7.5cm, 2: 7.5cm x 7.5cm, 3: 7.0cm x 10.0cm, 2: fitted maker's case*

£1,000 - 1,500 US\$1,300 - 1,900



157 A FANCY-COLOURED DIAMOND AND DIAMOND RING, BY GRAFF

The radiant-cut diamond of yellow tint, weighing 9.32 carats, between tapered baguette-cut diamond shoulders, *signed Graff, ring size K*

£140,000 - 160,000 US\$180,000 - 210,000

Accompanied by a report from GIA stating that the diamond is Fancy Intense Yellow colour, SI1 clarity. Report number 11175908, dated 9 June 2000.

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





A DIAMOND SINGLE-STONE RING

The step-cut diamond, weighing 7.46 carats, between tapered baguette-cut diamond shoulders, *ring size I*

£80,000 - 100,000 US\$100,000 - 130,000

Accompanied by a report from GIA stating that diamond is H colour, WS2 clarity. Report number 1176048177, dated 2 March 2015.





159 ^Ω

A SAPPHIRE AND DIAMOND RING

The step-cut sapphire, weighing 8.20 carats, between tapered baguette-cut diamond shoulders, *ring size* $K^{1/2}$

£150,000 - 200,000 US\$190,000 - 260,000

Accompanied by a report from Gübelin stating the sapphire is of Burmese origin, with no indications of heat treatment. Report number 19097131, dated 18 September 2019.





A DIAMOND SINGLE-STONE RING, BY BOODLES

The Ashoka-cut diamond, weighing 6.42 carats, between similarly-cut diamond shoulders, mounted in platinum, *maker's mark B&D, London hallmark, ring size I, maker's case*

£200,000 - 300,000 US\$260,000 - 390,000

Accompanied by a report from GIA stating that the diamond is D colour, Internally Flawless clarity. Report number 16241363, dated 3 July 2019.

The Ashoka-cut lends its name, and was inspired by, the original Ashoka Diamond - a 41.37 carat, D colour, Flawless diamond - from the highly coveted Golconda mine in India, which was purchased by American jeweller Harry Winston.

This original diamond was itself named after Ashoka the Great, who ruled in India during the 3rd Century BC. Ashoka the Great was known initially for his bloodthirsty military conquests, but legend has it after surveying the death and destruction his army had caused in capturing the region of Kalinga, his feeling of remorse was so severe he transformed his ways, becoming a pacifist and promoting the spread of Buddhism - believing the true path of enlightenment could only be achieved through tranquillity, hence the naming of the original diamond.

Based on the Ashoka Diamond, the New York diamantaire William Goldberg developed and patented the Ashoka-cut in 2000, and Boodles are the only British jeweller to offer Ashoka-cut diamonds in their collection. This cut displays an additional five facets to the 57 facets of brilliant-cuts, requiring the rough diamond to be larger and longer than average, and it is known for its typically larger 'spread', enabling the polished diamond to appear larger when viewed face-up.





161 (actual size)

161

A MID 20TH CENTURY DIAMOND RING, BY BULGARI

The old pear-shaped diamond of very light pink tint, weighing 4.22 carats, within a surround of brilliant-cut diamonds, between tapered baguette-cut diamond shoulders, *ring size* M

£80,000 - 120,000 US\$100,000 - 160,000

Accompanied by a report from GIA stating that the diamond is Very Light Pink, SI1 clarity. Report number 2201679894, dated 29 October 2019.

Accompanied by a letter from the GIA stating that the diamond is Type IIa, dated 29 October 2019.

Bulgari is known to have purchased coloured diamonds earlier in the 20th century, at a time when coloured diamonds were considered to be more of a gemological curiosity. These diamonds were then set into jewels designed by Bulgari, as is the case with this old pear-shaped diamond.





