

## BUYING AT AUCTION

The following pages are designed to give you useful information on how to buy at auction. Sotheby's staff as listed at the front of this catalogue will be happy to assist you. However, it is important that you read the following information carefully and note that Sotheby's act for the seller. Bidders' attention is specifically drawn to Conditions 3 and 4, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby's and sellers. The limitations and exclusions relating to Sotheby's are consistent with its role as auctioneer of large quantities of goods of a wide variety and bidders should pay particular attention to these Conditions. Prospective bidders should also consult [www.sothebys.com](http://www.sothebys.com) for the most up to date cataloguing of the property in this catalogue.

**Buyer's Premium** A buyer's premium will be added to the hammer price and is payable by the buyer as part of the total purchase price. The buyer's premium is 25% of the hammer price up to and including £180,000; 20% on any amount in excess of £180,000 up to and including £2,000,000; and 12.9% on any remaining amount in excess of £2,000,000. These rates are exclusive of any applicable VAT.

### 1. BEFORE THE AUCTION

**Catalogue Subscriptions** If you would like to take out a catalogue subscription, please ring +44 (0)20 7293 5000.

**Pre-sale Estimates** Pre-sale estimates are intended as a guide for prospective buyers. Any bid between the high and low pre-sale estimates would, in our opinion, offer a chance of success. However, lots can realise prices above or below the pre-sale estimates.

It is advisable to consult us nearer the time of sale as estimates can be subject to revision. The estimates printed in the auction catalogue do not include the buyer's premium or VAT.

**Pre-sale Estimates in US Dollars and Euros** Although the sale is conducted in pounds sterling, the pre-sale estimates in some catalogues are also printed in US dollars and/or euros. The rate of exchange is the rate at the time of production of this catalogue. Therefore, you should treat the estimates in US dollars or euros as a guide only.

**Condition of Lots** Prospective buyers are encouraged to inspect the property at the pre-sale exhibitions. Solely as a convenience, Sotheby's may also provide condition reports. The absence of reference to the condition of a lot in the catalogue description does not imply that the lot is free from faults or imperfections. Please refer to Condition 3 of the Conditions of Business for Buyers printed in this catalogue.

**Electrical and Mechanical Goods** All electrical and mechanical goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operative. It is essential that prior to any intended use, the electrical system is checked and approved by a qualified electrician.

**Provenance** In certain circumstances, Sotheby's may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

### 2. DURING THE AUCTION

**Conditions of Business** The auction is governed by the Conditions of Business and Authenticity Guarantee. These apply to all aspects of the relationship between Sotheby's and actual and prospective bidders and buyers. Anyone considering bidding in the auction should read them carefully. They may be amended by way of notices posted in the saleroom or by way of announcement made by the auctioneer.

**Bidding at Auction** Bids may be executed in person by paddle during the auction, in writing prior to the sale, by telephone or by BIDnow.

Auction speeds vary, but average between 50 and 120 lots per hour. The bidding steps are generally in increments of approximately 10% of the previous bid.

Please refer to Conditions 5 and 6 of the Conditions of Business for Buyers printed in this catalogue.

**Bidding in Person** To bid in person, you will need to register for and collect a numbered paddle before the auction begins. Proof of identity will be required. If you have a Sotheby's Client Card, it will facilitate the registration process.

Should you be the successful buyer of a lot, please ensure that your paddle can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately.

All lots sold will be invoiced to the name and address in which the paddle has been registered and cannot be transferred to other names and addresses.

Please do not mislay your paddle; in the event of loss, inform the Sales Clerk immediately. At the end of the sale, please return your paddle to the registration desk.

**Absentee, Telephone and Internet Bids** If you cannot attend the auction, we will be happy to execute written bids on your behalf or you can bid on the telephone for lots with a minimum low estimate of £3,000 or you can bid online using BIDnow. A bidding form and more information can be found at the back of this catalogue.

**Online Bidding via BIDnow** If you cannot attend the auction, it may be possible to bid online via BIDnow for selected sales. This service is free and confidential. For information about registering to bid via BIDnow, please refer to [sothebys.com](http://sothebys.com). Bidders using the BIDnow service are subject to the Additional Terms and Conditions for Live Online Bidding via BIDnow, which can be viewed at [sothebys.com](http://sothebys.com), as well as the Conditions of Business applicable to the sale.

**Consecutive and Responsive Bidding** The auctioneer may open the bidding on any

lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing consecutive or responsive bids for a lot. Please refer to Condition 6 of the Conditions of Business for Buyers printed in this catalogue.

**Interested Parties Announcement** In situations where a person who is allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot, or a party providing or participating in a guarantee of the lot, Sotheby's will make an announcement in the saleroom that interested parties may bid on the lot. In certain instances, interested parties may have knowledge of the reserves.

**Employee Bidding** Sotheby's employees may bid only if the employee does not know the reserve and fully complies with Sotheby's internal rules governing employee bidding.

**US Economic Sanctions** The United States maintains economic and trade sanctions against targeted foreign countries, groups and organizations. There may be restrictions on the import into the United States of certain items originating in sanctioned countries, including Burma, Cuba, Iran, North Korea and Sudan. The purchaser's inability to import any item into the US or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

### 3. AFTER THE AUCTION

**Payment** Payment is due immediately after the sale and may be made by Sterling Wire Transfer or Sterling Cheque. Payments by Sterling Cash and by Credit/Debit Cards are also accepted subject to certain restrictions and/or surcharges – please see below.

- It is against Sotheby's general policy to accept single or multiple related payments in the form of cash or cash equivalents in excess of the local currency equivalent of US\$10,000.
- It is Sotheby's policy to request any new clients or buyers preferring to make a cash payment to provide: proof of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card or driver's licence) and confirmation of permanent address. Thank you for your co-operation.

Cheques should be made payable to Sotheby's. Although personal and company cheques drawn in pounds sterling on UK banks are accepted, you are advised that property will not be released until such cheques have cleared unless you have a pre-arranged Cheque Acceptance Facility. Forms to facilitate this are available from the Post Sale Services Department.

**Bank transfers** Our bank account details are shown on our invoices. Please include your name, Sotheby's account number and invoice number with your instructions to your bank. Please note that we reserve the right to decline payments received from anyone other than the buyer of record and that clearance of such payments

will be required. Please contact our Post Sale Services Department if you have any questions concerning clearance.

**Card payment** Sotheby's accepts payment by Visa, MasterCard, American Express and CUP credit and debit cards. Card payments may not exceed £30,000 per sale. All cards are accepted in person at Sotheby's premises at the address noted in the catalogue. With the exception of CUP, card payments may also be made online at <http://www.sothebys.com/en/invoice-payment.html> or by calling Post Sale Services at +44 (0)20 7293 5220.

**We reserve the right to seek identification of the source of funds received.**

The Conditions of Business require buyers to pay immediately for their purchases. However, in limited circumstances and with the seller's agreement, Sotheby's may grant buyers it deems creditworthy the option of paying for their purchases on an extended payment term basis. Generally credit terms must be arranged prior to the sale. In advance of determining whether to grant the extended payment terms, Sotheby's may require credit references and proof of identity and residence.

