

AN IMPORTANT  
RUSSIAN IMPERIAL JEWEL



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AN IMPORTANT  
RUSSIAN IMPERIAL JEWEL

GENEVA THURSDAY 17 NOVEMBER 2005

# AUCTION INQUIRIES AND INFORMATION

## **SPECIALISTS**

LONDON  
DANIELA MASCETTI  
DANIELA.MASCETTI@SOTHEBYS.COM

44 20 7293 5308  
FAX 44 20 7293 5937

GENEVA  
BRETT O'CONNOR  
BRETTCONNOR@SOTHEBYS.COM

DAVID BENNETT  
DAVID.BENNETT@SOTHEBYS.COM

DOUGLAS WALKER  
DOUG.WALKER@SOTHEBYS.COM

41 22 908 4849  
FAX 41 22 908 4807

## **SALE ADMINISTRATOR**

MARIA KELLY  
MARIA.KELLY@SOTHEBYS.COM  
41 22 908 4844

FAX 41 22 908 4807

NATHALIE BEECKMAN  
NATHALIE.BEECKMAN@SOTHEBYS.COM  
41 22 908 4844  
FAX 41 22 908 4807

## **CONDITION REPORTS**

EMMANUELLE REICHENBACH  
EMMANUELLE.REICHENBACH@SOTHEBYS.COM  
41 22 908 4822  
FAX 41 22 908 4807

## **ABSENTEE BIDS**

41 22 908 4830  
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## **PRIVATE CLIENT SERVICES**

EMMANUELLE REICHENBACH  
EMMANUELLE.REICHENBACH@SOTHEBYS.COM  
41 22 908 4822  
FAX 41 22 908 4807

## **PAYMENT**

CLIENT ACCOUNTING  
PHIL BARNARD  
PHIL.BARNARD@SOTHEBYS.COM  
44 20 7293 5761  
FAX 44 20 7293 5926

CATHY STEWART  
CATHY.STEWART@SOTHEBYS.COM  
41 22 908 4875  
FAX 41 22 908 4809

## **SHIPPING**

DAVID BLANCHET  
DAVID.BLANCHET@SOTHEBYS.COM  
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NATHALIE BEECKMAN  
NATHALIE.BEECKMAN@SOTHEBYS.COM  
41 22 908 4821

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# AN IMPORTANT RUSSIAN IMPERIAL JEWEL

GENEVA THURSDAY 17 NOVEMBER 2005

## AUCTION

HOTEL BEAU RIVAGE  
13 QUAI DU MONT-BLANC  
1201 GENEVA

THURSDAY 17 NOVEMBER 2005  
AT 10:30 AM, 2.30 PM & 7.30 PM

UNDER THE AEGIS OF  
MAÎTRE CLAUDE NAVILLE,  
HUISSIER JUDICIAIRE

## EXHIBITION

SATURDAY 12 NOVEMBER  
10 AM TO 4:45 PM

SUNDAY 13 NOVEMBER  
1 PM TO 5 PM

MONDAY 14 NOVEMBER  
10 AM TO 4:45 PM

TUESDAY 15 NOVEMBER  
10 AM TO 4:45 PM

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## УКРАШЕНИЕ РУССКОЙ ИМПЕРАТОРСКОЙ СЕМЬИ

Будет предложено на Аукционе в Женеве 17го Ноября 2005 года



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AN IMPORTANT  
RUSSIAN IMPERIAL JEWEL

TO BE SOLD IN GENEVA ON 17TH NOVEMBER 2005

# AN INTRODUCTION TO THE RUSSIAN CROWN JEWELS

Russia's Diamond Treasure is composed of the best portion of the State jewels and Regalia, formerly the property of the Tsars. Founded in 1719 by Peter the Great to distinguish the wealth of the Romanov Dynasty and known as the Diamond Fund, the Romanov Treasures ever since the 18th century, had been stored in the 'Diamond Room' in the Palais d'Hiver' in St Petersburg. Under the official denomination of 'Regalia and Crown Jewels' the treasure was entrusted to the care of the appointed keeper and not a single article of the Regalia or Crown Jewels was ever allowed to be taken out of the 'Diamond Room' without 'a written sealed order and only in the presence of a trustee (or trustees) especially appointed by H.I.M.'.

Throughout the centuries, the Tsars accumulated a vast quantity of personal jewellery. Although Peter the Great practised austerity, he did acquire many jewels for his consort Catherine I and his daughter Elizabeth (probably accounting for 20% of the total). Catherine II the Great, whose extravagance in dress and luxury reached standards experienced neither before nor since, added the largest number of jewels to the Imperial collection (40%). She lived at a time of very high standards of artistic work and she was able to obtain the services of highly skilled jewellers. About 25% was added by Alexander I and Nicholas I. The remaining 15% was added by the later Tsars.

At the outbreak of the First World War a decision was taken to move the treasure to Moscow. Agathon Faberge, the Court Jeweller, was ordered to send the crown jewels to Moscow under special escort. This was done under the supervision of Mr Bentichev, Trustee of 'H.I.M. Wardrobe Service'. The removal of the strong boxes was carried out in such haste that not even an itemised list of the jewels was prepared on their leaving St Petersburg. In Moscow the jewels were confiscated and stored in the Kremlin where they remained untouched, sealed in eight or nine cases, until after the war. Agathon Faberge was then persuaded to sit on a commission to value the regalia and crown jewels. The job lasted from autumn 1921 to spring 1923, each item was photographed and the weight of each stone, wherever possible was recorded. A catalogue was finally published in 1925, under the general supervision of Prof A.E. Fersman titled 'Russia's Treasure of Diamonds and Precious Stones. This work was published in Russian, French, English and German. It seems that it was the intention of the Soviet to sell the collection, in order to raise much needed foreign currency to aid the fledgling Communist regime, but this decision was retracted and after a while the catalogue itself was withdrawn. The treasures of the Tsars were first exhibited to the public in 1925 in Moscow.

After the catalogue was compiled, a number of jewels were however sold to a syndicate of British and American buyers whose identity is not known. The jewels were brought to London and most of them were offered at auction at a sale of 'The Russian State Jewels' held by Messrs Christie Manson & Wood on 16th March 1927. The collection of Russian Jewels sold after the publication of the catalogue to the Anglo-American syndicate included some important ornaments, but the intention of the Russian authorities seems to have been to retain, as part of the national heritage, those ornaments which were of historical importance or artistic merit. Dispersed to a number of buyers, some of these jewels have later resurfaced at public auction, notably:

- The Nuptial Crown: which was sold by Sotheby's Parke Bernet in New York in 1966
- A collection of ten flower ornaments: which were amalgamated into a necklace by the firm of A La Vielle Russie in New York and sold by Sotheby's New York in April 1998
- A floral brooch: sold by Sotheby's in London, in December 2004
- A set of two floral brooches mounted as earrings sold by Sotheby's in London, in May 2005.
- The diamond ornament: offered in this catalogue



Catherine II, painted by S. Torelli (1762-1765)  
Leningrad Russian Museum  
Екатерина II, художник С.Торелли (1762-1765)  
Русский Музей Санкт-Петербурга

# ВСТУПЛЕНИЕ- ДРАГОЦЕННОСТИ РОССИЙСКОЙ ИМПЕРИИ

Бриллиантовая сокровищница России состоит из наиболее ценных предметов из государственной коллекции драгоценностей и регалий, которая изначально принадлежала царским правителям России. Основанная Петром Великим в 1719 году с целью увековечить богатство династии Романовых и известная как «Алмазный фонд», сокровищница Романовых, начиная с XVIII века, хранилась в Алмазной комнате Зимнего дворца в Санкт-Петербурге. Ей было присвоено официальное название «Регалии и драгоценности империи», которые находились под наблюдением специально приставленного хранителя. Выносить драгоценности из Алмазной комнаты разрешалось только после получения на то письменного разрешения, скрепленного печатью, и только в присутствии попечителя (или попечителей), специально назначенного Его Императорским Величеством.

Столетиями пополнялись сокровищницы царей. Даже Петр Великий, славившийся своим аскетизмом, приобрел немало драгоценностей для своей супруги Екатерины I и дочери Елизаветы Петровны (20%). Во время царствования Екатерины II Великой, когда расточительность двора и роскошь царских нарядов достигли невиданного размаха, императорская коллекция значительно пополнилась (40%). Во время ее правления были созданы прекраснейшие образцы ювелирного искусства, изготовленные наилучшими мастерами. Около 25% коллекции были добавлены императорами Александром I и Николаем I, а оставшиеся 15% стали наследием Александра II, Александра III и Николая II.

После начала первой мировой войны было принято решение о переносе коллекции в Москву. Придворный ювелир Агатон Фаберже получил приказ обеспечить сопровождение и доставку драгоценностей в Москву с охраной, которые были осуществлены под руководством г-на Бентичева, попечителя Гардеробной службы Его Императорского Величества. Во время переноса коллекции из Санкт-Петербурга сейфы с драгоценностями собирались и перевозились в такой спешке, что даже описи не было составлено. По прибытии в Москву драгоценности были реквизированы и хранились в Кремле, упрятанные в восемь или девять запечатанных сейфов, до окончания войны. После этого Агатона Фаберже убедили принять участие в работе комиссии по оценке драгоценностей. В результате этой работы, которая продолжалась с 1921 по 1923 год, каждый предмет коллекции был сфотографирован, каждый камень взвешен и, по возможности, описан. Наконец, в 1925 году под руководством профессора А.Е. Ферсмана был опубликован каталог под названием «Сокровищница бриллиантов и драгоценных камней России» на русском, английском, французском и немецком языках. Сначала ожидалось, что руководство СССР пожелает продать коллекцию с целью получения денежных средств в иностранной валюте, столь необходимой ослабленному войной и разрухой большевистскому строю. Однако той продаже не было суждено осуществиться и каталогу не нашлось применения. В 1925 году царская коллекция драгоценностей была в первый раз представлена вниманию широкой публики на выставке в Москве.

Сразу после составления каталога, однако, некоторые из предметов коллекции были проданы синдикату британских и американских покупателей, чьи имена не были оглашены. Эти драгоценности были привезены в Лондон, после чего большая часть из них была выставлена на торги под названием «Драгоценности государства российского» на аукционе Кристи Мэнсон & Вуд, состоявшегося 16 марта 1927 года. Среди украшений из коллекции драгоценностей Российской империи, проданных после публикации каталога синдикату британских и американских покупателей, было несколько значительных предметов, однако советское руководство не пожелало расстаться с украшениями, представляющими большую историческую и художественную ценность. Те же предметы, что были выставлены на продажу и куплены синдикатом, являлись украшениями, изготовленными мастерами XIX века и, по мнению современников, не представляющими значительной художественной ценности. Некоторые из этих драгоценностей, приобретенные разными покупателями, позже повторно выставлялись на частные торги, в частности:

- «Свадебный венец» был продан на аукционе Сотбис, в то время известном как Parke Bernet, в 1966 году в Нью-Йорке;
- Десять украшений в виде цветов, переплетенные и превращенные в ожерелье нью-йоркской фирмой La Vielle Russie, были проданы на аукционе Сотбис в апреле 1998 года в Нью-Йорке;
- Брошь в форме цветка, которая была продана торгах Сотбис в Лондоне в декабре 2004 года;
- Набор из двух цветочных украшений, изготовленных в форме серег был продан на аукционе Сотбис в Лондоне в мае 2005 года;
- И, наконец, бриллиантовое кольцо, предлагаемое в настоящем каталоге.