162 (actual size)

162 A MULTI GEM-SET ORANGE TREE BROOCH, BY CARTIER, 1914

The umbrella-shaped miniature orange tree rendered in frosted rock crystal, backed in green foil, enhanced by foliate engraving, with three cabochon ruby 'fruits', the buff-top calibré-cut citrine trunk with cabochon emerald foliage at its base, in a shaped-onyx, old brilliant and single-cut diamond pot with opposing stylised bird-head handles and circular onyx castors, *diamonds approximately 1.00 carat total, signed Cartier, numbered, partially-struck maker's marks, French assay marks, length 3.3cm, maker's pouch*

£40,000 - 60,000 US\$52,000 - 78,000

Provenance:

Gifted to Elizabeth Corbett on her wedding day in 1941 by Lady Jean Ward, granddaughter of Darius Ogden Mills, US financier and philanthropist and once the richest man in California.

This is a rare example of Cartier's "Orange Tree" design and was created by Cartier Paris in 1914. This small brooch, standing just 3.3cm high, incorporates a myriad of innovative design influences and technical innovations, all characteristic of Cartier's pioneering designer Charles Jacqueau (1885-1968). After joining the firm in 1909, Jacqueau guided Cartier away from the Garland Style, advocating bold colours in inventive, contemporary designs that would set it apart from its competitors artistically. Jacqueau borrowed liberally from other cultures in his design repertoire; motifs from Egyptian, Assvrian, Persian, Indian, Islamic, Japanese, Greek and Chinese civilizations were all thrown into the melting pot. His sketches from nature in the Jardins des Plantes were translated into miniature gemstone plants, earning him the nickname "Jacqueau la Fleur". Jacqueau regularly visited the Louvre and drew inspiration from the exhibits there; perhaps the painting "Madonna della Vittoria" (1495), depicting Saint Elizabeth and the little Saint John under lemon and orange trees on which birds perch, helped to inspire the "Orange Tree" line.

One of Cartier Paris' earliest "Orange Tree" brooches was made in 1913; it is similar to this example in being of two-dimensional, highly stylised form incorporating birds' head motifs, but here the similarity ends. Whereas the 1913 brooch is monochromatic, almost entirely set with white diamonds offset by a few onyx highlights, this brooch, made a year later, bursts with colour combinations and different shapes and cuts of gemstone: from the carved rock crystal applied over a green foil, to the buff-top calibré-cut citrines, and the use of shaped onyx, which had been introduced into Cartier's designs from 1910, and which lent structure and contrast to so many of its Art Deco pieces. In addition, the brooch displays the maker's mark of Henri Picq, Cartier's main workshop supplier between 1900 and 1918, renowned for their high-quality platinum and who would later execute many of the "Tutti Frutti" pieces of which the brooch is surely a very early forerunner.

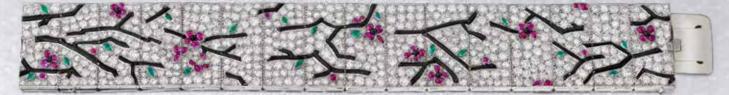
See Hans Nadelhoffer "Cartier Extraordinary", Thames & Hudson, 1984, black and white photograph No 109, a similar orange tree brooch, 1913, by Cartier Paris. See also plate 11, an "orange tree" hatpin in carved rock crystal with onyx and diamond fruits, dated 1926.



Two Jewels Attributed to Lacloche Frères

Lots 163 - 164





The jeweller Lacloche Frères produced some of the most refined, elegant and inventive creations of the Art Deco period. The firm were at their zenith during these inter-war years, creating jewels of superb quality and craftsmanship, on a par with other Parisian jewellery power houses of the time, such as Cartier, Van Cleef & Arpels and Boucheron and Chaumet.

Lacloche Frères were largely forgotten by the general public in comparison to their contemporaries, as the firm temporarily disappeared from 1931 until 1938, before finally closing in 1967. However, Lacloche Frères were once as big as Cartier, with premises in Paris, New York, London and Madrid as well outposts in other fashionable locations such as Biarritz. Their jewels were coveted by a clientele that included royalty, European aristocracy, and Hollywood stars and have long been sought after by jewellery collectors and connoisseurs.