**Collection** It is Sotheby's policy to request proof of identity on collection of a lot. Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's. If you are in doubt about the location of your purchases, please contact the Sale Administrator prior to arranging collection. Removal, storage and handling charges may be levied on uncollected lots. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

**Storage** Storage and handling charges may apply. For information concerning post sale storage and charges, please see Sotheby's Greenford Park, Storage and Collection Information at the back of this catalogue. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

All purchases remaining at our New Bond Street premises 90 days after the sale will be transferred to Sotheby's Greenford Park Fine Art Storage (see Sotheby's Greenford Park, Storage and Collection information). All such purchases will be subject to further storage and handling charges from this point.

**Loss or Damage** Buyers are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers printed in this catalogue.

**Shipping** Sotheby's offers a comprehensive shipping service. Except if otherwise indicated in this Buying At Auction Guide, our Shipping Department can advise buyers on exporting and shipping property, and arranging delivery. For assistance please contact:  
**Post Sale Services (Mon-Fri 9am to 5pm)**  
Tel +44 (0)20 7293 5220  
Fax +44 (0)20 7293 5910  
Email: [ukpostsaleservices@sothebys.com](mailto:ukpostsaleservices@sothebys.com)  
We will send you a quotation for shipping your purchase(s). Transit risk insurance may also be included in your quotation. If

the quotation is accepted, we will arrange the shipping for you and will despatch the property as soon as possible after receiving your written agreement to the terms of the quotation, financial release of the property and receipt of any export licence or certificates that may be required. Despatch will be arranged at the buyer's expense. Sotheby's may charge an administrative fee for arranging the despatch.

All shipments should be unpacked and checked on delivery and any discrepancies notified immediately to the party identified in your quotation and/or the accompanying documentation.

**Export** The export of any lot from the UK or import into any other country may be subject to one or more export or import licences being granted. It is the buyer's responsibility to obtain any relevant export or import licence. The denial of any licence required or delay in obtaining such licence cannot justify the cancellation of the sale or any delay in making payment of the total amount due.

Sotheby's, upon request and for an administrative fee, may apply for a licence to export your lot(s) outside the UK

- An **EU Licence** is necessary to export cultural goods subject to the EU Regulation on the export of cultural property (EEC No. 3911/92, Official Journal No. L395 of 31/12/92) from the European Community.
- A **UK Licence** is necessary to move cultural goods valued at or above the relevant UK Licence limits from the UK.

For export outside the European Community, an EU Licence will be required for most items over 50 years of age with a value of over £39,219. The following is a selection of categories of items for which other value limits apply and for which an EU Licence may be required. It is not exhaustive and there are other restrictions.

#### EU Licence Thresholds

Archaeological objects  
EU LICENCE THRESHOLD: ZERO  
Elements of artistic, historical or religious monuments  
EU LICENCE THRESHOLD: ZERO  
Manuscripts, documents and archives (excluding printed matter)  
EU LICENCE THRESHOLD: ZERO  
Architectural, scientific and engineering drawings produced by hand  
EU LICENCE THRESHOLD: £11,766  
Photographic positive or negative or any assemblage of such photographs  
EU LICENCE THRESHOLD: £11,766  
Textiles (excluding carpets and tapestries)  
EU LICENCE THRESHOLD: £39,219  
Paintings in oil or tempera  
EU LICENCE THRESHOLD: £117,657  
Watercolours, gouaches and pastels  
EU LICENCE THRESHOLD: £23,531  
Prints, Engravings, Drawings and Mosaics  
EU LICENCE THRESHOLD: £11,766

There are separate thresholds for exporting within the European Community. A UK Licence will be required for most items over 50 years of age with a value of over £65,000. Some exceptions are listed below:-

#### UK Licence Thresholds

Photographic positive or negative or any assemblage of such photographs  
UK LICENCE THRESHOLD: £10,000  
Textiles (excluding carpets and tapestries)

UK LICENCE THRESHOLD: £12,000  
British Historical Portraits  
UK LICENCE THRESHOLD: £10,000

Sotheby's recommends that you retain all import and export papers, including licences, as in certain countries you may be required to produce them to governmental authorities.

**Endangered Species** Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, tortoiseshell, etc., irrespective of age or value, may require a licence or certificate prior to exportation and require additional licences or certificates upon importation to any country outside the EU. Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. For example, it is illegal to import African elephant ivory into the United States and there are other restrictions on the importation of ivory into the US under certain US regulations which are designed to protect wildlife conservation.

Sotheby's suggests that buyers check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's responsibility to obtain any export or import licences and/or certificates as well as any other required documentation (please refer to Condition 10 of the Conditions of Business for Buyers printed in this catalogue). Please note that Sotheby's is not able to assist buyers with the shipment of any lots containing ivory and/or other restricted materials into the US. A buyer's inability to export or import these lots cannot justify a delay in payment or a sale's cancellation.

## EXPLANATION OF SYMBOLS

The following key explains the symbols you may see inside this catalogue.

#### ◦ Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby's or jointly by Sotheby's and a third party. Sotheby's and any third parties providing a guarantee jointly with Sotheby's benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. If the Guaranteed Property symbol for a lot is not included in the printing of the auction catalogue, a pre-sale or pre-lot announcement will be made indicating that there is a guarantee on the lot. If every lot in a catalogue is guaranteed, the Important Notices in the sale catalogue will so state and this symbol will not be used for each lot.

#### ▲ Property in which Sotheby's has an Ownership Interest

Lots with this symbol indicate that Sotheby's owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

#### Ⓜ Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby's with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may

bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, a fixed fee or both. If the irrevocable bidder is the successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. If the irrevocable bid is not secured until after the printing of the auction catalogue, Sotheby's will notify bidders that there is an irrevocable bid on the lot by one or more of the following means: a pre-sale or pre-lot announcement, by written notice at the auction or by including an irrevocable bid symbol in the e-catalogue for the sale prior to the auction. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby's requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

#### ∨ Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may be bidding on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full Buyer's Premium. In certain instances, interested parties may have knowledge of the reserve. In the event the interested party's possible participation in the sale is not known until after the printing of the auction catalogue, a pre-lot announcement will be made indicating that interested parties may be bidding on the lot.

#### □ No Reserve

Unless indicated by a box (□), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential hammer price established between Sotheby's and the seller and below which a lot will not be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate for the lot. If any lots in the catalogue are offered without a reserve, these lots are indicated by a box (□). If all lots in the catalogue are offered without a reserve, a Special Notice will be included to this effect and the box symbol will not be used for each lot.

#### ⊕ Property Subject to the Artist's Resale Right

Purchase of lots marked with this symbol (⊕) will be subject to payment of the Artist's Resale Right, at a percentage of the hammer price calculated as follows:

#### Portion of the hammer price (in €)

Royalty Rate	
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

The Artist's Resale Right payable will be the aggregate of the amounts payable under the above rate bands, subject to a maximum royalty payable of 12,500 euros for any single work each time it is sold. The maximum royalty payable of 12,500 euros applies to works sold for 2 million euros and

above. Calculation of the artist's resale right will be based on the pound sterling / Euro reference exchange rate quoted on the date of the sale by the European Central Bank.

#### ● Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of Buyers and the absence of the Symbol is not a warranty that there are no restrictions regarding import or export of the Lot; Bidders should refer to Condition 10 of the Conditions of Business for Buyers. Please also refer to the section on Endangered Species in the Buying at Auction Guide. As indicated in the Endangered Species section, Sotheby's is not able to assist buyers with the shipment of any lots with this symbol into the US. A buyer's inability to export or import any lots with this symbol cannot justify a delay in payment or a sale's cancellation.

#### Ⓜ Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Buyers are advised to inspect the lot and to contact Sotheby's prior to the sale to discuss any specific shipping requirements.

#### Please refer to VAT information for Buyers for VAT symbols used in this catalogue.

Value Added Tax (VAT) may be payable on the hammer price and/or the buyer's premium. Buyer's premium may attract a charge in lieu of VAT. Please read carefully the "VAT INFORMATION FOR BUYERS" printed in this catalogue.

## VAT AND OTHER TAX INFORMATION FOR BUYERS AT BOOKS SALES

The following paragraphs are intended to give general guidance to buyers on the VAT and certain other potential tax implications of purchasing at Sotheby's book department sales. The information concerns the most usual circumstances and is not intended to be complete. In all cases the relevant tax legislation takes precedence and the VAT rates in effect on the day of the auction will be the rates charged. It should be noted that, for VAT purposes only, Sotheby's is not usually treated as an agent and most property is sold as if it is the property of Sotheby's.

In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending sale room notice).

### 1. PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol the property is free from VAT and Sotheby's will not charge VAT on either the hammer price or the buyer's premium.

### 2. PROPERTY WITH A # SYMBOL

Although these items are not free from VAT, Sotheby's is able to use the Auctioneer's Margin Scheme and VAT will not normally be charged on the hammer price.

Sotheby's must bear VAT on the buyer's premium and hence will charge an amount in lieu of VAT at the standard rate on this

premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

Please see 'Exports from the European Union' for the conditions to be fulfilled before the amount in lieu of VAT in the buyer's premium may be cancelled or refunded.

(VAT-registered buyers from within the European Union (EU) should note that the amount in lieu of VAT contained within the buyer's premium cannot be cancelled or refunded by Sotheby's or HM Revenue and Customs.)

Buyers within the EU requiring an invoice under the normal VAT rules, instead of a margin scheme invoice, should notify the Post Sale Service Group or the Client Accounts Department on the day of the auction and an invoice with VAT on the hammer price will be raised. Buyers requiring re-invoicing under the normal VAT rules subsequent to a margin scheme invoice having been raised should contact the Client Accounts Department for assistance.)

### 3. PROPERTY WITH A † SYMBOL

These items are standard-rated and will be sold under the normal UK VAT rules. Both the hammer price and buyer's premium will be subject to VAT at the standard rate.

Please see 'Exports from the European Union' for the conditions to be fulfilled before the VAT charged on the hammer price may be cancelled or refunded. Sotheby's must always charge VAT on the buyer's premium for these lots and will neither cancel nor refund the VAT charged.

(VAT-registered buyers from other European Union (EU) countries may have the VAT on the hammer price cancelled or refunded if they provide Sotheby's with their VAT registration number and evidence that the property has been removed from the UK within three months of the date of sale. The evidence of removal required is a certificate of shipment or, if the lots were carried by hand, proof of travel and completion of a form available from the Post Sale Service Group.

(All business buyers from outside the UK should refer to 'VAT Refunds from HM Revenue and Customs' for information on how to recover VAT incurred on the buyer's premium.)

### 4. PROPERTY WITH A α SYMBOL

Items sold to buyers whose address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had a # symbol (see 'Property with a # symbol' above). However, if the property is to be exported from the EU, Sotheby's will re-invoice the property under the normal VAT rules (see 'Property sold with a † symbol' above) as requested by the seller.

Items sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules (see 'Property sold with a † symbol' above). Although the hammer price will be subject to VAT this will be cancelled or refunded upon export - see 'Exports from the European Union'. The buyer's premium will always attract VAT. However, buyers who are not intending to export their property from the EU should notify our Client Accounts Department on the day of the sale

and the property will be re-invoiced showing no VAT on the hammer price (see 'Property sold with a # symbol' above).

### 5. PROPERTY SOLD WITH A ‡ OR Ω SYMBOL

These items have been imported from outside the European Union (EU) to be sold at auction under temporary importation. When Sotheby's releases such property to buyers in the UK, the buyer will become the importer and must pay Sotheby's import VAT at the following rates on the hammer price:

- ‡ - the reduced rate
- Ω - the standard rate

You should also note that the appropriate rate will be that in force at the date of collection from Sotheby's and not that in force at the date of sale.

These lots will be invoiced under the auctioneers margin scheme. Sotheby's must bear VAT on the buyer's premium and hence will charge an amount in lieu of VAT at the standard rate on this premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

(VAT-registered buyers from the EU should note that the import VAT charged on property released in the UK cannot be cancelled or refunded by Sotheby's, however you may be able to seek repayment by applying to HM Revenue and Customs - see VAT refunds from HM Revenue and Customs.)

(VAT-registered buyers from the UK should note that the invoice issued by Sotheby's for these items is not suitable evidence in respect of import VAT.)

This may enable a buyer who is VAT registered elsewhere in the EU to avoid payment of VAT in the United Kingdom. Re-invoicing in this way may make the lot ineligible to be re-sold using the margin scheme. Sotheby's will transfer all lots sold subject to Temporary Admission to its Custom warehouse immediately after sale.

(VAT-registered buyers from the UK should note that the invoice issued by Sotheby's for these items is not suitable evidence in respect of import VAT.)

On request, immediately after sale, the Temporary Admission Department can either ask HM Revenue and Customs to generate a C79 certificate (for UK buyers), or obtain a copy of the import C88 (for other EU VAT registered buyers), which may be used to claim recovery of the VAT. Otherwise Sotheby's may re-invoice the lot as if it had been sold with a † symbol and charge VAT at the standard rate on both the hammer price and premium and provide a tax invoice to the buyer. This may enable a buyer who is VAT registered elsewhere in the EU to avoid payment of VAT in the United Kingdom. Re-invoicing in this way may make the lot ineligible to be re-sold using the margin scheme.

### 6. EXPORTS FROM THE EUROPEAN UNION

The following types of VAT may be cancelled or refunded by Sotheby's on exports made within three months of the sale date if strict conditions are met:

- the amount in lieu of VAT charged on buyer's premium for property sold under the margin scheme i.e. with a # symbol or a α symbol.

- the VAT on the hammer price for property sold under the normal VAT rules i.e. with a † symbol or a α symbol.
- the import VAT charged on the hammer price and VAT on the buyer's premium for property sold under temporary importation i.e. with a ‡ or a Ω symbol.