Plate LXVI  
Фотоснимок LXVI

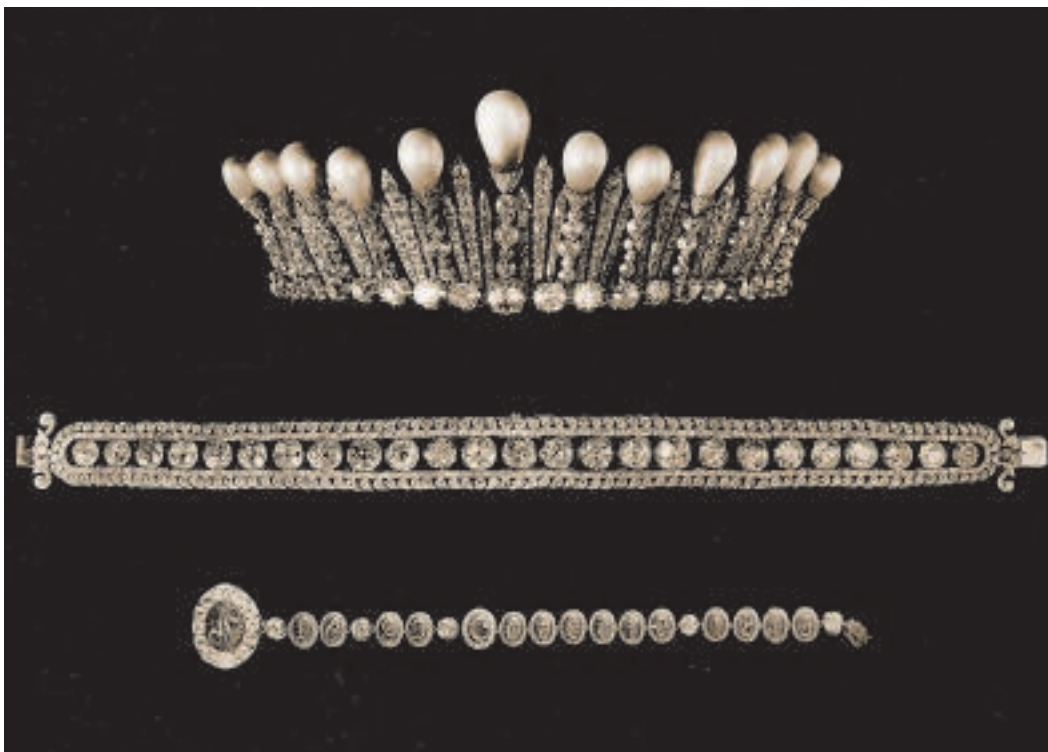


Plate XCV  
Фотоснимок XCV

Photographs compiled for the inventory of the Russian Crown Jewels, a commission overseen by Agathon Fabergé in 1921-23 on behalf of the Supreme Soviet and then published in 'Russia's Treasure of Diamonds and Precious Stones' by Professor Fersman in 1925

Фотографии, составленные для описи Украшений Императорской Семьи, проверенные комитетом 1921-1923, где состоял Агафон Фаберже, и далее опубликованные в каталоге профессора Ферсмана Сокровищница алмазов и драгоценных камней России в 1925 году.



# THE JEWEL

PROPERTY OF A LADY OF TITLE

AN IMPRESSIVE AND HIGHLY IMPORTANT DIAMOND ORNAMENT  
FROM THE COLLECTION OF THE RUSSIAN IMPERIAL FAMILY,  
RUSSIA, SECOND HALF OF THE 18TH CENTURY

Designed as necklace consisting of an articulated band mounted in silver with a row of twenty-seven graduated cushion-shaped diamonds in open settings within a border of stylised foliate motifs close set with smaller similarly cut stones, embellished with a ribbon bow clasp close set in silver with cushion-shaped diamonds in an open-work floral and foliate pattern

*The two large diamonds at the end of the band and the attached clasp fittings later additions post 1927, partial sequence of Roman numerals engraved to side, length of the band 310mm; the gold fitting to the reverse of the of the bow early 19th century addition inscribed B. 226. K. 41. 28/32, late 18th century early 19th century shagreen case, dimensions of the bow 43mm x 35mm.*

## PROVENANCE

The Imperial Russian Crown Jewels, The Diamond Fund Circa 1760-1917

The Union of the Soviet Socialist Republics 1917-1925

A Consortium of dealers: 1925-1927

Messers Christie Manson & Woods, 1927

S.J Phillips, 1927-

Purchased by present owner from S.J Phillips during the 1960s thence by descent.

## LITERATURE

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CHF 1,500,000-2,500,000

€950,000-1,600,000

US\$1,150,000-1,950,000



Not actual size

Украшение показано не в натуральную величину



## УКРАШЕНИЕ

### Собственность дамы с титулом

Редкое и исторически значимое бриллиантовое ювелирное украшение из коллекции Российской императорской семьи - Россия, вторая половина XVIII века.

Колье представляет собой последовательное обрамленное серебром соединение двадцати семи крупных бриллиантов, ограненных в виде подушечек и окаймленных декоративным листовидным орнаментом и плотным рядом камней меньшего размера такой же огранки. Колье украшено декоративной застежкой в виде бантика, обрамленной серебром и изготовленной с использованием бриллиантов, ограненных в виде подушечек и вкрапленных среди переплетения цветочных и листовидных орнаментов.

*Два крупных бриллианта, обрамляющих нить ожерелья, а также крепления съемной застежки-бантика были добавлены к украшению позднее, после 1927 года, последовательность римских цифр выгравирована сбоку, длина нити ожерелья равняется 310 мм; золотое крепление с внутренней стороны бантика было добавлено в начале XIX века вместе с надписью В. 226. К. 41. 28/32, шагреновый футляр, изготовленный в конце XVIII – начале XIX века, размеры которого составляют 43 мм x 35 мм.*

### ИСТОЧНИКИ

Драгоценности Российской империи, Алмазный фонд, 1760-1917

Союз Советских Социалистических Республик 1917-1925

Синдикат покупателей: 1925-1927

Каталог Christie Manson & Woods, 1927

Приобретено настоящим владельцем у S.J Phillips в 1960 годах, с тех пор передается по наследству.

### ПУБЛИКАЦИИ ПО ТЕМЕ

*Сокровищница бриллиантов и драгоценных камней России, Народный комиссариат финансов, Москва, 1925.*

*The Russian State Jewels, Messrs Christie, Manson & Woods, London 1927.*

*A History of The Crown Jewels of Europe, Lord Twining, B.T.Batsford Ltd, 1960.*

*Famous Diamonds, Ian Balfour, N.A.G. Press, 1992.*

*Gems, Robert Webster FGA, Butterworths, 1975.*

*Blue Mystery, The Story of The Hope Diamond, Susanne Steinem Patch, Harry N. Abrams, Inc, 1999.*

*Joyaux du TrOsor de Russie, La BibliothPque des Arts, Paris, O Gorewa, I. Polynina, N. Rachmanov, A.Raimann, 1990.*

*The Necklace from Antiquity to The Present, A Triossi & D. Mascetti, Thames & Hudson, London 1997.*

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# IMPERIAL SPLENDOUR: CATHERINE II AND HER JEWELLERY

This diamond necklace with bowknot clasp is not only a remarkable jewel in itself, but its Russian royal provenance puts it in a class of its own. It evokes the blinding splendour of Catherine II, Empress of Russia: the magnificence of her court, her parks, her palaces, her art collections, and monuments. The most striking and colourful figure on the stage of European political life, for thirty four years she ruled a mighty empire which stretched from Siberia to Poland and left it stronger, larger and richer than when she came to the throne in 1762. After her death in 1796, her friend the Prince de Ligne, who had named her Catherine the Great, declared that this title- which has never been lost- resumed all her genius, courage, sense of justice, and force of character.

Using her court as a stage, she played the part of an autocratic but enlightened ruler to perfection, imposing in her public appearances, kind and charming in private. The French ambassador, the Comte de Ségur who noticed how "her majestic head and brow, proud look and dignified deportment made her seem taller than she was"; was also impressed by her feminine grace "her aquiline nose, well shaped mouth, Saxe blue eyes beneath dark lashes, gentle glance and seductive smile". In spite of her success, she once confided to the Prince de Ligne that she could have served Russia better if she had been born a man. Ever the courtier, he assured her that being a woman was a positive advantage. "Believe me, you are so much more impressive in your beautiful embroidered orange red velvet dolman or tunic than a man decked out in boots and shoulder sash can ever be. In addition the five huge diamonds blazing out from your hair are far more effective than a man's hat which is either ridiculously small or ridiculously big". He was right. Her diamond jewellery proclaimed her power and her rank as Empress and appealed to the Russian taste for sumptuous goods. It impressed the Rev. William Coxe, visiting St. Petersburg in 1778: "the glory and the splendour of the clothing of the court and abundance of precious stones leave the opulence of other European courts far behind" and his opinion was shared by the acute Madame de Stael who observed, "this people prefers magnificence to domestic tranquillity".

In 1764, recognising that grand jewellery was an integral part of the Russian court tradition she transformed the Imperial Bedchamber in the south east corner of the Winter Palace into the Brilliant Room described by the German visitor Johann Georgi, "Her room is like a priceless jewel case. The regalia is laid out on a table under a great crystal globe through which everything can be examined in detail ... the walls of the room are lined with glass cabinets containing numerous pieces of jewellery set with diamonds and other precious stones as well as insignia and portraits of her Imperial majesty, snuff boxes, watches and chains drawing instruments, signet rings, bracelets, sword belts and other priceless treasures among which the Empress chooses presents for giving away".

Throughout her long reign the collection was continually increasing by purchase and by gifts, including diamonds, coloured stones, pearls, Chinese filigree and Indian Mughal ornaments. All new acquisitions, which were supervised by two men Glazumov and Aduarov, were either brought in from abroad, or ordered from the colony of Russian and foreign jewellers and goldsmiths resident in St. Petersburg. The four main suppliers to the Empress were Leopold Pfisterer, engaged by Prince Dimitri Michailovitch Golitsyn, Russian ambassador to Vienna in 1763, who signed a 6 year contract but remained in St. Petersburg for 34 more years, Jerome Pautzier of Geneva and his compatriot Louis David Duval who, in 1789 with Jacob David Duval founded the firm Louis David Duval and Son.



Empress Catherine II, Russian School, 18th Century  
Императрица Екатерина II, Русская школа, 18-ого века



Those jewels, such as this necklace which have survived from this display demonstrate that during the second half of the eighteenth century the art of jewellery in Europe reached a summit of elegant design and execution never equalled since. Although those made in St. Petersburg for a Russian clientèle are that much grander, with bigger stones and ordered in larger quantities than elsewhere, yet the standard of refinement was high enough to satisfy the most fashionable and exacting European taste. Commanding huge revenues and the mineral wealth of the Urals there was no limit to what Catherine II could afford, and in 1792 she decided to transfer her jewels for display in a new, more spacious Brilliant Room decorated in classical Russian style, hung with paintings by Antony van Dyck and with the celebrated Peacock clock of James Cox in the centre. But Catherine II did not concentrate all her interest in brilliant gem set jewellery to the exclusion of other types of craftsmanship. As she adored tobacco, under her patronage the goldsmiths of St. Petersburg. Paris and Berlin perfected their skills of enamelling and chasing while producing innumerable exquisite snuff boxes for her pleasure. An inventory of 1789 lists the various items which add up to a collection of the some of the most exquisite jewels and objets de vertu created during the eighteenth century.

The necklace conjures up a picture of the Empress, escorted by six pet greyhounds choosing jewels for a state occasion in the Brilliant Room, then moving next door to her *Chambre de toilette*. There a hairdresser might crown her piled up hair with a Russian style *kokochnik* tiara, *aigrette*, or jewelled pins, perhaps those designed as bowknots like the clasp of the necklace, which are still in the KREMLIN. Afterwards, dressed in her picturesque loose sleeved Muscovite style gown she would proceed to a reception. a gala dinner or court ball. Even in her final years, her stately appearance continued to fascinate, as the artist Elizabeth Vigée Lebrun describes "although not tall, with her erect head, eagle eye and countenance so used to command, all was so symbolic of majesty that she looked as if she were queen of the world. She wore the ribbons of the three Orders over a dress of noble simplicity. It consisted of a red velvet dolman over a gold embroidered white muslin tunic with wide pleated sleeves, turned back in oriental fashion. Instead of ribbons, the most beautiful diamonds were scattered over the cap covering her white hair". Similarly a diamond necklace such as this, worn as part of a *parure* drawing all eyes towards her, would also have enhanced that incomparable aura which set the Empress Catherine apart from her subjects. With such a history the possession of a jewel of this quality and rarity would surely be the glory of any modern collection.


Diana Scarisbrick

Diana Scarisbrick

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Not actual size  
Украшение показано не в натуральную величину





# Великолепие Империи: Екатерина II и ее драгоценности

Это бриллиантовое кольцо со съемной застежкой в форме броши-бантика является не только замечательным украшением. Неоспоримая связь между этим колье и Российской императорской семьей делают представляемую драгоценность особо редкостной. Искрившиеся грани напоминают об ослепляющем великолепии правления российской императрицы Екатерины II, роскоши ее двора, парков, дворцов, коллекций произведений искусств и памятников. Выдающийся и неоднозначный государственный лидер и представительница европейской политической элиты, в течение тридцати четырех лет она правила могучей империей, простирающейся от Сибири до Польши, приумножая силу и богатство государства со времени восхождения на трон в 1762 году. После смерти императрицы в 1796 году ее друг принц де Линь (Prince de Ligne), который поименовал ее Екатериной Великой, заявил, что только это звание, которое используется и сегодня, воплощает ее гений, храбрость, чувство справедливости и силу воли.