Now for the first time an exhibition held at L'École des Arts Joailliers in Paris has opened (October 23rd – December 20th 2019) paying tribute to Lacloche Frères. In addition, Laurence Mouillefarine and Véronique Ristelhueber have published the first, long overdue, monograph, 'Lacloche Joailliers', (2019) devoted to the work of Lacloche Frères that serves to draw attention to this iconic jewellery house, and Bonhams is delighted to be simultaneously offering these two jewels for sale.



AN ART DECO DIAMOND, ONYX AND ENAMEL BROOCH, ATTRIBUTED TO LACLOCHE FRÈRES, CIRCA 1920

Designed as a 'broche poigneé' (drawer handle), pavé-set throughout with old brilliant and single-cut diamonds and cabochon onyx studs, the pierced diamond terminals between bands of black enamel, surmounted by diamond briolettes, *French assay marks, width 4.6cm, fitted case by Lacloche Fres, 15 Rue de la Paix, Paris, 2 New Bond St, London*

£30,000 - 50,000 US\$39,000 - 65,000

This brooch bears resemblance to the black and white 'panther skin' jewels, in diamonds and onyx, produced by Cartier during the 1920s. In particular, the 'Broche poigneé' from a design by Charles Jacqueau and made by Renault for Cartier Paris and sold in 1921 to the Maharajah of Patiala. See Rudoe, Judy, 'Cartier 1900-1939', London, 1997, No 171.

Leading jewellers at this time often did not employ in-house designers and used the same workshops to manufacture their jewels. Independent designers offered their models to different firms, sometimes selling identical designs to rival houses.





164 (actual size)

164

AN ART DECO DIAMOND, ENAMEL AND GEM-SET PICTURE BRACELET, ATTRIBUTED TO LACLOCHE FRÈRES, CIRCA 1925

The integral-link strap formed of articulated panels pavé-set with old brilliant, brilliant and single-cut diamonds, overlaid with cherry blossom motifs, with black enamel branches, cabochon ruby blooms and cabochon emerald leaves, *unsigned, length 18.3cm*

£120,000 - 150,000 US\$160,000 - 190,000

See Laurence Mouillefarine & Véronique Ristelhueber, 'Lacloche Joailliers', Éditions Norma, 2019, p.167, for a gouache drawing of a near identical bracelet (one cherry blossom petal in the centre is missing on this bracelet from the gouache drawing) exhibited at the 1925 Exposition Internationale des Arts Décoratifs et Industriels Modernes by Lacloche Frères

This seminal exhibition held in Paris in 1925 gave its name to the Art Deco genre. The importance of this exhibition, and the worldwide impact it had, cannot be overstated and Lacloche Frères were one of 30 out of 400 companies selected to exhibit. Their stand, in the centre of the room, was flanked on one side by Cartier and Van Cleef & Arpels, and on the other by Dusausoy and Sandoz.

The exhibition's admission committee stated that only "works of inspiration and originality are accepted at the exhibition". Just three years earlier, in 1922, Lacloche Frères would have witnessed the exhibition of Japanese art at the Grand Palais, and this bracelet is an example of the fascination with exoticism that had swept through French creative design in the early 1920s and inspired sectors of elegance in haute couture, perfumery and jewellery.

Lacloche Frères produced a number of exceptional jewels that recalled Japanese landscapes and blossoms; examples of which can be seen in the gouache drawings exhibited at the 'Exposition Internationale des Arts Décoratifs et Industriels Modernes' (see Mouillefarine and Ristelhueber, 'Lacloche Joailliers', pp164-183).