In each of the above examples, where the appropriate conditions are satisfied, no VAT will be charged if, at or before the time of invoicing, the buyer instructs Sotheby's to export the property from the EU. If such instruction is received after payment, a refund of the VAT amount will be made. If a buyer later decides not to use Sotheby's shipping services a revised invoice will be raised charging VAT.

Where the buyer carries purchases from the EU personally or uses the services of another shipper, Sotheby's will charge the VAT amount due as a deposit and refund it if the lot has been exported within three months of the date of sale and the following conditions are met:

- for lots sold under the margin scheme (no VAT symbol) or the normal VAT rules († symbol), Sotheby's is provided with appropriate documentary proof of export from the EU. Buyers carrying their own property should obtain hand-carry papers from the Shipping department to facilitate this process.
- for lots sold under temporary importation (‡ or Ω symbols), Sotheby's is provided with a copy of the correct paperwork duly completed and stamped by HM Revenue and Customs which show the property has been exported from the EU via the United Kingdom. It is essential for shippers acting on behalf of buyers to collect copies of the original import papers from our Shipping Department. HM Revenue and Customs insist that the correct Customs procedures are followed and Sotheby's will not be able to issue any refunds where the export documents do not exactly comply with their regulations. Property subject to temporary importation must be transferred to another Customs procedure immediately if any restoration or repair work is to be carried out.
- buyers carrying their own property must obtain hand-carry papers from the Shipping Department for which a charge of £30 will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Sotheby's.
- Sotheby's is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to temporary importation and the property is exported from the EU within three months of the date of sale.
- any refund of VAT is subject to a minimum of £50 per shipment and a processing charge of £20.

Buyers intending to export, repair, restore or alter lots under temporary importation († or Ω symbols) should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Sotheby's being unable to refund the VAT charged on deposit.

### 7. VAT REFUNDS FROM HM REVENUE AND CUSTOMS

Where VAT charged cannot be cancelled or refunded by Sotheby's, it may be possible

to seek repayment from HM Revenue and Customs. Repayments in this manner are limited to businesses located outside the UK and may be considered for

- VAT charged on buyer's premium on property sold under the normal VAT rules (i.e. with a † or α symbol) or
- import VAT charged on the hammer price and buyer's premium for lots sold under temporary importation (i.e. with a ‡ or Ω symbol).

Claim forms are available from:

HM Revenue and Customs  
VAT Overseas Repayments Unit  
PO Box 34, Foyle House  
Duncreggan Road, Londonderry  
Northern Ireland, BT48 7AE  
Tel: +44 (0)2871 305100  
Fax: +44 (0)2871 305101  
enq.oru.ni@hmrc.gsi.gov.uk

### 8. SALES AND USE TAXES

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of items following purchase (for example, the Use Tax payable on import of purchased items to certain states of the USA). Buyers should obtain their own advice in this regard.

Sotheby's is registered to collect sales tax in the states of New York and California, USA. In the event that Sotheby's ships items for a purchaser in this sale to a destination within New York State USA, or California State USA, Sotheby's is obliged to collect the respective state's sales or use tax on the total purchase price and shipping costs, including insurance, of such items, regardless of the country in which the purchaser resides or is a citizen. Where the purchaser has provided Sotheby's with a valid Resale Exemption Certificate prior to the release of the property, sales and use tax will not be charged. Clients to whom this tax might apply are advised to contact the Post Sale Manager listed in the front of this catalogue before arranging shipping.

### CONDITIONS OF BUSINESS FOR BUYERS

The nature of the relationship between Sotheby's, Sellers and Bidders and the terms on which Sotheby's (as auctioneer) and Sellers contract with Bidders are set out below.

Bidders' attention is specifically drawn to Conditions 3 and 4 below, which require them to investigate lots prior to bidding and which contain specific limitations and exclusions of the legal liability of Sotheby's and Sellers. The limitations and exclusions relating to Sotheby's are consistent with its role as auctioneer of large quantities of goods of a wide variety and Bidders should pay particular attention to these Conditions.

#### 1. INTRODUCTION

(a) Sotheby's and Sellers' contractual relationship with prospective Buyers is governed by:

- (i) these Conditions of Business;
- (ii) the Conditions of Business for Sellers displayed in the saleroom and which are available upon request from Sotheby's UK salerooms or by telephoning +44 (0)20 7293 6482;

(iii) Sotheby's Authenticity Guarantee as printed in the sale catalogue;  
(iv) any additional notices and terms printed in the sale catalogue, including the guide to Buying at Auction; and  
(v) in respect of online bidding via the internet, the BidNOW Conditions on the Sotheby's website,  
in each case as amended by any saleroom notice or auctioneer's announcement at the auction.

(b) As auctioneer, Sotheby's acts as agent for the Seller. A sale contract is made directly between the Seller and the Buyer. However, Sotheby's may own a lot (and in such circumstances acts in a principal capacity as Seller) and/or may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

## 2. COMMON TERMS

In these Conditions of Business:

**"Bidder"** is any person considering, making or attempting to make a bid, by whatever means, and includes Buyers;

**"Buyer"** is the person who makes the highest bid or offer accepted by the auctioneer, and includes such person's principal when bidding as agent;

**"Buyer's Expenses"** are any costs or expenses due to Sotheby's from the Buyer and any Artist's Resale Right levy payable in respect of the sale of the Property, including an amount in respect of any applicable VAT thereon;

**"Buyer's Premium"** is the commission payable by the Buyer on the Hammer Price at the rates set out in the guide to Buying at Auction plus any applicable VAT or an amount in lieu of VAT;

**"Counterfeit"** is as defined in Sotheby's Authenticity Guarantee;

**"Hammer Price"** is the highest bid accepted by the auctioneer by the fall of the hammer, (in the case of wine, as apportioned pro-rata by reference to the number of separately identified items in that lot), or in the case of a post-auction sale, the agreed sale price;

**"Purchase Price"** is the Hammer Price and applicable Buyer's Premium and VAT;

**"Reserve"** is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a lot;

**"Seller"** is the person offering a lot for sale (including their agent (other than Sotheby's), executors or personal representatives);

**"Sotheby's"** means Sotheby's, the unlimited company which has its registered office at 34-35 New Bond Street, London W1A 2AA;

**"Sotheby's Company"** means both Sotheby's in the USA and any of its subsidiaries (including Sotheby's in London) and Sotheby's Diamonds SA and its subsidiaries (in each case "subsidiary" having the meaning of Section 1159 of the Companies Act 2006);

**"VAT"** is Value Added Tax at the prevailing rate. Further information is contained in the guide to Buying at Auction.

## 3. DUTIES OF BIDDERS AND OF SOTHEBY'S IN RESPECT OF ITEMS FOR SALE

(a) Sotheby's knowledge in relation to each lot is partially dependent on information

provided to it by the Seller, and Sotheby's is not able to and does not carry out exhaustive due diligence on each lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.