Управляя своими придворными с искусством театрального режиссера, она сама великолепно исполняла роль властной, но просвещенной самодержицы, устрашающей во время своих публичных появлений и располагающей и очаровательной во время личных встреч. Французский посол граф de SOgur отметил, что благодаря «величавой посадке ее головы и выражению лица, горделивому виду и движениям, полным достоинства она казалась выше ростом, чем в действительности». Он также был поражен ее женственной грацией, «орлиным носом, ртом правильной формы, ярко-голубыми глазами под сенью черных ресниц, мягким взглядом и соблазнительной улыбкой». Несмотря на неоспоримые успехи ее правления, однажды она призналась принцу де Линь в том, что ей бы удалось лучше служить интересам России, если бы она была мужчиной. Будучи услужливым придворным, он заверил ее, что тот факт, что она женщина, имеет свои преимущества: «Верьте мне, Ваше Величество, никакой мужчина, даже обутый в сапоги и перевязанный орденом лентой, не может выглядеть более внушительно, чем Вы в этом чудесном оранжевом с алым расшитом гусарском наряде. Кроме того, эти пять огромных бриллиантов, сверкающие в Вашей прическе, впечатляют намного больше, чем мужская шляпа, которая всегда либо слишком мала, либо смехотворно велика». И он был прав. Бриллиантовые украшения императрицы свидетельствовали как о ее богатстве, так и о ее звании императрицы, а также соответствовали пристрастию российского двора к пышности, которая впечатлила Его Преподобие Вильяма Кокса (Rev. William Coxe) во время его путешествия в Санкт Петербург в 1778 году: «слава и великолепие двора, а также обилие драгоценных камней затмевают богатство других дворов Европы». Его мнение разделяла и проницательная Мадам де Сталь (Madame de Stael), которая отмечала, что «эти люди предпочитают великолепие спокойствию и домашнему уюту».

В 1764 году, отдавая себе отчет в том, что великолепные драгоценности стали неотъемлемой частью традиций российского двора, Екатерина Великая превратила императорскую опочивальню в юго-восточном крыле Зимнего дворца в Алмазную комнату. Вот как эту комнату описывал немецкий путешественник Иоганн Георги (Johann Georgi): «Ее комната подобна бесценной ювелирной шкатулке. Императорские регалии разложены на столике под огромным стеклянным куполом, сквозь который их можно тщательно рассмотреть ... вдоль стен комнаты стоят застекленные шкафчики, в которых выставлено огромное количество ювелирных украшений с бриллиантами и иными драгоценными камнями, а также знаки отличия и портреты Ее Императорского Величества, табакерки, часы и цепочки, рисовальные принадлежности, кольца с печаткой, браслеты, портупей и другие бесценные сокровища, из которых императрица выбирает подарки для своих гостей».

Во время ее долгого царствования коллекция постоянно пополнялась, благодаря новым приобретениям и подаркам, бриллиантами, драгоценными и полудрагоценными камнями, жемчугом, китайскими украшениями из папиросной бумаги и индийскими орнаментами эпохи династии Мугал (Mughal). Все новые приобретения, которые производились под наблюдением господ Глазумова и Адуарова, привозились из-за границы или выполнялись под заказ целым цехом российских и иностранных ювелиров и золотых дел мастерами, которые проживали в Санкт Петербурге. У императрицы имелось четыре основных поставщика, среди которых был Леопольд Пфистерер (Leopold Pfisterer), которого нанял князь Дмитрий

Михайлович Меншиков, российский посол в Вене, в 1763 году. Леопольд Пфистерер заключил контракт на шесть лет, а остался в Санкт Петербурге еще на 34 года. Кроме него, основными поставщиками являлись Жером Позье (Jerome Pauzier) из Женевы и его соотечественник Луи Давид Дюваль (Louis David Duval), который в 1789 году, вместе с Якобом Давидом Дювалем, открыл фирму «Луи Давид Дюваль и Сын» (Louis David Duval and Son).

Некоторые из тех знаменитых драгоценностей, включая и предлагаемое сегодня кольцо, которым посчастливилось сохраниться, являются доказательством того, что во второй половине XVIII века мастера ювелирного искусства достигли небывалых и непревзойденных высот в области элегантного дизайна и тонкой обработки. Хотя ювелирные изделия, изготовленные в Санкт Петербурге для российских клиентов, были значительно массивнее и украшались более крупными камнями, а также заказывались в большем количестве, чем где-либо, уровень исполнения оставался достаточно высоким и способным удовлетворить вкус модников и требовательных заказчиков из Европы. Благодаря огромным поступлениям в императорскую казну и богатству уральских рудников, Екатерина II не была ограничена ни в средствах, ни в возможностях. В 1792 году она решила перенести и выставить для обозрения свои драгоценности в новой, более просторной Бриллиантовой комнате, декорированной в классическом русском стиле, где висели портреты кисти Ван Дайка (Antony van Dyck), а посередине находились знаменитые часы с павлином Джеймса Кокса (James Cox). Однако Екатерина II, увлекаясь бриллиантовыми драгоценностями, не забывала и про другие разновидности тонкой работы. Она обожала табак и под ее покровительством ювелиры Санкт Петербурга, Парижа и Берлина оттачивали свои умения покрытия эмалью и резьбы по дереву, изготавливая бесчисленное количество табакерок для императрицы. Опись 1789 года рассказывает о существовании многих других изысканных драгоценных украшений и ценных предметов, которые также являются важной частью этой коллекции XVIII века.

Настоящее кольцо вызывает в воображении облик императрицы, которая, сопровождаемая шестью любимыми гончими, выбирает драгоценности для государственного приема в Бриллиантовой комнате, а затем отправляется в свой будуар. Там, возможно, парикмахер высоко уложит волосы императрицы, скрепив их тиарой в форме русского кокошника, декоративным плюмажем или, возможно, именно теми драгоценными шпильками, которые сегодня находятся в Кремле. Эти шпильки изготовлены в форме бантика, подобно броши-застежке кольцо, предлагаемого Вашему вниманию. Затем императрица, в национальном наряде московской традиции с широкими рукавами, отправляется на прием, торжественный обед или придворный бал. Даже в преклонные годы императрица продолжала поражать горделивой осанкой, так описанной художницей Елизабет Виге Лебрун (Elizabeth VigOe Lebrun): «хотя она и не была высокого роста, ее гордо поднятая голова, орлиный взгляд и привычка отдавать приказания подчеркивали ее величие, и она несла себя так, будто являлась повелительницей всего мира. Ее фигуру, одетую в одеяние благородной простоты, обвивали три орденовые ленты. Ее наряд состоял из красного бархатного доломана, или гусарской накидки, поверх белой муслиновой туники, расшитой золотом, с широкими плиссированными рукавами, загнутыми по-восточному. Вместо лент, прекраснейшие бриллианты украшали чепец на ее седой голове». Такие же великолепные камни сияли в колье императрицы, подобному ожерелью, предлагаемого Вашему вниманию сегодня, вызывая восторг и восхищение. Эти драгоценности подчеркивали несравнимый облик Екатерины II, который возвышал императрицу над ее подданными. Драгоценное украшение подобной ценности и с такой удивительной историей, безусловно, станет славой и величием любой современной коллекции.

Diana Scarsbrick

Диана Скарисбрик

Сентябрь 2005 г.



# HISTORY OF THE JEWEL

The diamond band and the bow offered here are described as a 'necklace' and a 'brooch' and reproduced in Fersman's 'Russia's Treasure of Diamonds and Precious Stones' respectively as numbers 195 on plate XCV and number 128 on plate LXVI (illustrated page 11). This confirms that at the time of the 1922 inventory the diamond band and bow were not joined together to form a necklace but were considered two separate ornaments. The jewels probably started their life independently and the differences in manufacture techniques seem to confirm this.

Fersman dates the bow to the second half the 18th century but does not suggest a date for the necklace. In the picture published by Fersman the necklace is shown as a band of twenty-five cushion-shaped diamonds terminating with foliate motifs, without the added diamond links at the end with which it is now offered. Stylistically the bow for its design and close setting in silver is consistent with jewellery production of the 1760s while the necklace, both in design and manufacture suggests a very slightly later date, possibly around 1780. It is more than likely that the necklace, in its original form, did not have the scroll terminals which appear in both Fersman and Messrs Christie, Manson & Wood catalogues but simply consisted of the band of twenty-five diamonds terminating, at each end, with a D-shaped silver loop. This would have been consistent with traditional design of 18th century necklaces which were fastened by means of a fabric ribbon threaded through D-shaped loop ends. However the Roman numerals inscribed on the side of the links (I/III/X/VII/VIII/XI/XI/VII/II/V/XII/blank/I/III/blank/XI/VI/VIII/V/III/VII or XII/II/blank) seem to indicate that the present band is now shorter than it may have originally been in the 18th century. Fersman ( Cf; page 25, nos 205 ) in his catalogue refers to a second necklace (matching in design to the one presented in this catalogue ). It is also possible that the links of the two necklaces may have been interchanged prior to 1925, subsequently explaining the current lack of a complete sequence of numbers in this necklace. Additionally similarities may be drawn with a diamond girdle attributed to Duval (Fersman, page 26, nos 120, plate XLV, photo 79) and a diamond epaulette (Cf; Fersman page 26, nos 125, plate LXV, photo 143)

The design of the diamond bow is very similar to that of a pair of ruby and diamond pins now in the Kremlin dated to the second half of the 18th century and to a ribbon bow pin in silver and diamonds, also at the Kremlin dated to the middle of the 18th century and attributed to Jérémie Pauzié (or Posier) (Cf; O. Gorewa, *Joyaux du Trésor de Russie*, Paris 1990, page 43 and 51). The diamond necklace presents close similarities with details of a set of diamond dress ornaments kept in the Kremlin and reproduced by O. Gorewa page 55. It is indeed possible





that the necklace was also used in the 18th century as a dress ornament, a simple ribbon of diamond directly stitched to the fabric material of a court dress as it was customary at the time (Cf; O. Gorewa, page 42). The small loops provided at the top of the band may well have been fitted for this purpose.

Although one must consider the possibility that the bow brooch might have been commissioned under the reign of Elisabeth Petrovna (1742-1761), whose court was the most brilliant of the time and surpassed in the display of wealth and luxury the court of Versailles, it is more likely that both jewels were commissioned by Catherine the Great whose extravagance in dress, jewels and luxury reached standards never reached before or after in Russia. During her reign (1762-1796) Catherine the Great is known for having added the largest number of jewels to the Imperial Collection (approximately 40%). She lived at a time of very high standards of artistic work and she was able to obtain services of highly skilled French and Swiss jewellers such as Posier and Duval.

The diamond necklace is described and illustrated as lot 71 in Messrs Christie, Manson & Woods 1927 catalogue of 'The Russian State Jewels'. Lord Twinings in his *A History of the Crown Jewels of Europe*, London, 1960, provides a 'Summary of the Russian State Jewels' sold at auction in 1927 with cross references between the lot numbers and the inventory numbers of the Imperial Russian Treasure. On page 550 he states this was purchased by S.J. Phillips, the London jewellers, for the price of £ 2,700.

The bow is not illustrated in the 1927 catalogue, but the descriptions of lot 59 'A DIAMOND KNOT-OF-RIBAND BROOCH, with cluster centre' and lot 42 'A DIAMOND KNOT-OF-RIBAND ORNAMENT' fit the jewel. These are the only two diamond jewels in the design of bows described in that catalogue and the mention of the cluster centre in lot 59 make this more likely to be the right one. Lord Twinings does not mention lot 42 in his listing but states that lot 59 was bought by S.J. Phillips for £ 300. However he identifies lot 59 with 'a pair of diamond riband brooches', number 108 of the 1922 inventory which he illustrates on plate 195 b (i) and offer no resemblance with the bow in question. The 1927 catalogue clearly states that only one brooch was included in both lots 42 and 59. Moreover, there seem to be some confusion in Twinings cross-referencing with the 1922 inventory. The diamond necklace for example, clearly described and illustrated as lot 71 in the Christie, Manson & Woods catalogue, is identified by Twinings as number 205 of the 1922 inventory while Ferman states it is number 38 of the 1922 inventory. It is our opinion that the bow ornament offered here corresponds to lot 59 of the 1927 catalogue.



Not actual size  
Украшение показано не в натуральную величину



## История украшения

Нить бриллиантового ожерелья и застежка бантика представлены в настоящем каталоге как «колье» и «брошь» и находятся в каталоге Ферсмана «Сокровищница бриллиантов и драгоценных камней России» под номерами 195 на листе XCV и 128 на листе LXVI соответственно (иллюстрировано на стр.11). Это подтверждает тот факт, что на время составления описи в 1922 году нить бриллиантового ожерелья и застежка-бантик не являлись составляющими частями одного колье, а считались двумя отдельными украшениями. Наверняка, данные драгоценности имеют разное происхождение, что подтверждается различиями в технике изготовления этих двух ювелирных украшений.