A Historic Emerald, Rock Crystal and Diamond Necklace, by Cartier, 1912

From The Collection of Vita Sackville-West (1892-1962)

Vita Sackville-West was a gifted poet, novelist and writer as well as one of the most influential English gardeners of the 20th century. She also acquired a spectacular jewellery collection that reflected her particular taste for emeralds. Many of her jewels were gifts from her mother, Lady Sackville, a celebrated Edwardian hostess and valued client of Cartier. It is thought this necklace was a gift from Lady Sackville to her daughter, Vita, upon her engagement to Harold Nicolson in 1913. It has since remained in the family and this is the first time it has appeared on the open market.





Stopford, Francis. 1861-1935. *The Romance of the Jewel*. London: Privately printed, 1920, plate 13. Two carved emerald and diamond jewels by Cartier. Above: belonging to Lady Sackville-West, sold by Bonhams in 1994. Below: lot 165, photographed in 1920.

165

A HISTORIC ROCK CRYSTAL AND EMERALD NECKLACE, BY CARTIER, 1912

Set with a large cushion-shaped emerald tablet (cracked), engraved front and back with Indian floral motifs, within a frame of frosted rock crystal, engraved in similar taste, decorated with old brilliant and single-cut diamonds, surmounted by an engraved rock crystal and diamond fountain motif, on a long black cord necklace with rose-cut diamond clasp and two rock crystal barrel-shaped slides of floral and fluted decoration and rose-cut diamond finials, *unsigned, numbered 1472, workshop marks for Henri Picq, French assay marks, length of pendant 9.2cm*

£50,000 - 70,000 US\$65,000 - 91,000

Provenance:

Victoria, Lady Sackville of Knole (1862-1936), and her daughter Victoria (Vita Sackville-West), wife of Sir Harold Nicolson (1892-1962) Descent to the current owner

Illustrated:

Stopford, Francis, "The Romance of the Jewel", London, 1920, plate 13

Nadelhoffer, Hans, "Cartier Jewellers Extraordinary", Thames and Hudson, 1984, plate 104, where is it is described "Pendant. Cartier Paris, 1912, sold to Lady Sackville. Platinum; 99-carat emerald tablet engraved with Indian floral design and set in engraved rock crystal and diamond mount; black silk cord with crystal slides."

See also, auction sale catalogue: "A Magnificent Mughal Emerald", Bonhams Knightsbridge, 29 April 1994, for another carved emerald jewel by Cartier, of similar date, that belonged to Lady Sackville, sold for a hammer price of £210,000 (illustrated top left).

This jewel, made by Cartier in 1912, not only represents the firm's transition from the Garland Style, towards more abstract, geometric forms, but is also an important example of the firm's early phase of "Indian" jewels.

Cartier's designers, inspired by the decorative arts of the Indian sub-continent as well as other non-European cultures, began to incorporate oriental design motifs, as well as historic gems - such as this 99-carat carved Mughal emerald - into their creations. The burgeoning vogue for Indian-inspired jewels resonated particularly in England, due to British colonial interests, and by 1909 Cartier London became the pivot for all aspects of Cartier's Indian business, including maintaining customer relations with wealthy maharajas, who brought their valuable historic gems to be re-set, and sourcing coloured gems from India for use in jewellery design.

In 1911, Jacques Cartier, Director of the London branch, embarked on the first of several journeys to India where many important contacts were made and where he became increasingly enamoured with the splendour and beauty of Indian jewellery. 1911 was also the year of George V's coronation as Emperor of India at the Delhi Durbar, a dazzling scene of Eastern and European magnificence where the display and the giving and receiving of jewels emphasised the grandeur of the participants. This was the beginning of a long and fruitful relationship with Cartier and the East, resulting in numerous purchases of rare and historic Indian jewels in Delhi, Calcutta and Bombay. A number of stones were probably purchased at auction; the Nizam of Hyderabad and the Gaekwar of Baroda were certainly disposing of jewellery and antique weapons around 1912-13 and other sources were from Cartier's buying agents. Once in London, these gems were combined with diamonds and platinum, transforming them into modern European jewels rooted in antiquity.