(b) Each lot offered for sale at Sotheby's is available for inspection by Bidders prior to the sale. Sotheby's accepts bids on lots solely on the basis that Bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the Bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Bidders acknowledge that many lots are of an age and type which means that they are not in perfect condition. All lots are offered for sale in the condition they are in at the time of the auction (whether or not Bidders are in attendance at the auction). Condition reports may be available to assist when inspecting lots. Catalogue descriptions and condition reports may on occasions make reference to particular imperfections of a lot, but Bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. Illustrations are for identification purposes only and will not convey full information as to the actual condition of lots.

(d) Information provided to Bidders in respect of any lot, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion genuinely held by Sotheby's. Any estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time in Sotheby's absolute discretion.

(e) No representations or warranties are made by Sotheby's or the Seller as to whether any lot is subject to copyright or whether the Buyer acquires copyright in any lot.

(f) Subject to the matters referred to at 3(a) to 3(e) above and to the specific exclusions contained at Condition 4 below, Sotheby's shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with its role as auctioneer of lots in the sale to which these Conditions relate, and in the light of:

- (i) the information provided to it by the Seller;
- (ii) scholarship and technical knowledge; and
- (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

## 4. EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS

(a) Sotheby's shall refund the Purchase Price to the Buyer in circumstances where it deems that the lot is a Counterfeit and each of the conditions of the Authenticity Guarantee has been satisfied.

(b) In the light of the matters in Condition 3 above and subject to Conditions 4(a) and 4(e), neither any Sotheby's Company nor the Seller:

- (i) is liable for any errors or omissions in information provided to Bidders by Sotheby's (or any Sotheby's Company), whether orally or in writing, whether negligent or otherwise, except as set out in Condition 3(f) above;
- (ii) gives any guarantee or warranty to Bidders and any implied warranties and conditions are excluded (save in so far as such obligations cannot be excluded by law) other than the express warranties given by the Seller to the Buyer in Condition 2 of the Sellers' Conditions of Business;
- (iii) accepts responsibility to any Bidders in respect of acts or omissions (whether negligent or otherwise) by Sotheby's in connection with the conduct of auctions or for any matter relating to the sale of any lot.

(c) Unless Sotheby's owns a lot offered for sale, it is not responsible for any breach of these conditions by the Seller.

(d) Without prejudice to Condition 4(b), any claim against Sotheby's or the Seller by a Bidder is limited to the Purchase Price with regard to that lot. Neither Sotheby's nor the Seller shall under any circumstances be liable for any consequential losses.

(e) None of this Condition 4 shall exclude or limit Sotheby's liability in respect of any fraudulent misrepresentation made by Sotheby's or the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of Sotheby's or the Seller.

## 5. BIDDING AT AUCTION

(a) Sotheby's has absolute discretion to refuse admission to the auction. Bidders must complete a Paddle Registration Form and supply such information and references as required by Sotheby's. Bidders act as principal unless they have Sotheby's prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.

(b) Sotheby's advises Bidders to attend the auction but will seek to carry out absentee written bids which are in pounds sterling and, in Sotheby's opinion, clear and received sufficiently in advance of the sale of the lot, endeavouring to ensure that the first received of identical written bids has priority.

(c) Where available, written, telephone and online bids are offered as an additional service for no extra charge, at the Bidder's risk and shall be undertaken with reasonable care subject to Sotheby's other commitments at the time of the auction; Sotheby's therefore cannot accept liability for failure to place such bids save where such failure is unreasonable. Telephone and online bids may be recorded. Online bids ("BidNOW") are made subject to the BidNOW Conditions available on the Sotheby's website or upon request. The BidNOW Conditions apply in relation to online bids, in addition to these Conditions of Business.

## 6. CONDUCT OF THE AUCTION

(a) Unless otherwise specified, all lots are offered subject to a Reserve, which shall be no higher than the low presale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he believes there may be error or dispute, and take such other action as he reasonably thinks fit.

(c) The auctioneer will commence and advance the bidding at levels and in increments he considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller up to the Reserve on the lot, without indicating he is doing so and whether or not other bids are placed.

(d) Subject to Condition 6(b), the contract between the Buyer and the Seller is concluded on the striking of the auctioneer's hammer, whereupon the Buyer becomes liable to pay the Purchase Price.

(e) Any post-auction sale of lots offered at auction shall incorporate these Conditions as if sold in the auction.

## 7. PAYMENT AND COLLECTION

(a) Unless otherwise agreed, payment of the Purchase Price for a lot and any Buyer's Expenses are due by the Buyer in pounds sterling immediately on conclusion of the auction (the "Due Date") notwithstanding any requirements for export, import or other permits for such lot.

(b) Title in a purchased lot will not pass until Sotheby's has received the Purchase Price and Buyer's Expenses for that lot in cleared funds. Sotheby's is not obliged to release a lot to the Buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the Buyer's unconditional obligation to pay the Purchase Price and Buyer's Expenses.

(c) The Buyer is obliged to arrange collection of purchased lots no later than thirty (30) calendar days after the date of the auction. Purchased lots are at the Buyer's risk (and therefore their sole responsibility for insurance) from the earliest of i) collection or ii) the thirty-first calendar day after the auction. Until risk passes, Sotheby's will compensate the Buyer for any loss or damage to the lot up to a maximum of the Purchase Price paid. Buyers should note that Sotheby's assumption of liability for loss or damage is subject to the exclusions set out in Condition 6 of the Conditions of Business for Sellers.

(d) For all items stored by a third party and not available for collection from Sotheby's premises, the supply of authority to release to the Buyer shall constitute collection by the Buyer.

(e) All packing and handling is at the Buyer's risk. Sotheby's will not be liable for any acts or omissions of third party packers or shippers.

(f) The Buyer of any firearm is solely responsible for obtaining all valid firearm or shotgun certificates or certificates of

registration as a firearms dealer, as may be required by the regulations in force in England and Wales or Scotland (as applicable) relating to firearms or other weapons at the time of the sale, and for complying with all such regulations, whether or not notice of such is published in the Sale Catalogue. Sotheby's will not deliver a firearm to a Buyer unless the Buyer has first supplied evidence to Sotheby's satisfaction of compliance with this Condition.

## 8. REMEDIES FOR NON-PAYMENT

Without prejudice to any rights the Seller may have, if the Buyer without prior agreement fails to make payment for the lot within five days of the auction, Sotheby's may in its sole discretion (having informed the Seller) exercise one or more of the following remedies:

(a) store the lot at its premises or elsewhere at the Buyer's sole risk and expense;

(b) cancel the sale of the lot;

(c) set off any amounts owed to the Buyer by a Sotheby's Company against any amounts owed to Sotheby's by the Buyer in respect of the lot;

(d) apply any payments made to Sotheby's by the buyer as part of the Purchase Price and Buyer's Expenses towards that or any other lot purchased by the Buyer, or to any shortfall on the resale of any lot pursuant to paragraph (h) below, or to any damages suffered by Sotheby's as a result of breach of contract by the Buyer;

(e) reject future bids from the Buyer or render such bids subject to payment of a deposit;

(f) charge interest at 6% per annum above HSBC Bank plc Base Rate from the Due Date to the date the Purchase Price and relevant Buyer's Expenses are received in cleared funds (both before and after judgement);

(g) exercise a lien over any of the Buyer's property which is in the possession of a Sotheby's Company. Sotheby's shall inform the Buyer of the exercise of any such lien and within 14 days of such notice may arrange the sale of such property and apply the proceeds to the amount owed to Sotheby's;

(h) resell the lot by auction or private sale, with estimates and reserves at Sotheby's discretion. In the event such resale is for less than the Purchase Price and Buyer's Expenses for that lot, the Buyer will remain liable for the shortfall together with all costs incurred in such resale;

(i) commence legal proceedings to recover the Purchase Price and Buyer's Expenses for that lot, together with interest and the costs of such proceedings on a full indemnity basis; or

(j) release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. Sotheby's will take reasonable steps to notify the Buyer prior to releasing such details to the Seller.