Ферсман считает, что бантик был изготовлен во второй половине XVIII века, но не предлагает никаких предположений касательно времени появления на свет самого колье. На фотографии, использованной в каталоге Ферсмана, колье представляет собой нить ожерелья, состоящую из двадцати пяти бриллиантов, ограненных в виде подушечек и окаймленных декоративным листовидным орнаментом, но без бриллиантовых обрамлений по обоим концам колье, украшающих его сегодня. Стилистические особенности дизайна броши-бантика, особенно плотное обрамление из серебра, указывают на близость этого украшения и традиций ювелирного производства 1760 годов, в то время как колье, судя как по его дизайну, так и по отделке, все-таки, наверное, было изготовлено немного позже, около 1780 года. Очень вероятно, что изначально колье не застегивалось при помощи закручивающихся зажимов, которые описаны в каталогах Ферсмана и Christie, Manson & Wood, а просто представляло собой нить ожерелья, состоящую из двадцати пяти бриллиантов, окаймленную по обоим концам D-образной петелькой. Такое оформление соответствует традиционному дизайну колье XVIII века, которые застегивались посредством тканной ленты, продергиваемой сквозь D-образные петли. Однако римские цифры, выгравированные с боковой стороны застежек (I/III/X/VII/VIII/XI/XI/VII/II/V/XII/blank/I/III/blank/X/I/VI/VIII/V/III/VII или XII/II/I/пропуск), возможно, указывают на то, что колье в его теперешнем виде является более коротким, чем изначально, изготовленное в XVIII веке. В своем каталоге Ферсман (см. страница 25, номер 205 ) описывает второе колье, подобное по дизайну украшению, представленному в настоящем каталоге. Также возможно, что застежки этих двух колье поменялись местами до 1925 года, что могло бы объяснить пропуск в последовательности цифр, выгравированных на колье. Кроме того, можно также найти сходство и с бриллиантовым кушаком, изготовление которого приписывается мастерской Duval (Ферсман, страница 26, номер 120, лист XLV, фото 79) и бриллиантовым эполетом (см. Ферсман, страница 26, номер 125, лист LXV, фото 143).

Бриллиантовый бантик, с точки зрения дизайна, подобен паре рубиновых и бриллиантовых шпилек, хранящихся сегодня в Кремле и изготовленных во второй половине XVIII века. Кроме того, сходство можно усмотреть и с булавкой в форме бантика, изготовленной из серебра с бриллиантами и также хранящейся в Кремле. Считается, что эта булавка появилась на свет в середине XVIII века в мастерской JOuOrmie PauciO (или Posier) (см. O. Gorewa, *Joyaux du TrOsor de Russie (Драгоценные сокровища России, Париж 1990, страницы 43 и 51)*). Это бриллиантовое колье также напоминает некоторые узоры наряда, украшенного бриллиантами и хранящегося в Кремле, с изображением которого можно ознакомиться в каталоге O. Gorewa на странице 55. Вполне возможно, что



данное кольцо также использовалось в XVIII веке в качестве одного из элементов наряда: нить бриллиантов, прямо нашитая на ткань придворного туалета, как было принято в то время (см. О. Gorewa, страница 42). Небольшие петельки по концам нити ожерелья, возможно, и были приделаны именно для этой цели.

Хотя и нельзя исключать возможности того, что брошь-бантик была изготовлена во время царствования Елизаветы Петровны (1742-1761), чей двор прославился своей роскошью, превосходившей даже богатое убранство Версаля, более вероятно, все же, что оба драгоценных украшения были заказаны при Екатерине Великой, когда расточительность и экстравагантность двора достигли неслыханных и невиданных в России размеров. Во время царствования Екатерины Великой (1762-1796) императорская коллекция драгоценностей значительно пополнилась (ее запасы увеличились приблизительно на 40%). Во время ее правления были созданы прекраснейшие образцы ювелирного искусства, изготовленные наилучшими французскими и швейцарскими мастерами, такими как Posier и Duval.

Описание и изображение бриллиантового кольца можно найти в каталоге Christie, Manson & Woods «Драгоценности государства российского» 1927 года, которое представлено как лот 71. В своем научном труде «История драгоценностей королевских дворов Европы», опубликованном в Лондоне в 1960 году, Лорд Твайнингс (Lord Twinings) предлагает краткое описание коллекции «Драгоценности государства российского», проданной на аукционе в 1927 году, а также перекрестные ссылки как на номера лотов, так и на номера, использованные в описи коллекции драгоценностей Российской империи. На странице 550 он утверждает, что эта коллекция была приобретена лондонскими ювелирами S.J. Phillips за 2 700 фунтов стерлингов.

В каталоге 1927 года не содержится изображение броши-бантика, однако приводимое описание лота 59 «БРИЛЛИАНТОВАЯ БРОШЬ – ЛЕНТА, ЗАВЯЗАННАЯ БАНТОМ с пышным центром», а также лота 42 «БРИЛЛИАНТОВОЕ УКРАШЕНИЕ – ЛЕНТА, ЗАВЯЗАННАЯ БАНТОМ» соответствует внешнему виду этой драгоценности. Данный каталог описывает только два ювелирных изделия, изготовленные с использованием дизайна бантика, а упоминание о том, что лот 59 украшен пышным центром, говорит о том, что, вероятнее всего, это и есть брошь-бантик. Лорд Твайнингс (Lord Twinings) в своей описи не упоминает лот 42, но указывает на то, что лот 59 был приобретен ювелирами S.J. Phillips за 300 фунтов стерлингов. Он также замечает, что лот 59 был выставлен в комплекте с «парой бриллиантовых брошей в виде ленты», что под номером 108 в описи 1922 года, а также предлагает изображение на листе 195 b (i), которое совершенно не похоже на брошь-бантик, предлагаемую Вашему вниманию сегодня. Каталог 1927 года с уверенностью утверждает, что лишь одна брошь является частью как лота 42, так и лота 59. Кроме того, среди перекрестных ссылок в описи Твайнингса (Twinings) 1922 года наблюдается некоторая непоследовательность. Например, бриллиантовое кольцо, полностью описанное и проиллюстрированное как лот 71 в каталоге Christie, Manson & Woods, соотносится Твайнингсом (Twinings) с номером 205 в описи 1922 года, в то время как Ферсман указывает, что это номер 38 в описи 1922 года. По нашему мнению, предлагаемое в настоящем каталоге украшение в виде бантика соответствует лоту 59, описанному в каталоге 1927 года.



Not actual size

Украшение показано не в натуральную величину



## 18TH CENTURY FASHION AND DRESS

18th Century ladies' fashion was enlivened by extreme and varied eccentricities: skirts expanded side ways to impossible widths and towering hairstyles grew to preposterous heights. There was, however, one constant feature: the deep décolleté common to both formal and informal garments, making the necklace one of the most important forms of jewelled adornment. Contemporary portraiture shows them consistently worn in a high position to emphasise the length and elegance of the wearer's neck. The first distinct type of eighteenth century necklace consisted of an openwork band of varying width set with a variety of gemstones. This basic form could be enhanced by the addition of a central decorative motif in the shape of a ribbon bow or an elaborate combination of ribbon bow and cruciform or pear-shaped drop. These necklaces were worn either directly on the skin or applied on velvet ribbons or other fabric to match the dress of the wearer. In most cases these necklace were fastened at the back by ribbons attached to circular or D-shaped metal loops.

The diamond band and the ribbon bow offered in this catalogue were probably combined to form a necklace towards the closing years of the 18th century when box-like clasps became fashionable. It was probably around this time that they became associated with the accompanying shagreen, crimson velvet lined case. The vogue for wearing necklaces decorated with prominent ribbon bow motifs at the centre had been popular throughout Europe and indeed in Russia since the 1760s as is testified by numerous contemporary portraits (See opposite and cf: A. Triossi, D. Mascetti, *The Necklace From Antiquity to the Present*, London 1997, illustrations page 71 and 77; *Friedrich der Grosse Sammler und Mäzen*, Exhibition Catalogue, Kunsthalle der Hypo-Kulturstiftung Munchen, Munich 1992, n. 64 page 162; O. Gorewa, I. Polynina, N. Rachmanov, A. Raimann, *Joyaux du Trésor de Russie*, Paris 1991, illustration page 42)

The diamond band consists of a line of twenty-five silver links each set with a cushion-shaped diamonds between courses of smaller stones. The links are not joined by connecting metal links but are threaded on silk. This practise, not uncommon for connecting jewelled necklace links of early date, is clearly detailed in several engravings published in 1663 by the French jeweller Gilles Legaré (See illustrations on page 29) and remained fashionable until the end of the 18th century. It is also highly probable that the necklace was originally intended to be worn attached directly on to the garment or dress as was the custom during the 18th century possibly suspending a series of garlands with decorative pendant centre which may explain the purpose of a series of silver loops to the side of four links, indicating that the necklace may have been worn as an 'en esclavage' (Cf; *Portrait of The Grand Duchess Maria Pavlovna* by G B Lampi, State Russian Museum, where she is shown wearing a gem set band attached directly to the dress suspending a series of swag motifs)



Marie Antoinette at seventeen years of age (1772)  
Victoria and Albert Museum Images  
Мария Антуанет в возрасте 17 лет(1772)  
Фотография любезно предоставлена Музеем Виктории и Альберта (фото слева)



Princess Luise Ulrike von Preussen  
Staatliche Museum of Berlin, Jörg. P. Andres  
Принцесса Луиза Улрика фон Прусская (1720-1782)  
Берлинский Государственный Мусей (фото справа)



## МОДА И СТИЛЬ XVIII ВЕКА

Мода и дамские наряды XVIII века отличалась живостью, оригинальностью и даже определенными крайностями: широченными юбками и высоченными прическами. Неизменной деталью как выходных, так и непринужденных туалетов, являлось глубокое декольте, в результате чего ожерелья и колье являлись совершенно незаменимыми. На портретах той эпохи эти украшения изображаются неизменно приподнятыми с целью подчеркнуть длинную и элегантную шею модели. Одним из наиболее модных разновидностей колье XVIII века была ажурная лента различной ширины, украшенная драгоценными камнями. Основной узор украшения мог быть подчеркнут посредством добавления центрального декоративного элемента в виде бантика или сочетания бантика и крестика или грушевидной капельки. Эти ожерелья могли либо носиться, непосредственно обвивая шею, либо притачивались к бархатной или иной тканной ленте под цвет наряда. В большинстве случаев эти ожерелья завязывались сзади при помощи лент, прикрепленных к округлым или D-образным металлическим петелькам.

Бриллиантовые нить ожерелья и бантик, предлагаемые в данном каталоге, по-видимому, были объединены в одно колье приблизительно в конце XVIII века, когда округлые застежки вошли в моду. Именно в тот период, по всей вероятности, у этого колье появился модный спутник – шагреновый футляр, высланный изнутри алым бархатом. Ожерелья, украшенные центральным выпуклым элементом в виде бантика, стали последним словом моды не только в России, но и в Европе, начиная с 1760 годов, подтверждением чего являются многочисленные портреты того времени (см. страница 27, A. Triossi, D. Mascetti, *The Necklace From Antiquity to the Present*, Лондон, 1997, иллюстрации на страницах 71 и 77; *Friedrich der Grosse Sammler und Mäzen*, каталог выставки, Kunsthalle der Hypo-Kulturstiftung München, Мюнхен, 1992, номер 64 на странице 162; O. Gorewa, I. Polynina, N. Rachmanov, A. Raimann, *Joyaux du Trésor de Russie*, Париж, 1991, иллюстрации на странице 42).

Нить бриллиантового ожерелья состоит из двадцати пяти серебряных звеньев, на каждом из которых закреплен бриллиант, ограненный в форме подушечки. В свою очередь, звенья расположены между рядами камней меньшего размера. Звенья соединены между собой не при помощи металлических деталей, а посредством шелковой нити. Примеры этой техники соединения звеньев колье из драгоценных камней, которая нередко использовалась и в более ранний период, а также оставалась модной до конца XVIII века, можно увидеть на нескольких гравюрах, опубликованных в 1663 году французским ювелиром Gilles LegarO (см. страница 29, *The Necklace*, страница 65). Очень вероятно, что изначально это колье предполагалось носить нашитым на вечерний туалет или платье, в соответствии с традицией XVIII века, в качестве основы для украшения, состоящего из нескольких декоративных подвесок. Этим, возможно, объясняется наличие нескольких серебряных петелек с боковой стороны звеньев колье, позволяющих носить такое массивное ожерелье (см. Портрет Великой Княгини Марии Павловны кисти И.Б. Лампи, Государственный Русский Музей, на котором она изображена в колье, представляющем нить драгоценных камней, нашитую прямо на платье и являющейся креплением для нескольких продольных подвесок).



Engravings by Gilles Legaré, 1663  
Гравюра Джайлс Легарэ, 1663(фото сверху)



Detail of the necklace  
Деталь колье (фото снизу)



# THE HISTORICAL SOURCE OF DIAMONDS

Diamonds were undoubtedly gemstones *par excellence* throughout the 18th Century: everywhere in Europe women of means aspired to the ownership of a diamond necklace. The great popularity of diamonds was due to a combination of factors. The first and most important was the opening of diamond mines at Minas Gerais in Brazil in 1723, just as Indian mines of Golconda were being exhausted. This led to an increased availability of rough diamonds on the market to be faceted with the recently improved cutting techniques. Secondly during the last decade of the 17th century the brilliant-cut had been devised: this cut enhanced the optical properties of diamonds and enabled the stone to reflect light and sparkle. Thirdly, improved domestic candle light meant that more social occasions, such as balls, operas and masquerades could be held at night, when jewels set with diamonds would catch and reflect light.