165 (actual size)

Vita Sackville-West was a gifted poet, novelist, journalist, broadcaster and writer as well as one of the most influential English gardeners of the 20th century. The gardens she created with her husband Harold Nicolson at their home Sissinghurst Castle in Kent are world famous.

Her unconventional, yet devoted, 50-year marriage to Nicolson, a prolific writer and the leading critic of his day, was clarified by their son, Nigel Nicolson, in his book "Portrait of a Marriage" and her remarkable life definitively explored in Victoria Glendinning's Whitbread Prizewinning biography.

Sackville-West was also a complex, passionate, often secretive, woman who forged intense relationships with women throughout her life. She ran away for a brief time with her lover, Violet Trefusis, daughter of Edward VII's mistress Alice Keppel and her close friend, Virginia Woolf based the character of Orlando upon her; the resulting eponymous novel has been described as "the longest and most charming love letter in history".



Vita Sackville-West (left) and Olive Elizabeth Chalk Rubens (right) taking part in the '*Omar Khayyam*' tableaux given in aid of war charities, 1916. Vita is pictured wearing lot 165 as a turban jewel.

Vita often referred to her dual nature; despite her modern, avantgarde, seemingly feminist impulses (including keeping her own name after marriage), she was in essence the product of a proud noble heritage: sophisticated, well-connected and well-travelled. In other words, very much part of the conventional aristocratic society into which she was born.



Portrait sculpture of Lady Sackville of Knole (1862-1936), by Auguste Rodin, 1913, Musée Rodin, Paris. Rodin was one of Lady Sackville's many admirers.

Vita was the only child of Lionel Sackville-West, 3rd Baron Sackville (1867-1928) and Victoria Josefa Dolores Catalina Sackville-West (1862-1936).

Lady Sackville, a "vison of loveliness" with dark blue eyes and black hair that fell to her hips, was the illegitimate daughter of British diplomat, Lionel Sackville-West, 2nd Baron Sackville (1827-1908) and a beautiful Spanish dancer Josefa de la Oliva, known as Pepita. At 18, she accompanied her father to the United States upon his appointment as British Minister to Washington and took the town by storm. For seven years she presided over her father's parties and balls as diplomatic hostess, captivating Washington society and entrancing many with her wit, charm, manners, intelligence and beauty. President Arthur proposed to her, she discussed his campaigns with General Sherman, hunted with Native Americans and broke dozens of hearts and received 25 offers of marriage.

On her return to England, she chose, from her many suitors, her first cousin, Lionel, and her father's heir. This cemented her position as chatelaine of one of the oldest and largest country houses in England and she became a brilliant and much celebrated society hostess, entertaining royalty, aristocracy and the very rich on a lavish scale. Her circle of male admirers included Pierpont Morgan, Rudyard Kipling, Lord Kitchener, W.W. Astor, Auguste Rodin, Sir Edwin Lutyens, Lord Leverhulme, Henry Ford and Gordon Selfridge.

One of the reasons Lady Sackville could afford the upkeep of her splendid but encumbered home at Knole, as well as indulge her love of travel and fine things, including clothes and jewels, was due to the financial support of her most devoted friend Sir John Murray Scott.



Newspaper cuttings from 1913 showing over 600 wedding presents on display in the Great Hall at Knole on the occasion of Vita's marriage to Harold Nicolson. The lavish exhibit included a huge collection of jewels, mainly emeralds and diamonds, many gifted to Vita by Lady Sackville.