## 9. FAILURE TO COLLECT PURCHASES

(a) If the Buyer pays the Purchase Price and Buyer's Expenses but fails to collect a purchased lot within thirty calendar days of the auction, the lot will be stored at the Buyer's expense (and risk) at Sotheby's or with a third party.

(b) If a purchased lot is paid for but not collected within six months of the auction, the Buyer authorises Sotheby's, having given notice to the Buyer, to arrange a resale of the item by auction or private sale, with estimates and reserves at Sotheby's discretion. The proceeds of such sale, less all costs incurred by Sotheby's, will be forfeited unless collected by the Buyer within two years of the original auction.

## 10. EXPORT AND PERMITS

It is the Buyer's sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot. Any symbols or notices in the sale catalogue reflect Sotheby's reasonable opinion at the time of cataloguing and offer Bidders general guidance only. Without prejudice to Conditions 3 and 4 above, Sotheby's and the Seller make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes. The denial of any permit or licence shall not justify cancellation or rescission of the sale contract or any delay in payment.

## 11. GENERAL

(a) All images and other materials produced for the auction are the copyright of Sotheby's, for use at Sotheby's discretion.

(b) Notices to Sotheby's should be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to Sotheby's clients shall be addressed to the last address formally notified by them to Sotheby's.

(c) Should any provision of these Conditions of Business be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

(d) These Conditions of Business are not assignable by any Buyer without Sotheby's prior written consent, but are binding on Buyers' successors, assigns and representatives. No act, omission or delay by Sotheby's shall be deemed a waiver or release of any of its rights.

(e) The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions of Business and shall not apply to any contract made pursuant to them.

(f) The materials listed in Condition 1(a) above set out the entire agreement and understanding between the parties with respect to the subject matter hereof. It is agreed that, save in respect of liability for fraudulent misrepresentation, no party has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking which is not expressly referred to in such materials.

## 12. DATA PROTECTION

Sotheby's will use information provided by its clients (or which Sotheby's otherwise obtains relating to its clients) for the provision of auction and other art-related services, loan and insurance services, client administration, marketing and otherwise to manage and operate its business, or as required by law. This will include information such as the client's name and contact details, proof of identity, financial information, records of the client's transactions, and preferences. Some gathering of information about Sotheby's clients will take place using technical means to identify their preferences in order to provide a higher quality of service to them. Sotheby's may also disclose the client information to other Sotheby's Companies and/or third parties acting on their behalf to provide services for the purposes listed above.

Sometimes, Sotheby's may also disclose this information to carefully selected third parties for their own marketing purposes. If you do not wish your details to be used for this purpose, please email enquiries@sothebys.com.

If the client provides Sotheby's with information that is defined by European data protection laws as "sensitive", the client agrees that it may be used for the purposes set out above.

In the course of these disclosures, personal data collected in the European Economic Area may be disclosed to countries outside the European Economic Area. Although such countries may not have legislation that protects a client's personal information, Sotheby's shall take reasonable steps to keep such information secure and in accordance with European data protection principles. By agreeing to these Conditions of Business, the client is agreeing to such disclosure.

Please be aware that Sotheby's may film auctions or other activities on Sotheby's premises and that such recordings may be transmitted over the Internet via Sotheby's website. Telephone bids may be recorded.

Under European data protection laws, a client may object, by request and free of charge, to the processing of their information for certain purposes, including direct marketing, and may access and rectify personal data relating to them and may obtain more information about Sotheby's data protection policies by writing to Sotheby's, 34-35 New Bond Street, London W1A 2AA, or 1334 York Avenue, New York, NY 10021. Attn: Compliance or emailing enquiries@sothebys.com.

## 13. LAW AND JURISDICTION

**Governing Law** These Conditions of Business and all aspects of all matters, transactions or disputes to which they relate or apply (including any online bids in the sale to which these Conditions apply) shall be governed by and interpreted in accordance with English law.

**Jurisdiction** For the benefit of Sotheby's, all Bidders and Sellers agree that the Courts of

England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Business relate or apply. All parties agree that Sotheby's shall retain the right to bring proceedings in any court other than the Courts of England.

**Service of Process** All Bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted, at the last address of the Buyer or Seller known to Sotheby's or any other usual address.

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## SOTHEBY'S GREENFORD PARK STORAGE AND COLLECTION INFORMATION

Smaller items can normally be collected from New Bond Street, however large items may be sent to Sotheby's Greenford Park Fine Art Storage Facility. If you are in doubt about the location of your purchases please contact the Sale Administrator (see front of catalogue) prior to collection.

## COLLECTION FROM NEW BOND STREET

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's, together with settlement of any removal, interest, handling and storage charges thereon, appropriate identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9.00am to 5.00pm.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below. In addition all purchased lots that have not been collected from our New Bond Street premises within 90 days of the auction will be transferred to Sotheby's Greenford Park Fine Art Storage Facility.

Collect your property from:  
**Sotheby's Property Collection**

Opening hours:  
Monday to Friday 9.00am to 5.00pm  
34-35 New Bond Street  
London, W1A 2AA  
Tel: +44 (0)20 7293 5358  
Fax: +44 (0)20 7293 5933

## COLLECTION FROM SOTHEBY'S GREENFORD PARK FINE ART STORAGE FACILITY

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's, together with settlement of any removal, interest, handling and storage charges thereon, appropriate identification has been provided and a release note has been produced by our Post Sale Service Group at New Bond Street, who are open Monday to Friday 9.00am to 5.00pm.

Purchasers must ensure that their payment has been cleared prior to collection and that a release note has been forwarded to Sotheby's Greenford Park by our Post Sale Service Group at Sotheby's New Bond

Street. Buyers who have established credit arrangements with Sotheby's may collect purchases prior to payment, although a release note is still required from our Post Sale Service Group as above.

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the rates set out below.