The allure of diamonds has existed almost since the dawn of civilisation, the earliest references can be found in the Bible and the Book of Exodus dating from 1200BC. The first deposits were to be found in the ancient mines of India, where manuscripts dating to the 1st century BC have been discovered laying claim that diamonds were known during the Buddhist period of around 400BC, and it is in these ancient mines that the diamonds mentioned in the Bible may have originated from.

Although Arab traders were the first who were instrumental in developing trade between Europe and India as well as being the first to use the carat as a unit of measurement the first authentic mention of the Indian diamond fields was by J.B.Tavernier, the famed French jeweller and traveller who visited the East between 1630 and 1668. Although not the first European to visit the ancient Indian mines he was the first to chronicle them. The name of the now ruined ancient fortress of 'Golconda', which originally served as a commercial trading centre for the region, has now survived to describe the historic diamonds peculiar to India.

At the close of the 17th Century the output of the ancient Indian mines began to decline, however around the same time prospectors searching for gold in the Tejuco region of Minas Gerais, Brazil discovered diamond deposits. The region was renamed Diamantina as the region became the scene of feverish diamond mining activity. Such was the quantity of the diamonds produced that the prices in European markets sharply dropped leading to various false rumours being spread by merchants that the Brazilian diamonds were inferior quality Indian mined stones which were being shipped to Brazil by unscrupulous merchants. In retaliation the Brazilian merchants shipped their diamonds to Goa before selling them in Europe as fine quality Indian stones. As the 18th century progressed Brazil became the foremost supplier until the discovery of the South African diamond mines in 1870.

Throughout history it has not just been the constant ebb and flow of diamonds, the replacement of one source by another, which has affected supply. War, Revolution, theft and scandal have all played their part. The Napoleonic wars severely restricted the trade in stones from Brazil during the late 18th century and early 19th century. The inevitable result of such an erratic supply was for old-fashioned jewels to be broken up, the mounts being melted down and the stones re-cut for more fashionable modern jewels. One of the most notorious events of the late 18th century was the theft of the French Crown Jewels in September of 1792, housed in the Garde-Meuble since the failed escape of the royal family in June of 1791. One of the losses was the 67 1/8 carat Blue Diamond of the Crown, originally purchased by Louis XIV from Jean-Baptiste Tavernier in 1668 and later recut and mounted into the order of the Golden Fleece by Louis XV. Although a large part of the jewels were recovered soon after the theft, the Blue diamond of the Crown disappeared into obscurity until 1830 when the wealthy banker and collector Lord Henry Philip Hope purchased a 44.5 carat blue diamond. Without any history as to the previous ownership of the stone it has been suggested that the Hope was in fact the remains of the Blue diamond of the Crown.



One can not leave the 18th century without mention of the notorious pre-Revolutionary scandal that rocked the 'Ancien Regime' later being cited as a contributory factor to the downfall of the French throne. An infamous scam was orchestrated by the Comtesse de la Motte who was able to convince Cardinal Rohan-Guémene that he would be able to improve his status at court and gain favour with the Queen by assisting in the purchase of a diamond necklace. The necklace, however, was never delivered to the monarch but secretly taken to England by a accomplice of the Comtesse and sold. The Cardinal was exiled and the unpopularity of the unsuspecting Queen increased.



A map showing diamond mines in the area of Diamantina, Brazil, at the end of the 18th Century  
National Ultramarine Archives, Lisbon, Portugal

Карта, указывающая алмазные рудники в районе Диамантина, Бразилия, в конце 18 века.  
Национальные Архивы Ультрамарин, Лиссабон, Португалия.

In the light of the turbulent events that have befallen European history and the intrinsic value associated with diamonds it is remarkable that any diamond jewels from the 18th century have survived at all. Even jewels of royal provenance were not immune to being refashioned as tastes changed or being broken up for financial gain in times of conflict. The survival in their original state of jewels of high intrinsic value such as those presented in this catalogue is extremely rare outside royal or museum collections. Their undisputed connection with the Russian Imperial family makes them even rarer and of the highest historical importance, while the sophistication of their design and the lavish use of diamonds give us a glimpse of the world of luxury and grandeur that was the Russian court at the time



# ИСТОРИЯ ПРОИСХОЖДЕНИЯ АЛМАЗОВ

В течение XVIII века бриллиантовые украшения, особенно колье, являлись самыми желанными для европейских светских дам и модниц. Огромная популярность бриллиантов имела несколько причин, самой весомой из которых являлось, во-первых, открытие алмазных приисков в Минас Жерас (Minas Gerais) в Бразилии в 1723, после того как запасы месторождения Golconda в Индии иссякли. Открытия новых приисков привели к появлению на рынке большого количества необработанных алмазов, что позволило ювелирам значительно улучшить технику обработки алмазов. Во-вторых, последнее десятилетие XVII века было отмечено появлением понятия и техники «огранка бриллианта», позволившая усилить оптические свойства драгоценного камня, который после подобной обработки начинал отражать свет и искриться. И наконец, в результате значительного прогресса в области обеспечения освещения помещений, чаще начали проводиться светские ночные увеселения: балы, посещения оперы театра и маскарады, служившие прекрасным предлогом для того, чтобы пощеголять в великолепных бриллиантах, сверкающих в при свете ярко горящих свечей.

С незапамятных времен бриллианты пользуются славой и привлекают своим драгоценным блеском. Самые первые упоминания о бриллиантах можно найти в Исходе, второй книге Ветхого Завета, датируемой 1200 годом до нашей эры. Первые месторождения алмазов начали разрабатываться в древней Индии, что подтверждается письменными источниками первого века до нашей эры ВС, в которых утверждается, что бриллианты уже были известны в буддистский период, около 400 года до нашей эры. Вероятно, эти древнейшие прииски и являются местом происхождения бриллиантов, которые упоминаются в Святом Писании.

Роль арабских купцов в установлении и развитии торговых связей между Европой и Индией бесспорна, так же как и тот факт, что именно они первыми начали использовать карат в качестве единицы измерения. Однако автором, который первым указал на существование древних месторождений в Индии, был известный французский ювелир и путешественник J.V. Tavernier, который странствовал по восточным землям между 1630 и 1668 годами. Хотя он и не был первым европейцем, посетившим древние прииски в Индии, он был первым автором, который предоставил их описание. С севера на юг, от реки Годвари в Хайдарабаде до реки Пеннар в Мадрасе, простирается регион, получивший свое название в честь старинной, сегодня уже разрушенной, крепости Голконда, которая в древности являлась коммерческим и торговым центром всего региона. Слово «Голконда» ('Golconda') также дошло до нас в качестве наименования старинных бриллиантов, происходящих из этого региона Индии.

В конце XVII века запасы древних приисков в Индии начали истощаться. Приблизительно в то же время золотоискатели в регионе Тежуко в Минас Жерас в Бразилии открыли месторождения алмазов. Регион получил новое название Diamantina, что означает «Алмазный», и стал центром быстро развивающихся алмазных приисков. Было произведено такое количество алмазов, что цены на рынках Европы резко упали, приведя к появлению слухов среди купцов о том, что бразильские алмазы на самом деле являются низкокачественными камнями из Индии, завезенными в Бразилию нещепетильными торговцами. В ответ на это бразильские купцы по морю доставили свои алмазы в регион Гоа в Индии, а после этого продали их европейцам как индийские драгоценные камни высшего качества. В XVIII веке была основным поставщиком алмазов до нахождения рудников в Южной Африке в 1870 году.

На протяжении многих столетий рынок предложения алмазов и бриллиантов подвергался влиянию не только по причине нехватки или избытка драгоценных камней или замены одного разрабатываемого месторождения другим. Нельзя забывать о последствиях войн, революций, ограблений и скандалов. В конце XVIII и начале XIX века наполеоновские войны сильно ограничили торговлю драгоценными камнями с Бразилией. Неизбежным последствием нестабильных поставок стало то, что старомодные ювелирные изделия начали подвергаться переделке: их ломали, крепления и основы переплавлялись, а камни вторично огранивали, создавая новые украшения согласно последней моде. Одним из самых печально известных событий конца XVIII века стало похищение королевских драгоценностей Франции в сентябре 1792 года, которые хранились в здании Garde-Meuble с того времени, как королевская семья совершила безуспешную попытку бегства в июне 1791 года. Одним из похищенных камней был Голубой королевский бриллиант в 67 1/8 карат, изначально приобретенный Людовиком XIV у ювелира и путешественника Jean-Baptiste Tavernier в 1668 году и позже вторично ограненный и ставший частью ордена Золотого руна по приказу Людовика XV.

Хотя большая часть драгоценностей была найдена и возвращена вскоре после ограбления, Голубой королевский бриллиант бесследно исчез. В 1830 году состоятельный банкир и коллекционер Лорд Генри Филип Хоуп (Henry Philip Hoop) приобрел голубой бриллиант в 44.5 карат. Поскольку не было никакой информации о предыдущих владельцах драгоценного камня, было сделано предположение о том, что бриллиант Хоупа (Норе) является тем, что осталось от Голубого королевского бриллианта.

Рассказывая о XVIII веке, нельзя не упомянуть громкий скандал, разразившийся перед Французской революцией 1789 года и пошатнувший позиции королевского режима, или 'Ancien Regime'. Позже стало принято считать, что этот скандал послужил дополнительным толчком к падению правления королевской династии во Франции. Начало этому скандалу положила афера, задуманная графиней de la Motte, которая смогла убедить кардинала Rohan-Guomenethat в том, что он сможет добиться лучшей должности при дворе и расположения королевы, если поспособствует по заключению сделки по приобретению бриллиантового кольца. Путем использования сфальсифицированной переписки между кардиналом и королевой кольцо было приобретено, а затем незаконно вывезено из Франции в Англию мужем графини, где впоследствии подверглось переделке.



An 18th Century map of India showing the Golconda mining region  
Карта Индии 18 века, показывающая рудниковый район Голконда.

Принимая во внимания бурные события, которые разворачивались в течение всей истории Европы, а также понятия ценности и качества, неизменно присущие бриллиантам, поразительно, что образцы драгоценных украшений XVIII века вообще сохранились. Даже драгоценности из королевских коллекций не избежали последствий изменчивой моды или стремления получить финансовую выгоду, в результате чего украшения ломались и переделывались. Уникальные драгоценности, представленные в настоящем каталоге, сохранились в своем изначальном виде, что само по себе является редкостью. Пожалуй, только королевские и музейные коллекции могут сегодня похвастаться драгоценностями подобного качества и ценности. Неоспоримая связь между этими украшениями и Российской императорской семьей объясняет уникальную историческую значимость и редкость представленных драгоценностей, в то время как их изысканный дизайн и щедрая россыпь бриллиантов позволяют окунуться в атмосферу роскоши и величия российского императорского двора той эпохи.

## IMPORTANT NOTICES

Effective from 1st January 2005, the buyers premium payable by the buyer of each lot is now at a rate of 20% on the first CHF 250,000 of the hammer price and at a rate of 12% on the amount by which the hammer price exceeds CHF 250,000.

Please refer to the Guide for Buyers in this catalogue for more information on buying at Sotheby's.

### VALUE ADDED TAX

All lots are offered subject to the Sotheby's Conditions of Business and to reserves. For all lots marked with a †, ‡, α, or Ω please refer to the VAT Information pages at the back of the catalogue.

### TREATMENT AND CONDITION OF GEMSTONES

Traditionally, gemstones have been treated by a variety of techniques to enhance colour and generally to improve their appearance. Typically, rubies and sapphires have been heat treated and emeralds have been treated by oil or resin to improve colour and clarity. These or other techniques, such as dyeing, irradiation, coating and impregnation, may be used on other gemstones.

Although it is widely believed that heat treatments are permanent, purchasers should assume that any treatment may not be permanent and that over time special care of the stone may be required. Prospective purchasers are reminded that, unless the catalogue description specifically states that a stone is natural, we have assumed that some form of treatment may have been used and that such treatment may not be permanent. Our presale estimates reflect this assumption.

To the extent that Sotheby's has laboratory reports containing specific information on the treatment of a stone, these reports are made available for review by potential purchasers. Available reports from internationally recognized gemmological laboratories will be noted in the description of the item. New forms of treatments and new scientific methods to discern them are constantly being developed. Consequently, there may be a lack of consensus among laboratories as to whether gemstones have been treated, the extent of the treatment or the permanence of the treatment.

References in the catalogue descriptions to certificates or reports issued by gemmological laboratories are included only for the information of bidders, and Sotheby's accepts no responsibility for the accuracy, terms or information contained in such certificates or reports.

Statements in the catalogue regarding the condition of lots in this sale usually appear in the description. However, the absence of any such reference does not imply that a lot is in perfect condition or completely free from wear or imperfections. Sotheby's will be pleased to offer condition reports on all lots of the sale to potential purchasers. Please call the jewellery representatives as set forth in the front of the catalogue.

### NOTICES

Sotheby's shares the concerns expressed by the United Nations Security Council with respect to uncut diamonds potentially coming from Angola and Sierra Leone. We will comply fully with any obligations imposed in connection with the Security Council's resolutions regarding these matters.