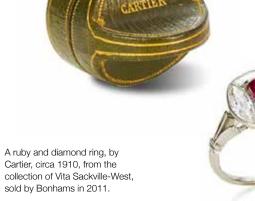
Sir John was the first director of the Wallace Collection and after Lord and Lady Wallace had gifted the bulk of their famed collection to the nation, he had inherited the remainder of their large fortune. Sir John, an immensely tall and rotund man, was an important part of Vita's early life. She called him "Seery" (in reference to the fact that his French servants called him "Seer" John) and he called her "Kidlet". Upon his death in 1912, he left £150,000 plus his Parisian apartment, with its valable contents, to Lady Sackville and a diamond necklace to Vita. His disgruntled siblings contested his will culminating in a famous and scandalous court case in 1913 in which both Lady Sackville and Vita took the stand. The jury—after eight gruelling days—took just 12 minutes to clear Lady Sackville of all aspersions of "undue influence". The Times wrote that few would begrudge Lady Sackville her victory. "Into the somewhat vapid life of an old man, with no one about him to light it up, came a brilliant and imperious woman."

This necklace dates from Knole's heyday. A black and white photograph of it is published in Hans Nadelhoffer's seminal monograph on Cartier where it is noted as being by Cartier Paris, 1912. Lady Sackville was a valued customer of Cartier and loved jewels. She often lavished them on her daughter, buying them on impulse, using them to smooth over a quarrel and also exchanging them and claiming them back at will. In Susan Mary Alsop's biography of Lady Sackville, a shopping spree between mother and daughter, after the court case in July 1913, is described: as the two passed a jeweller's on Bond Street a necklace caught Lady Sackville's eye. "How much is that?" "Two thousand pounds, my lady." "Thank you - we'll take it with us. Do you like it, darling? I think it will look very pretty on you."

It is thought Lady Sackville gave this necklace to Vita upon her engagement to Harold Nicolson in 1913. Vita's marriage took place at Knole on 1 October 1913 and was a huge society event, widely reported in the national press. In the Great Hall more than 600 valuable wedding presents were put on display, the star exhibit being a huge collection of jewels, mainly of emeralds and diamonds, many given to Vita by Lady Sackville. With Grateful thanks to Vanessa Nicolson, granddaughter of Vita Sackville-West, for her help in researching this jewel.

Further reading:

Nicolson, Nigel, "Portrait of a Marriage", London, 1973 Glendinning, Victoria, "Vita. The Life of Vita Sackville-West", London, 1984 Alsop, Susan Mary, "Lady Sackville", New York, 1978 Armstrong, Isobel (ed) "New Feminist Discourses: Critical Essays on Theories and Texts', chapter 'Vita Sackville-West and her mother' by Raitt, Susannah, 1992 Dictionary of National Biography British Newspaper Archive



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166 (actual size)

166

AN AQUAMARINE AND DIAMOND RING, BY CARTIER

The rectangular step-cut aquamarine within pavé-set brilliant-cut diamond shoulders, the gallery highlighted with two brilliant-cut diamonds, aquamarine approximately 14.48 carats, diamonds approximately 1.66 carats total, signed Cartier, numbered H4S00673, maker's mark, French assay mark, ring size O½

£4,000 - 6,000 US\$5,200 - 7,800

For details of an insurance document from Cartier, dated 21 February 2018, please contact the department.



A PAIR OF AQUAMARINE AND DIAMOND PENDENT EARRINGS, BY CARTIER, CIRCA 1935

Each highly articulated pendant set with a large briolette-cut aquamarine drop suspended from an old brilliant, rectangular and square-cut diamond surmount, *aquamarines approximately 47.75 carats and 47.69 carats, diamonds approximately 8.45 carats total, unsigned, length 6.4cm, maker's pouch*

£40,000 - 60,000 US\$52,000 - 78,000

For details of an insurance document from Cartier, dated 21 February 2018, please contact the department.