Collect your property from: Sotheby's Greenford Park Fine Art Storage Facility  
Opening hours:

Monday to Friday 8.30am to 4.30pm  
Sotheby's Greenford Park,  
13 Ockham Drive, Greenford, Middlesex,  
UB6 0FD

Tel: +44 (0)20 7293 5600

Fax: +44 (0)20 7293 5625

#### ROUTE GUIDANCE TO SOTHEBY'S GREENFORD PARK FINE ART STORAGE FACILITY

From Bond Street head towards Regents Park, take the A40 Marylebone Road to Western Avenue. Take the exit off the A40 signposted Greenford A4127. At the roundabout take the third exit signposted Harrow and Sudbury, A4127 onto Greenford Road. Go under the railway bridge and at the traffic lights turn first left into Rockware Avenue. At the T Junction turn right onto Oldfield Lane North and then left into Ockham Drive. Stop at the security barrier and say you are visiting Sotheby's. Once cleared, travel 300 yards down the road and Unit 13 is situated on the left hand side.

#### STORAGE CHARGES

Any purchased lots that have not been collected within 30 days from the date of the auction will be subject to handling and storage charges at the following rates:

**Small items** (such as jewellery, watches, books or ceramics): handling fee of £20 per lot plus storage charges of £2 per lot per day.

**Medium items** (such as most paintings or small items of furniture): handling fee of £30 per lot plus storage charges of £4 per lot per day.

**Large items** (items that cannot be lifted or moved by one person alone): handling fee of £40 per lot plus storage charges of £8 per lot per day.

**Oversized items** (such as monumental sculptures): handling fee of £80 per lot plus storage charges of £10 per lot per day.

A lot's size will be determined by Sotheby's on a case by case basis (typical examples given above are for illustration purposes only).

All charges are subject to VAT, where applicable. All charges are payable to Sotheby's at our Post Sale Service Group in New Bond Street.

Storage charges will cease for purchased lots which are shipped through Sotheby's Shipping Logistics from the date on which we have received a signed quote acceptance from you.

#### LIABILITY FOR LOSS OR DAMAGE

Buyers are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days after the date of the auction. Please refer to Condition 7 of the Conditions of Business for Buyers.

## IMPORTANT NOTICES

### ESTIMATES IN EUROS

As a guide to potential buyers, estimates for this sale are also shown in Euros. The estimates printed in the catalogue in Pounds Sterling have been converted at the following rate, which was current at the time of printing. These estimates may have been rounded:

£1 = €1.128

By the date of the sale this rate is likely to have changed, and buyers are recommended to check before bidding.

During the sale Sotheby's may provide a screen to show currency conversions as bidding progresses. This is intended for guidance only and all bidding will be in Pounds Sterling. Sotheby's is not responsible for any error or omissions in the operation of the currency converter.

Payment for purchases is due in Pounds Sterling, however the equivalent amount in any other currency will be accepted at the rate prevailing on the day that payment is received in cleared funds.

Settlement is made to vendors in the currency in which the sale is conducted, or in another currency on request at the rate prevailing on the day that payment is made by Sotheby's.

### LIABILITY FOR LOSS OR DAMAGE FOR PURCHASED LOTS

Purchasers are requested to arrange clearance as soon as possible and are reminded that Sotheby's accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days following the date of the auction. Please refer to condition 7 of the Conditions of Business for Buyers.

### COLLECTION OF LOTS MARKED 'W'

All purchased lots marked in the catalogue with a W will be transferred from the saleroom to Sotheby's Greenford Park Fine Art Storage Facility after 5 pm on the day of the sale. Collection can be made from Sotheby's Greenford Park two days after the sale, but not on the day immediately following the sale.

Exceptions to this procedure will be notified by auction room notice and announced at the time of the sale. After 30 days storage charges will commence.

Please see the Buying at Auction guide for further information.

### SAFETY AT SOTHEBY'S

Sotheby's is concerned for your safety while you are on our premises and we endeavour to display items safely so far as is reasonably practicable. Nevertheless, should you handle any items on view at our premises, you do so at your own risk.

Some items can be large and/or heavy and can be dangerous if mishandled. Should you wish to view or inspect any items more closely please ask for assistance from a member of Sotheby's staff to ensure your safety and the safety of the property on view.

Some items on view may be labelled "PLEASE DO NOT TOUCH". Should you wish to view these items you must ask for assistance from a member of Sotheby's staff who will be pleased to assist you. Thank you for your co-operation.

## PHOTOCOPIES OF BOOKS AND MANUSCRIPTS

The proliferation of photocopying machines makes it impossible for Sotheby's to know whether copies of lots have been taken. We will endeavour to contact vendors about the existence of photocopies, on request.

11/10 NBS\_NOTICE\_BOOKS €

## SOTHEBY'S AUTHENTICITY GUARANTEE FOR BOOKS

If Sotheby's sells an item which subsequently is shown to be a "counterfeit", or which in Sotheby's opinion is materially defective in text or illustration, subject to the terms below Sotheby's will set aside the sale and refund to the Buyer the total amount paid by the Buyer to Sotheby's for the item, in the currency of the original sale.

For these purposes, "counterfeit" means a lot that in Sotheby's reasonable opinion is an imitation created to deceive as to authorship, origin, date, age, period, culture or source, where the correct description of such matters is not reflected by the description in the catalogue (taking into account any Glossary of Terms).

Please note that this Guarantee does not apply if either:-

- (i) the catalogue description was in accordance with the generally accepted opinion(s) of scholar(s) and expert(s) at the date of the sale, or the catalogue description indicated that there was a conflict of such opinions; or
  - (ii) the only method of establishing at the date of the sale that the item was a counterfeit would have been by means of processes not then generally available or accepted, unreasonably expensive or impractical to use; or likely to have caused damage to the lot or likely (in Sotheby's reasonable opinion) to have caused loss of value to the lot; or
  - (iii) the item complained of comprises an atlas, an extra-illustrated book, a volume with fore-edged paintings, a periodical publication or a print or drawing; or
  - (iv) in the case of a manuscript, the lot was not described in the catalogue as complete; or
  - (v) the defect complained of was mentioned in the catalogue or the item complained of was sold un-named in a lot; or
  - (vi) the defect complained of is other than in text or illustration. (For example, without limitation, a sale will not be set aside on account of damage to bindings, stains, foxing, marginal wormholes, lack of blank leaves or other conditions not affecting the completeness of the text or illustration, lack of list of plates, inserted advertisements, cancels or any subsequently published volume, supplement, appendix or plates or error in the enumeration of the plates; or
  - (vii) there has been no material loss in value of the lot from its value had it been in accordance with its description.
- This Guarantee is provided for a period of five (5) years (in respect of counterfeit items) or twenty-one (21) days (in respect of items materially defective in text or illustration) after the date of the relevant auction, is solely for the benefit of the Buyer and may not be transferred to any

third party. To be able to claim under this Guarantee, the Buyer must:-

- (i) notify Sotheby's in writing within three (3) months (for counterfeit items) or twenty one (21) days (for items materially defective in text or illustration) with the reasons why the Buyer considers the item to be counterfeit or materially defective in text or illustration, specifying the lot number and the date of the auction at which it was purchased; and
- (ii) return the item to Sotheby's in the same condition as at the date of sale to the Buyer and be able to transfer good title in the item, free from any third party claims arising after the date of the sale.