All watches, wristwatches and pocket watches are sold on the basis of their decorative and historic value and should not be assumed to be operative. Clients are advised that they should arrange for a qualified watchmaker to inspect all potential watch purchases prior to the auction or a Sotheby's Watches expert may be contacted with a view to arranging an inspection.

Furthermore, in reference to watch bands, we do not guarantee the material of manufacture. Please be advised that the purchaser will be responsible for complying with any applicable export and import matters, particularly in relation to endangered species and the United States Department of Fish and Wildlife Services.

Regarding coral, potential bidders who intend to export this are advised that certain permits may be required. Please contact the Jewellery Department before bidding.

### VIDEO

During the sale, a colour slide or video of each lot will be shown as it is sold. The slide is to be regarded as a means of identification only and it is not meant to represent the actual size, colour or quality of the item offered.

### STONE WEIGHTS

Weights of stones printed in the catalogue and preceded by the words "stated to be," "about" or "approximately" are not guaranteed by Sotheby's. Intending buyers are reminded that all lots are sold as shown.

### R. IMPORTANT NOTICE REGARDING IMPORTATION INTO THE UNITED STATES OF ROLEX OR PIAGET WATCHES

Sotheby's cannot arrange for the delivery of Rolex or Piaget watches to the United States because U.S. law restricts the import of Rolex or Piaget watches. The buyer or a designated agent may collect the property in the country of sale.

### ESTIMATES IN EUROS & US DOLLARS

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

CHF 1 = € 0.64

CHF 1 = US\$ 0.78

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

During the sale a screen will show currency conversions as bidding progresses. This is intended for guidance only and all bidding will be in Swiss Francs. Sotheby's is not responsible for any error or omissions on the currency converter, whether in the foreign currency equivalent of bids in Swiss Francs or otherwise.

Payment for purchases is due in Swiss Francs, however the equivalent amount in any other currency will be accepted at the rate prevailing on the date that payment is made.

Settlement is made to vendors in the currency in which the sale is conducted, or in other currency on request at the rate prevailing when payment is due.

## DIAMOND CLARITY GRADING

Clarity grading follows a hierarchy describing the extent of impurities in a diamond. All clarity grading is carried out under a 10x magnification. The more impurities in a diamond the lower the price per carat.

<b>IF</b>	Internally Flawless	no inclusions and only insignificant blemishes
<b>VVS1 &amp; VVS2</b>	Very Very Slight Inclusion	extremely difficult to see, visible only from the back of the stone, or small and shallow enough to be removed easily by repolishing.
<b>VS1 &amp; VS2</b>	Minor inclusions	still difficult to see with the untrained eye
<b>SI1 &amp; SI2</b>	Noticeable inclusions	easy (SI1) or very easy (SI2) to see with a 10x lens. When these have been located with a 10x lens, look at the stone with the naked eye and the inclusions can sometimes be spotted.
<b>I1, I2 &amp; I3</b>	Obvious inclusions	may be eye-visible face up without the aid of a lens. In I3, they may threaten the stones durability.

## COLOUR GRADING

Colour grading follows a scale describing the “whiteness” or absence of secondary colour in a white diamond. At the top of the scale a diamond will appear white, and at the bottom yellowish or brownish.

<b>OLD WORLD TERMS</b>		<b>GIA</b>
<i>Finest White</i>	<i>Jager</i>	<b>D</b>
	<i>River</i>	<b>E</b>
<i>Fine White</i>		<b>F</b>
	<i>Top Wesselton</i>	<b>G</b>
<i>White</i>	<i>Wesselton</i>	<b>H</b>
<i>Commercial White</i>	<i>Top Crystal</i>	<b>I</b>
<i>Top Silver Cape</i>	<i>Crystal</i>	<b>J</b>
	<i>Top Cape</i>	<b>K</b>
<i>Silver Cape</i>		<b>L</b>
<i>Light Cape M-N</i>	<i>Cape M</i>	<b>M</b>
	<i>Cape O-R</i>	<i>Very Light</i>
<i>Dark Cape R-Z</i>		<i>Yellow</i>
<i>Fancy Colours</i>		<b>Z+</b>

The top colour grades, D, E, F, describe a diamond which appears colourless against a white background.

In near colourless diamonds, G, H, I, there is a slight trace of colour which will not be apparent to the untrained eye. Stones 0.50ct or less will look colourless.

Diamonds graded J, K, L, will have noticeable traces of colour. Small stones in this range will 'face up' colourless when mounted but larger stones will be tinted.

Diamonds graded M-Z will display a yellowish tint even to the untrained eye.

Z+ colour grade indicates that the diamond is of fancy colour and therefore fall into a different price bracket.

## NOTES

# GUIDE FOR PROSPECTIVE BUYERS

## BUYING AT AUCTION

The following pages are designed to give you useful information on how to buy at auction. Sotheby's staff will be happy to assist you. If you have not bought at Sotheby's recently, it is important that you read the following information carefully.

## 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.

## BUYER'S PREMIUM

The buyer's premium payable by the buyer of each lot is at a rate of 20% on the first CHF 250,000 of the hammer price and at a rate of 12% on the amount by which the hammer price exceeds CHF 250,000.

## VAT

Value Added Tax (VAT) will be payable at 7.6% on the hammer price, buyer's premium and any supplementary charges. Buyers domiciled outside Switzerland are entitled to a refund of VAT after receipt by Sotheby's of an official Swiss export declaration for the objects purchased, duly stamped by Swiss customs. However, buyers must export their purchases from Switzerland no later than thirty (30) days after collection.

## 1 BEFORE THE AUCTION

### Catalogue Subscriptions

Annual subscriptions to catalogues will ensure that you receive catalogues regularly. If you require any information on catalogue subscriptions, please telephone 44 (20) 7293 6410.

### Pre-sale Estimates

The 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 fair chance of success. However, all lots, depending on the degree of competition, can realise prices either above or below the pre-sale estimates.

It is always 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

Although the sale is conducted in Swiss francs, for your convenience, the pre-sale estimates are also printed in US dollars. The rate of exchange from Swiss francs to US dollars is the spot rate at the time of production of this catalogue. The rate of exchange will have changed between the time of production of the catalogue and the time of sale; therefore, you should not treat the estimates in US dollars as anything other than as an approximation of the estimates in Swiss francs.

### Symbol Key

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. 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.

#### □ No Reserve

Unless indicated by a box (□), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential minimum auction 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.

#### Condition of Lots

Prospective buyers are encouraged to inspect the property at the pre-sale exhibitions. Solely as a convenience, Sotheby's may 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 4 of the Conditions of Business printed in this catalogue.

#### Private Viewing

Appointments may be made for private views in Geneva through any of our offices or agents, but the auctioneers reserve the right to demand satisfactory identification and to refuse admittance.

## 2 BIDDING IN THE SALE

### Bidding at Auction

Bids may be executed in person by paddle during the auction, in writing prior to the sale or by telephone. All auctions are conducted in Swiss francs.

Auction speeds vary, but usually 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 8, 9, 11, 12, 13, 14 and 15 of the Conditions of Business printed in this catalogue.

### Bidding in Person

To bid in person at the auction, 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 Identification Card, it will facilitate the registration process. If you do not have a card and would like one, please telephone the Bids Department on 44 (20) 7293 5336.

The paddle is used to indicate your bids to the auctioneer during the sale. Should you be the successful buyer of any 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, please inform the Sales Clerk immediately. At the end of the sale, please return your paddle to the registration desk.

### Absentee Bids

If you cannot attend the auction, we will be happy to execute written bids on your behalf. A bidding form can be found at the back of this catalogue. This service is free and confidential. Lots will always be bought as cheaply as is consistent with other bids, the reserve and Sotheby's commissions. In the event of identical bids, the earliest bid received will take precedence. Always indicate a "top limit"—the hammer price to which you would bid if you were attending the auction yourself. "Buy" and unlimited bids will not be accepted. Please refer to Condition 10(a) of the Conditions of Business printed in this catalogue.

Telephoned absentee bids must be confirmed before the sale by letter or fax.

To assure a satisfactory service to bidders please ensure that we receive your bids at least 24 hours before the sale.

### **Bidding by Telephone**

If you cannot attend the auction, it is possible to bid on the telephone on lots with a minimum low estimate of CHF 2,000 or higher. As the number of telephone lines is limited, it is necessary to make arrangements for this service 24 hours before the sale.

We also suggest that you leave a maximum bid which we can execute on your behalf in the event we are unable to reach you by telephone. Multi-lingual staff are available to execute bids for you. Please refer to Condition 10(b) of the Conditions of Business printed in this catalogue.

### **Employee Bidding**

Sotheby's employees may bid in a Sotheby's auction only if the employee does not know the reserve and if the employee 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 organisations. US buyers will please note that US persons are generally prohibited from selling, buying or otherwise dealing with property belonging to members, residents, nationals or the governments of these countries, organisations or groups.

## **3 THE AUCTION**

### **Conditions of Sale**

The auction is governed by the Conditions of Sale printed in this catalogue. These Conditions of Sale 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.

### **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 11 of the Conditions of Business printed in this catalogue.

## **4 AFTER THE AUCTION**

### **Payment**

Payment in Swiss francs is due immediately after the sale and may be made by the following methods: **Cash, Banker's Draft, Cheque, Wire Transfers, and Debit Cards.** Please note that Sotheby's does not accept credit cards in payment of purchases made at auction in Switzerland.

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 purchaser preferring to make a cash payment to provide: verification of identity (by providing some form of government issued identification with a photograph, such as a passport, identity card or driver's license), confirmation of permanent address and identification of the source of the funds. Thank you for your cooperation.

Cheques and drafts should be made payable to **Sotheby's**. Although personal and company cheques 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.

Bank transfers should be made to:  
**UBS AG Bleicherweg 30 8027 Zürich**  
Account No. 957.556.01/T  
Sort Code: 0274  
Swift Code: UBSWCHZ80A  
Iban: CH44 0027 4274 9575 5601 T

Please include your name, Sotheby's account number and invoice number with your instructions to your bank.

**Should you have any queries regarding payment, please contact the Account Manager for the sale in London + 44 20 7293 5219 or on + 41 (0) 20 908 4800 during the sale.**

Buyers must pay immediately for their purchases. However, in limited circumstances and generally with the seller's agreement, Sotheby's may offer buyers it deems credit worthy 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**

Lots will be released to you or your authorised representative when full and cleared payment has been received by Sotheby's and a release note has been produced by our Cashiers, who are open Monday to Friday, 9 am to 6 pm.

If you are in any doubt about the location of your purchase, please contact the Sales Administrator prior to arranging collection. Removal, interest, storage and handling charges will be levied on uncollected lots. Please refer to Conditions 17 and 24 of the Conditions of Business printed in this catalogue.

### **Storage Charges**

Storage and handling charges plus VAT may apply. Please refer to Condition 24 of the Conditions of Business printed in this catalogue.

### **Insurance**

Buyers are reminded that lots are only insured while at Sotheby's premises and **for a maximum of five (5) working days** after the day of the auction. Please refer to Condition 20 of the Conditions of Business printed in this catalogue.

### **Despatch and Transit Insurance**

Purchases will be despatched as soon as possible upon receipt of full payment for the lots received in cleared funds and receipt of your written despatch instructions and of any export licences and any other licences or certificates that may be required. Despatch will be arranged at the buyer's expense. Estimates and information on all methods can be provided upon request and enquiries should be marked for the attention of Sotheby's Shipping Department. Insurance cover will be arranged for property in transit unless otherwise specified and will be at the buyer's expense.

### **Export**

The export of any lot from Switzerland 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. Buyers are reminded that lots purchased must be paid for immediately after the auction. The denial of any export or import licence required or any delay in the obtaining of such licence shall not justify the rescission or cancellation of the sale or any delay in making payment of the total amount due.

Sotheby's, upon request, may apply for a licence to export your lot(s) outside Switzerland.

### **Export to Italy**

Buyers intending to export their purchases to Italy under an Italian Temporary Cultural Import Licence are advised that the Italian authorities may require evidence of export from Switzerland. Please contact Sotheby's Shipping Representative or your own shipping agent prior to the export for more information.



**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 elephant ivory under 100 years old into the United States. 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 (see Condition 10 of the Conditions of Business for Buyers).

**Embargo on Importation of Persian/Iranian Works of Art and Carpets in to the USA**

Clients considering purchasing Persian/Iranian works of art or carpets with the intention of exporting them to the USA, should enquire with the relevant US Government Office regarding the proper importation of such items into the US prior to shipping the lot(s) to the US. The Specialist Department and Sotheby's Shipping Department are available to assist buyers with such enquiries. Buyers should be aware that Sotheby's does not represent that this approval will be granted.

**Shipping**

Sotheby's Shipping Department can advise buyers on exporting and shipping property.

Our office is open between the hours of 9 am and 6 pm and you can contact the Shipping Manager on 41 (22) 908 4874.