168 (alternate view)

168

AN ART DECO AQUAMARINE AND DIAMOND NECKLACE, BY CARTIER, CIRCA 1940

The highly articulated collar of geometric design, graduating in size from the centre, the front swag set with vari-cut aquamarines and pavé-set brilliant-cut diamond sculptural motif highlights with brilliantcut diamond accents, suspended from a row of rectangular-step cut aquamarines, mounted in platinum, *central shield-shaped frontispiece detaches and may be worn as a clip, aquamarines approximately* 169.85 carats total, diamonds approximately 9.64 carats total, signed *Cartier London, maker's mark JC, numbered* 3761, *lengths: necklace* 34.5cm, *clip* 5.1cm

£100,000 - 150,000 US\$130,000 - 190,000

For details of an insurance document from Cartier, dated 21 February 2018, please contact the department.



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Diamond Grading

Colour

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

Clarity

IF	Internally Flawless	No inclusions and only insignificant surface blemishes when viewed under 10X magnification	
VVS1-VVS2	Very, Very Slightly Included	Minute inclusions that are incredibly difficult to see under 10X magnification, generally only visible from the back of the stone and may be removed easily by repolishing	
VS1-VS2	Very Slightly Included	Minor inclusions that range from difficult (VS1) to slightly easier (VS2) to see under 10X magnification	
SI1-2	Slightly Included	Noticeable inclusions that are easy (SI1) or very easy (SI2) to see under 10X magnification	
11-3	Obvious Inclusions	Obvious inclusions that are easily visible under 10X magnification and in some cases may even be seen without magnification	

Certified Stone Index

CERTIFIED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No
2.89	Step	Н	VS1	Negligible	De Beers	46
3.23	Round	I	12	Faint	De Beers	99
3.31	Round	J	SI2	Strong	De Beers	99
3.42	Heart Brilliant	G	VS1	None	GIA	55
4.44	Rectangular	D	VVS1	Very Strong Blue	GIA	107
5.46	Round	G	WS2	Negligible	De Beers	13
6.42	Ashoka	D	IF	None	GIA	160
7.03	Step	Н	VS2	Faint	De Beers	95
7.46	Emerald	Н	WS2	None	GIA	158

CERTIFIED FANCY COLOURED DIAMOND INDEX

Carat	Cut	Colour	Clarity	Fluorescence	Laboratory Report	Lot No
0.26	Marquise	Fancy Intense Pink	SI2	Medium	De Beers	109
0.35	Square Modified Brilliant	Fancy Grey-Blue	SI2	None	GIA	112
0.77	Shield	Fancy Light Pink	N/A	N/A	GIA	110
2.05	Oval Brilliant	Fancy Vivid Yellow	SI2	Strong	LFG	57
4.22	Pear	Very Light Pink	SI1	Faint	GIA	161
5.56	Round Brilliant	Fancy Dark Organge-Brown	N/A	N/A	GIA	54
approx 6.00 total	Princess	Fancy Yellow	WS-VS	N/A	IGI	58
9.32	Square Modified Brilliant	Fancy Intense Yellow	SI1	None	GIA	157
11.30	Rectangular Modified Brilliant	Fancy Yellow	VS1	Faint	GIA	129

CERTIFIED PEARL INDEX

No. of Natural Pearls	Shape	Dimensions	Colour	Laboratory Report	Lot No
2	Drop	1. 8.2-8.6 x 11mm 2. 8.4-8.5 x 101-11mm	Cream	Gem & Pearl	15
1	Oval	9.6-10.1 x 11.2mm	Cream	Gem & Pearl	16
46	Button, Round & Drop	Freshwater: 1a. 10.2-10.4 x 5.8mm b. 8.8-9.2 x 11-12mm Saltwater: Largest 9.3 x 8-9mm Earrings: Largest 9.6-9.8 x 8-9mm	Cream/white/ yellow/grey/black	Gem & Pearl	17
n/a	Round	2.4-3.2mm	Cream	Gem & Pearl	5
2	Drop	1. 12.72-14.91 x 18.51mm 2. 13.50-14.12 x 17.25mm	Cream	SSEF	103