Sotheby's has discretion to waive any of the above requirements. Sotheby's may require the Buyer to obtain at the Buyer's cost the reports of two independent and recognised experts in the field, mutually acceptable to Sotheby's and the Buyer. Sotheby's shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense. In the event Sotheby's decides to rescind the sale under this Guarantee, it may refund to the Buyer the reasonable costs of up to two mutually approved independent expert reports.

4/08 NBS\_GUARANTEE BOOKS



In recognition of the high standards of business administration and our compliance with all required customs protocols and procedures, Sotheby's UK has been awarded the European Union Authorised Economic Operator status by Her Majesty's Revenue and Customs.



Sotheby's UK is committed to improving its sustainability, conserving resources and reducing the environmental impact of its various operations. A copy of Sotheby's Environmental Policy is available on request. Main Enquiries: +44 (0)20 7293 5000.

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## INDEX

- Adams, R. 1, 2  
Alajalov, C. 134  
Algren, N. 3  
Amis, K. 5, 6  
Andersen, H.C. 249, 304  
Anstey, F. 7  
Auden, W.H. 8
- Balzac, H. de 9  
Barrie, J.M. 284  
Bentley, E.C. 10, 11  
Black Sun Press 179  
Blixen, K. 12  
Boswell, J. 13, 14  
Bradbury, R. 15-18  
Braine, J. 19  
Brontë sisters 21-23  
Browning, E.B. 24  
Buchan, J. 20  
Burgess, A. 25-28  
Burne-Jones, E. 29  
Burney, F. 30  
Burroughs, E.R. 31  
Butler, E.P. 32  
Byron, G.G.N., Lord 33
- Cain, J. 34  
Caldwell, E. 35, 36  
Capote, T. 37  
Carroll, L. 45-47  
Chandler, R. 38-42  
Charteris, L. 43  
Chase, J.H. 44  
Chesterton, G.K. 48, 49  
Christie, A. 50  
Churchill, W. 51  
Clark, W.V.T. 52  
Clarke, A.C. 53  
Clemens, C. 289  
Coleridge, S.T. 331  
Conrad, J. 54-69  
Cox, P. 70  
Crane, S. 71  
Crane, W. 72
- Dana, R.H. 73  
Darwin, B. & I. 74  
Darwin, C. 75-81  
Davis, R.H. 82  
De la Mare, W. 83, 304  
De Quincey, T. 84  
Dickens, C. 243  
Dodgson, C.L. 45-47  
Donleavy, J.P. 86  
Doyle, A.C. 87-104  
Du Maurier, D. 106, 220  
Durrell, L. 105
- Eliot, T.S. 107, 108, 168  
Euclid 109  
Fitzgerald, E. 235  
Fitzgerald, F.S. 110-112  
Fleming, I. 113-123  
Forbes-Robertson, F. 309  
Forester, C.S. 124  
Forster, E.M. 126  
Fowles, J. 125  
Frank, A. 127  
Freeman, R.A. 128
- Galsworthy, J. 129-131  
Garcia Marquez, G. 132  
Gay, J. 133  
Gershwin, G. 134, 135  
Gershwin, I. 135  
Golding, W. 136, 137  
Goldsmith, O. 138  
Graves, R. 139  
Greene, G. 140-146  
Gregory, J. 147  
Gribble, F. 148  
Grimm, J. and W. 149  
Grossmith, G. and W. 150  
Grubb, D. 220  
Gulik, R. van 85  
Guthrie, T.A. 7
- Haggard, H.R. 220  
Harris, J.C. 151  
Harrison, C. 321  
Heller, J. 152  
Hemingway, E. 153-158  
Highsmith, P. 159  
Hilton, J. 160-162  
Homer 189  
Hope, A. 163  
Housman, A.E. 165  
Hughes, T. 164  
Hugo, V. 166, 167  
Huxley, A. 168
- Innes, H. 169  
Isherwood, C. 170-173  
James, H. 174, 175  
Johnson, S. 13, 14  
Joyce, J. 176-180
- Kafka, F. 181-183  
Kent, R. 4  
Kerouac, J. 184  
Kesey, K. 185  
King, S. 186  
Kingsley, C. 187
- Lawrence, T.E. 188-190  
Le Carre, J. 191  
Leroux, G. 192-195  
Lewis, S. 196  
Llewellyn, R. 197
- Mackenzie, T.H. 244, 245  
Mailer, N. 198, 199  
Mann, T. 200  
Mansfield, K. 201  
Mao Zedong 202  
Marquand, J.P. 203  
Marriott, E. 337  
Marryat, F. 204  
Marsh, N. 85  
Masefield, J. 334, 337  
Maugham, W. S. 205-208  
McMurtry, L. 4  
McNeile, H.C. 220  
Melville, H. 4  
Meredith, G. 209, 210  
Merriman, H.S. 211  
Michener, J.A. 212, 213  
Miller, H. 214, 215  
Molesworth, M.L. 219  
Montgomery, L.M. 216  
Montolieu, I. de 333
- Ní Chriagain, M. 338  
Nicholson, W. 217, 218
- O'Flaherty, L. 221, 222  
Omar Khayyam 235  
Orwell, G. 223-234  
Outhwaite, I. 236
- Panorama 237  
Polidori, J. 239  
Potter, B. 238  
Pynchon, T. 240
- Ransome, A. 244-247  
Raspe, R.E. 219  
Rattigan, T. 241  
Raymond, A. 242  
Remarque, E.M. 248  
Reynolds, F. 243  
Ricketts, C. 305  
Robinson, C. 311  
Robinson, W.H. 249  
Rowling, J.K. 250  
Runyon, D. 251
- Sabatini, R. 220  
Sadleir, M. 252, 253  
Sapper 220  
Sassoon, S. 254  
Sheridan, R.B. 283  
Sillitoe, A. 255  
Smith, P.C. 256  
Spillane, M. 257  
Statten, V. 258  
Steinbeck, J. 259-272  
Stevenson, R.L. 273-276  
Stowe, H.B. 277  
Synge, J.M. 278
- Tarkington, B. 279  
Thackeray, W. M. 280-282  
Thomson, H. 283, 284  
Thoreau, H.D. 285  
Titmarsh, M.A. 281  
Tolkien, J.R.R. 286  
Traven, B. 287  
Trollope, A. 288  
Twain, M. 289
- Upward, E. 8
- Vane, F.A. 314  
Verne, J. 290  
Vickers, V.C. 291  
Von Harbou, T. 292
- Wallace, A.R. 293  
Wallace, E. 85  
Wallace, L. 294  
Wallant, E.L. 4  
Ward, H. 295  
Waugh, E. 296  
Weatherly, F.E. 237  
Wells, H.G. 297-302  
Wharton, E. 303  
Whistler, R. 304  
Wilde, O. 305-311  
Wilder, T. 312  
Williams, T. 313  
Willoughby, V. 314  
Wodehouse, P.G. 315-327  
Woolf, V. 328  
Wordsworth, W. 331  
Wren, P.C. 329  
Wyndham, J. 332  
Wyss, J.D. 333
- Yeats, J.B. 278, 334-338  
Zola, E. 339