**5 ADDITIONAL SERVICES****Financial Services**

Sotheby's Financial Services makes loans to clients of Sotheby's. These include loans secured by property consigned for sale and loans secured by art collections which are not intended for sale. It is Sotheby's Financial Services' general policy to lend no more than 40% of the total of its low auction estimates for such property. It is also Sotheby's Financial Services' general policy that the minimum loan for consignor advances is £25,001 (in the US\$50,000) and the minimum loan for secured loans is £500,000 (in the US\$1,000,000). For further information regarding qualifications, conditions and terms, please call Sotheby's Financial Services in New York on 1 (212) 894 1144, or Sotheby's Financial Services in London on 44 (20) 7293 5273. This is not an offer or solicitation. The services described are subject to the laws and regulations of the jurisdiction in which any services may be provided.

**Pre-sale Auction Estimates**

Sotheby's will be pleased to give preliminary pre-sale auction estimates for your property. This service is free of charge and is available from Sotheby's. We advise you to make an appointment with the relevant expert department. We will inspect your property and advise you without charge. Upon request, we may also travel to your home to provide preliminary pre-sale auction estimates.

**Valuations**

The Valuations Department provides written inventories and valuations throughout Europe for many purposes including insurance, probate and succession, asset management and tax planning. Valuations can be tailored to suit most needs. Fees are highly competitive. For further information please contact the Valuations Department on 44 (20) 7293 5177/5082, fax 44 (20) 7293 5957.

## CONDITIONS DE VENTE

Les conditions reproduites ci-dessous et toutes les autres conditions et informations reproduites dans les catalogues de Sotheby's ou annoncées par les commissaires-priseurs ou affichées dans la salle des ventes au moyen d'un avis (ci-après les "Conditions de Vente") forment les conditions des contrats de Sotheby's, en tant que commissaire-priseur, avec les vendeurs et les acheteurs actuels et futurs. Les Conditions de Vente régissent toutes les relations entre vous et nous relatives aux ventes, achats et la détention par nous de vos biens. Elles gouvernent également tout avis, examen ou estimation de votre bien que vous solliciteriez de notre part. Elles sont donc très importantes et nous vous invitons vivement à les lire très attentivement. Vous acceptez que toutes futures transactions que vous pourriez conclure avec Sotheby's seront régies par les Conditions de Vente en vigueur au moment de la transaction.

### INFORMATIONS DESTINÉES AUX ACHETEURS ET AUX VENDEURS

Vous voudrez bien noter que Sotheby's agit généralement en tant que mandataire du vendeur. Tout contrat de vente est conclu directement entre le vendeur et l'acheteur.

Sotheby's est dépendant du vendeur pour la plupart des éléments matériels se rapportant aux biens offerts à la vente.

Sotheby's n'est pas en mesure d'effectuer toutes les diligences possibles relativement aux lots vendus. En conséquence, les acheteurs doivent procéder eux-mêmes à l'inspection et aux investigations relatives à un bien qu'ils souhaitent acquérir. Nous attirons spécialement l'attention de tous les acheteurs potentiels sur les Clauses 5 et 6 qui limitent l'étendue de la responsabilité de Sotheby's et du vendeur. Nous attirons également l'attention des vendeurs sur les Clauses 25 et 27 qui traitent des caractéristiques principales des relations entre Sotheby's et le vendeur et limitent la responsabilité de Sotheby's à l'égard du vendeur.

Les actuels et futurs acheteurs et vendeurs sont liés par l'ensemble des Conditions de Vente. Cependant, pour des raisons de clarté, nous avons divisé les Conditions exposées ci-dessous en sections.

La section A explique certains termes utilisés habituellement tout au long des Conditions, la section B expose les Conditions qui concernent en particulier les acheteurs, la section C expose les Conditions qui concernent particulièrement les vendeurs et la section D expose les Conditions ayant trait à la fois aux acheteurs et aux vendeurs.

Lorsque les Conditions de vente le permettent, "nous", "notre" désignent Sotheby's, et "vous" désigne, selon les circonstances, les acheteurs et vendeurs actuels et futurs.

### A EXPLICATION ET DÉFINITION DE CERTAINS TERMES EMPLOYÉS DANS LES CONDITIONS DE VENTE

- 1 Définitions:** Dans les Conditions de Vente, les mots qui figurent entre guillemets ont le sens indiqué ci-dessous :
- (a) "**l'acheteur**" désigne la personne qui porte l'enchère la plus élevée acceptée par le commissaire-priseur, ou la personne identifiée comme mandant;
  - (b) "**la commission acheteur**" signifie la commission due à Sotheby's calculée sur le prix d'adjudication selon le taux indiqué dans la salle des ventes au moment de la vente concernée, augmentée de la TVA ou d'un montant tenant lieu de TVA;
  - (c) "**CITES**" désigne la Convention sur le Commerce International des Espèces menacées d'Extinction;
  - (d) "**les frais**" relatifs à la vente de tout lot désignent les coûts et dépenses, notamment et sans que cette énumération ait un caractère limitatif, les frais de justice, les coûts et dépenses d'assurance, de catalogue et autres reproductions et illustrations, tous droits de douane, frais de publicité, d'emballage, de transport, droits de reproduction, taxes, prélèvements, frais de test, de recherche ou d'enquête relatifs aux lots, ou les frais d'enlèvement pour un acheteur défaillant, augmentés de la TVA ou d'un montant tenant lieu de TVA sur les dépenses d'illustration et d'assurance;
  - (e) "**le prix d'adjudication**" désigne le prix auquel le lot a été adjugé à "l'acheteur" par le commissaire-priseur, ou dans le cadre d'une vente de gré à gré postérieure à la vente aux enchères, le prix agréé, excluant dans les deux cas la "commission acheteur", "les frais" et les taxes y afférents;
  - (f) "**le prix de réserve**" est "le prix d'adjudication" minimum (confidentiel) auquel "le vendeur" a accepté de vendre le lot;
  - (g) "**l'estimation basse avant vente**" signifie l'estimation basse de l'estimation du bien la plus récente (estimation basse/haute avant vente) effectuée par "Sotheby's", qu'elle ait été ou non communiquée au "vendeur"

- (h) "**l'estimation moyenne avant vente**" signifie la moyenne entre l'estimation basse et haute avant vente du bien la plus récente effectuée par Sotheby's, qu'elle ait été ou non communiquée au vendeur.
- (i) "**le produit net de la vente**" signifie le "prix d'adjudication" du lot vendu reçu en fonds disponibles par Sotheby's, diminué de "la commission vendeur" et des "frais";
- (j) "**le vendeur**" désigne le propriétaire ou mandataire du propriétaire ou la personne en possession du bien offert à la vente. S'il existe plusieurs propriétaires, mandataires ou possesseurs, chacun d'eux sera tenu, conjointement et solidairement, de l'ensemble des obligations, responsabilités, déclarations, garanties et indemnités, telles que prévues par les présentes Conditions de Vente ;
- (k) "**la commission vendeur**" signifie la commission due par le vendeur à Sotheby's calculée selon les taux applicables au jour de la vente du bien, ou dans le cas d'une perte ou d'un dommage au bien, à la date de cette perte ou de dommage, augmentée de la TVA ou d'un montant tenant lieu de TVA. Les taux applicables pour déterminer la "commission vendeur" sont ceux figurant sur les cartes de tarifs disponibles dans les locaux de Sotheby's, au Quai du Mont Blanc 13, 1201 Genève dont les termes sont inclus dans les présentes Conditions de Vente ;
- (l) "**Sotheby's**" désigne Sotheby's S.A., Quai du Mont Blanc 13, 1201 Genève;
- (m) "**société affiliée à Sotheby's**" signifie: Sotheby's Holdings Inc, une société immatriculée dans l'Etat du Michigan (USA); toute entité, (autre que Sotheby's) qui est présentement une filiale de Sotheby's Holdings Inc, ou qui est sous son contrôle; et Sotheby's Diamonds S.A., une société immatriculée à Genève (Suisse) et ses filiales;
- (n) "**le montant total dû**" signifie "le prix d'adjudication" relatif au lot vendu augmenté de "la commission acheteur", et toutes les charges, honoraires, intérêts, taxes et "frais" dus par "l'acheteur", défaillant ou non.

### B CONDITIONS CONCERNANT PRINCIPALEMENT LES ACHETEURS

- 2 La capacité légale de Sotheby's:** Sotheby's vend en qualité de mandataire du vendeur, sauf lorsqu'il est propriétaire de tout ou partie du lot. Dans certains cas, Sotheby's peut avoir un droit légal ou "équitable" ou avoir consenti un engagement financier sur le bien en qualité de créancier privilégié ou autrement. Lorsque Sotheby's vend en qualité de mandataire, toute vente qui en résultera sera régie par un contrat conclu directement entre le vendeur et l'acheteur.

### LES OBLIGATIONS DE SOTHEBY'S À L'ÉGARD DES ACHETEURS

- 3 Notre garantie envers vous relative aux faux:** Si nous vendons un lot dont il est prouvé ultérieurement qu'il s'agit d'un faux, nous annulerons la vente et vous rembourserons tout montant que vous aurez payé pour ce lot, dans la devise d'origine de la vente. Cependant cette obligation n'est applicable que pour autant que, dans un délai de cinq (5) ans à compter de la date de la vente, vous respectiez l'ensemble des conditions suivantes :
- (i) vous nous notifiez par écrit le numéro de lot, la date de la vente aux enchères au cours de laquelle vous avez acquis le bien et les raisons pour lesquelles vous considérez que ce lot est un faux, et ce dans un délai de trois (3) mois à compter du moment où vous avez eu connaissance des doutes émis quant à l'authenticité ou à l'attribution du lot;
  - (ii) vous soyez en mesure de nous transférer la propriété du lot libre de toute réclamation émanant de tiers après la date de la vente conclue à votre profit;
  - (iii) vous nous retourniez le bien dans le même état que celui dans lequel il se trouvait à la date de la vente, sachant qu'en tout état de cause, aucun remboursement ne sera effectué ;

(a) si la description figurant dans le catalogue à la date de la vente était conforme aux avis généralement alors émis par les experts et spécialistes ou faisait état d'un conflit entre ces avis ;  
(b) ou si la seule méthode permettant d'établir à la date de publication du catalogue que le lot était un faux consistait en un procédé dont l'usage n'était pas communément admis même après la publication du catalogue, ou en un procédé excessivement coûteux et impraticable, ou qui aurait probablement endommagé le bien, ou encore, selon notre avis raisonnable, qui aurait causé une dévaluation du lot.

Un bien sera considéré comme un faux si, selon notre opinion, il s'agit d'un faux délibéré, c'est à dire une imitation postérieure à 1870 destinée à tromper volontairement quant à la paternité, l'origine, la date, l'ancienneté, la période, la culture, ou la source (et dès lors que la description exacte de ces éléments ne figure pas dans la description du catalogue) et qui, à la date de la vente a une valeur bien moindre que celle qui aurait été la sienne si le bien avait été conforme à la description du catalogue. Aucun lot ne sera considéré comme un faux en raison des seuls dommages et/ou restaurations et/ou altérations de toutes sortes (y compris la présence de repeints ou d'ajouts).

Outre le fait que cela entre dans notre politique générale, nous avons le droit de demander à "l'acheteur" d'obtenir, à ses frais, l'avis de deux experts reconnus et indépendants dans leur domaine, choisis par accord mutuel, qui exposeraient les raisons pour lesquelles un tel bien pourrait être considéré comme un faux; Sotheby's accepte de prendre en considération l'avis de ces experts.

Cependant, Sotheby's, de son côté, se réserve le droit de solliciter un avis indépendant supplémentaire lui permettant de prendre une décision finale relative au caractère faux ou non du lot, et nous ne sommes liés par aucun avis d'expert communiqué par "l'acheteur". Si nous convenons avec "l'acheteur" que le bien est un faux, nous rembourserons à "l'acheteur" le coût des deux expertises indépendantes, à condition que (i) nous ayons préalablement approuvé ces coûts et que (ii) "l'acheteur" n'ait pas été en mesure d'obtenir des avis indépendants préalablement à la vente.

Cette garantie n'est en aucune manière cessible et a été émise au profit exclusif de l'acheteur.

#### L'OBLIGATION DE L'ACHETEUR D'INSPECTER LES OBJETS

**4 L'inspection des objets:** Les objets vendus aux enchères sont généralement anciens. Tous les lots sont vendus avec des défauts, imperfections et erreurs de description.

Les illustrations figurant dans les catalogues sont destinées uniquement à l'identification des lots. Vous noterez que nous n'avons pas testé les objets mécaniques ou électriques avant la vente, (que ce soit leur capacité à fonctionner, leur sécurité à opérer ou toute autre chose) et la responsabilité de tester ces objets avant leur utilisation vous incombe exclusivement.