CERTIFIED EMERALD INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
4.85	Step	Colombia	Minor	Gubelin	74
5.01	Step	Colombia	Minor	Gubelin	74
approx 6.00	Octagonal	Colombia	Moderate (Oil)	GCS	33
approx 8.50	Cushion	Colombia	Moderate (Oil)	GCS	10
20.24	Step	Colombia	Minor	Gubelin	130
28.22	Carved	Colombia	Minor	GRS	9
approx 30.00	Oval	Colombia	Minor	CGL	42
approx 30.01	Oval	Colombia	Moderate	Monaco Gem Lab	42

CERTIFIED SAPPHIRE INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
2.33	Rectangular Cushion	Burma (pink)	None	Gem & Pearl	14
3.51	Step	Kashmir	None	AGL	34
approx 4.50	Step	Sri Lanka	None	Gem & Pearl	39
approx 5.00	Rectangular Cushion	Sri Lanka	None	Gem & Pearl	32
N/A	Oval/Cushion	Sri Lanka	None	Gem & Pearl	40
8.2	Step	Burma	None	Gubelin	159
12.99	Cabochon	Sri Lanka	None	Gem & Pearl	89
17.35	Cushion	Sri Lanka	None	Gubelin	132
28.75	Cabochon	Sri Lanka	None	Gem & Pearl	37

CERTIFIED RUBY INDEX

Carat	Cut	Origin	Treatment	Laboratory Report	Lot No
2.52	Cushion	Burma	None	Gubelin	100
3.73	Oval	Thailand, East Africa, etc	Heated	Gem & Pearl	36
2.88	Oval	Burma	None	Gem & Pearl	38

CERTIFIED GEM INDEX

Carat	Cut	Spiecies	Variety	Treatment	Laboratory Report	Lot No
11.96	Step	Spinel	Burma	None	Lotus	70
33.80	Step	Topaz	Imperial	N/a	Gem & Pearl	29
34.448	Cushion	Spinel	Tajikistan	None	SSEF	108

Bonhams

AUCTIONEERS SINCE 1793

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Upcoming Auctions 2019

WATCHES & WRISTWATCHES Montpelier Street, London | 19 November

HONG KONG WATCHES 3.0 Hong Kong | 26 November

FINE WRISTWATCHES New Bond Street, London | 11 December

ENQUIRIES

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A rare stainless steel chronograph bracelet watch with rare 'Khanjar' Dial Cosmograph Daytona Ref: 6265, Circa 1979 £80,000 - 120,000 * Fine Wristwatches | 11 December

NOTICE TO BIDDERS

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

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

1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff make statements about a l ot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buver and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or an insert in the Catalogue.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *l* ot, *l* ots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality: the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot. Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each Lot to establish the accuracy or otherwise of any Descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the Catalogue or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

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

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

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

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidder registration desk at the Sale venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buver's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have preregistered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

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

Bidding through an agent

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

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

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

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

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buver'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).

Percentage amount
4%
3%
1%
0.5%
0.25%

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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/exportcontrols/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 gumaker 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 behalt 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
- Attributed to Bin 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.

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

THE CONTRACT

1

1.3

- 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.
 - The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

SELLER'S UNDERTAKINGS

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- 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.

DESCRIPTIONS OF THE LOT

3

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3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the Seller until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

7.2

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- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;

- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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

THE CONTRACT

1

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;

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- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- 3.8 You warrant that neither you nor if you are a company, your directors, officers or your owner or their directors or shareholders are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"): or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

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

COLLECTION OF THE LOT

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- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice* 6.1 *to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all

charges due under the Storage Contract.

- You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

STORING THE LOT

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4.8

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We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3. and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

RESPONSIBILITY FOR THE LOT

- Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment:
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

FORGERIES

9

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

- You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

OUR LIABILITY

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9.4

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

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

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

MISCELLANEOUS

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- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

"Business" includes any trade, Business and profession.

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

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue). "Buyer's Premium" the sum calculated on the Hammer Price

at the rates stated in the Notice to Bidders. "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf 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.
- 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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