En conséquence, pour tout lot qui vous intéresserait, vous acceptez :

- (i) d'inspecter et de vous assurer par vous-même, préalablement à la vente, de l'état du lot et de sa description;
- (ii) de compter sur votre propre jugement pour apprécier si le lot est conforme à sa description;
- (iii) de solliciter tout avis raisonnable d'un expert indépendant (en tenant compte de votre propre compétence et de la valeur du lot) afin de vous assurer de l'auteur du lot, de son attribution, authenticité, origine, date, ancienneté, provenance ou de son état;
- (iv) de ne pas vous fier aux illustrations figurant dans le catalogue.

Pour vous assister, nous pourrions être amenés à mentionner certains défauts ou imperfections dans le catalogue, mais nous ne prétendons pas fournir ces indications de manière exhaustive. Vous serez supposés avoir eu connaissance de tous les éléments que vous pourriez raisonnablement trouver au regard de votre compétence personnelle et de l'exercice de votre part de démarches raisonnables.

#### LA RESPONSABILITÉ DE SOTHEBY'S À L'ÉGARD DES ACHETEURS

**5 L'exclusion de responsabilité:**

A l'exception de la garantie accordée par "Sotheby's" à "l'acheteur" en vertu de la Clause 3 et de vos droits relatifs au déroulement des enchères exposées à la Clause 11 :

- (i) "Sotheby's" ne donne aucune garantie, d'aucune sorte, à "l'acheteur" et toute garantie ou obligation implicite est exclue (sous réserve des obligations pour lesquelles la loi n'admet pas d'exclusion de responsabilité).

(ii) en particulier, toutes les déclarations écrites ou verbales, y compris celles figurant dans tout catalogue, rapport, commentaire ou évaluation, relatives à l'aspect ou à la qualité d'un lot, y compris son prix ou sa valeur, (a) sont uniquement des déclarations d'opinion et (b) peuvent être révisées avant que le lot ne soit mis en vente (y compris lorsque le lot est exposé au public);

(iii) Ni "Sotheby's", ni aucune "société affiliée à Sotheby's", ni aucun de leurs mandataires, employés ou dirigeants ne pourront être tenus responsables des erreurs ou omissions commises dans de telles déclarations.

**6 Limitation des réclamations par les acheteurs:** Sous réserve des dispositions des Clauses 3 et 5 susvisées, et à l'exception des cas où notre responsabilité pourrait être retenue pour des dommages corporels ou pour décès, toute réclamation à l'encontre de "Sotheby's" par "l'acheteur" sera limitée au "prix d'adjudication" et à "la prime acheteur" effectivement payés par "l'acheteur" à Sotheby's pour le lot concerné.

#### RESPONSABILITÉ DU VENDEUR VIS À VIS DES ACHETEURS

**7 Les obligations du vendeur vis à vis des acheteurs.** Les obligations du "vendeur" à votre égard sont limitées de la même manière que nos obligations à votre égard. Toutes les obligations ou garanties, expresses ou implicites sont exclues, à moins que la loi ne permette pas une telle exclusion des obligations légales. Nous nous réservons le droit de convenir avec le "vendeur" de modifications à ses garanties.

#### LORS DE LA VENTE

**8 Droit de participer à la vente aux enchères:** Nous nous réservons le droit, à notre seule discrétion, de refuser à une personne de participer à nos ventes et de lui refuser l'accès à nos locaux.

**9 Enchérir en votre nom:** Si vous enchérissez lors d'une vente, vous le faites en votre nom propre et vous serez personnellement tenu responsable de cette enchère, à moins d'avoir préalablement convenu ensemble par écrit que vous pourrez enchérir au nom et pour le compte d'un tiers identifié et accepté par nous. Dans le cas où nous aurons conclu un tel accord, vous serez conjointement et solidairement responsable avec le tiers de toutes les obligations naissant de l'enchère; de par votre enchère en qualité de mandataire, le tiers sera lié par les Conditions de Vente de la même manière que s'il avait lui-même enchéri.

**10 Enchères par écrit et par téléphone:** Bien qu'il soit probablement dans votre intérêt d'assister personnellement à la vente aux enchères, vous pouvez enchérir par téléphone ou laisser un avis écrit d'enchères tel qu'indiqué ci-dessous.

**(a) Les ordres écrits d'enchérir.** Nous tenterons d'exécuter toutes instructions nous autorisant à enchérir en votre nom lors de la vente si nous recevons votre ordre d'enchérir suffisamment à l'avance et si nous estimons, à notre seule discrétion, qu'il est suffisamment clair et complet.

Si nous recevons des ordres écrits d'enchérir pour un lot particulier pour des montants identiques, et si lors de la vente aux enchères, ces offres sont les plus élevées pour ledit lot, le lot sera adjugé à la personne dont nous avons reçu l'offre en premier.

Cependant, nous ne prenons l'engagement d'honorer l'ordre d'enchérir que sous réserve de nos autres engagements lors de la vente; en outre la vente peut se dérouler d'une manière telle, que nous ne soyons pas en mesure d'enchérir comme demandé.

Nous n'acceptons aucune responsabilité en raison de l'exécution défectueuse d'un ordre écrit d'enchérir, pour quelque raison que ce soit.

En conséquence nous vous invitons très vivement à assister personnellement à la vente, ou à y envoyer un mandataire, si vous souhaitez être certain de porter des enchères.

**(b) Les ordres d'achat par téléphone.** Nous pouvons vous autoriser à enchérir par téléphone, mais en tout état de cause, nous nous réservons le droit de vous demander de confirmer, par écrit, certains détails nécessaires, et ce préalablement à tout accord à ce sujet. Nous ne sommes pas responsables de l'exécution défectueuse de vos ordres d'achat par téléphone, pour quelque raison que ce soit. Nous nous réservons le droit d'enregistrer les ordres d'achat par téléphone et vous marquez votre accord à ce que nous enregistrions vos ordres d'achat.

**11 Le déroulement de la vente aux enchères:** Le commissaire-priseur commencera et fera monter les enchères jusqu'aux niveaux qu'il considère appropriés au regard de la valeur du lot offert aux enchères et des offres qui concourent. Le commissaire-priseur est en droit de faire procéder à des enchères successives ou à des enchères en réponse à d'autres enchères pour le compte du "vendeur" jusqu'au montant de la prix de réserve fixé pour un lot, et ce bien qu'à aucun moment de la vente, le commissaire-priseur n'indique qu'il procède à de telles enchères pour le compte du vendeur. "L'acheteur" reconnaît les droits du commissaire-priseur et du "vendeur" tels qu'ils sont prévus dans la présente Clause et renonce à toute réclamation qu'il pourrait avoir à ce sujet à l'encontre de "Sotheby's" ou "du vendeur".

**12 Vente d'un lot:** "L'acheteur" est l'enchérisseur le plus offrant (ou le cas échéant son mandant dont l'identité est connue), dont l'enchère est acceptée par le commissaire-priseur. Le coup de marteau du commissaire-priseur marque l'acceptation de l'offre la plus élevée et détermine le "prix d'adjudication" auquel le lot est adjugé par le commissaire-priseur au profit de "l'acheteur". Le coup de marteau du commissaire-priseur marque également la conclusion d'un contrat de vente entre "le vendeur" et "l'acheteur".

**13 La liberté du commissaire-priseur:** Nonobstant les Clauses 11 et 12 susvisées, le commissaire-priseur se réserve le droit, à sa seule discrétion et à tout moment pendant la vente aux enchères:

- (i) de retirer un lot de la vente,
- (ii) d'offrir à nouveau un lot à la vente si le commissaire-priseur croit raisonnablement qu'il y a une erreur ou un différend; et/ou
- (iii) de prendre toute autre mesure qu'il pense être raisonnablement adaptée aux circonstances.

**14 Le tableau convertisseur de devises:** Les ventes aux enchères sont menées en francs suisses. Ce n'est que pour votre commodité, qu'un tableau convertisseur de devises peut être mis à disposition. Des erreurs peuvent être relevées dans le tableau convertisseur, et vous ne pouvez vous fier à lui pour enchérir dans une devise autre que le franc suisse.

**15 Les images vidéos:** Lors de certaines ventes aux enchères, un écran vidéo sera installé par commodité pour "l'acheteur" et "le vendeur". Nous ne pouvons être tenu responsables de la qualité de l'image figurant sur l'écran vidéo, ni de l'adéquation entre l'image apparaissant sur l'écran et l'original.

#### APRÈS LA VENTE

**16 Paiement:** Immédiatement après la fin de la vente aux enchères au cours de laquelle le lot a été adjugé, vous devez nous payer, en francs suisses, "le montant total dû" (y compris "la commission acheteur" et "les frais"). Le paiement ne sera pas considéré avoir été effectué en totalité avant que "Sotheby's" ait reçu les espèces ou fonds disponibles correspondants. La propriété du lot ne sera transférée à "l'acheteur" qu'après complet paiement du "montant total dû" pour ce lot en fonds disponibles. "Sotheby's" n'est pas obligée de délivrer le lot à "l'acheteur" tant que la propriété n'a pas été transférée et que "l'acheteur" n'a pas délivré à "Sotheby's" tout document permettant de s'assurer de son identité, et, en tout état de cause, la délivrance du bien avant son complet paiement n'affecte ni le transfert de propriété, ni l'obligation inconditionnelle de "l'acheteur" de payer "le montant total dû".

**17 L'enlèvement des achats:** Vous devez enlever le lot acheté, à vos frais, dans un délai de cinq (5) jours ouvrables à compter du jour de la vente. Vous ne pourrez enlever votre lot sans avoir payé entre nos mains "le montant total dû", à moins que nous n'usions de notre droit discrétionnaire de nous dessaisir dudit lot, et sans préjudice de la Clause 23 (g) ci-dessous.

**18 Le transfert du droit de propriété:** A moins que nous en ayons convenus autrement, et sous réserve de la Clause 23(d) ci-dessous, tout paiement reçu de votre part sera affecté par ordre d'ancienneté à votre plus ancienne dette vis-à-vis de Sotheby's ou à votre plus ancien achat fait auprès de "Sotheby's" ou d'une "société affiliée à Sotheby's" en tenant compte de la date de vente et du numéro de lot. Vous serez toujours redevable du "montant total dû", et la propriété du lot ne vous sera transférée qu'après complet paiement à Sotheby's du "montant total dû" au titre dudit lot, et après affectation par Sotheby's de ce paiement à ce lot, (et ce même si, sans préjudice de la Clause 17, nous exerçons notre droit discrétionnaire de vous remettre ledit lot).

**19 Les produits de revente:** Dans les cas où vous revendriez tout ou partie d'un lot avant de nous avoir réglé en totalité le "montant total dû", vous acceptez :

- (i) de conserver pour nous en "trust" les produits de la vente à hauteur du "montant total dû", diminués de tout montant payé périodiquement relatif à ce lot ; et
- (ii) de conserver le montant que vous détenez en "trust" pour nous relatif à tout lot dans un compte bancaire distinct.

**20 Le transfert des risques:** Les risques relatifs à un lot acheté vous seront transférés dès lors que l'un des événements suivants se réalisera:

- (i) Vous avez enlevé le lot acheté;
- (ii) Vous nous avez payé "le montant total dû";
- (iii) Cinq (5) jours ouvrables se sont écoulés à compter de la date de la vente.

Dès lors que les risques vous ont été transférés, vous êtes entièrement responsable de l'assurance du lot acheté.

Vous serez indemnisés pour toute perte ou dommage causé au lot survenu après la vente, mais avant que les risques ne vous soient transférés. Le montant maximum de dédommagement sera égal au "prix d'adjudication" du lot, augmenté de "la commission acheteur" reçue par Sotheby's, et toute perte ou dommage immatériel ou indirect sera exclu. Cependant, nous ne serons en aucun cas responsable des dommages occasionnés aux cadres ou aux verres couvrant les gravures, peintures, ou autres oeuvres, à moins que le cadre ou le verre ne soit lui même l'objet de la vente. Nous ne serons pas non plus responsables des pertes ou dommages causés par l'un des événements prévus par la Clause 31 ci-dessous.

**21 L'emballage et la manutention:** Vous assurez seul les risques et les frais d'emballage et de manutention des lots, et nous ne serons en aucun cas responsables des actes et omissions des emballeurs ou manutentionnaires.

**22 Licence d'exportation:** L'exportation de tout lot hors de la Suisse ou l'importation dans un autre Etat peut être soumise à la délivrance d'une ou plusieurs autorisations d'exportation ou d'importation. Il est de la responsabilité de "l'acheteur" d'obtenir toute autorisation d'exportation ou d'importation requise. Les lots achetés seront réglés conformément aux dispositions de la Clause 16 et l'absence de délivrance d'une licence d'exportation ou d'importation ou tout retard dans l'obtention d'une telle licence ne sauraient justifier la résolution ou l'annulation de la vente de votre part ou tout retard de votre paiement du "montant total dû" pour le lot.

**23 Recours en cas de non-paiement:** Si "le montant total dû" n'est pas payé pour un lot conformément à la Clause 16, nous aurons le droit d'exercer à notre discrétion, pour nous-mêmes ou en qualité d'agent du vendeur, et sans préjudice de tous les autres droits dont nous et le vendeur disposons, une ou plusieurs des actions suivantes :

- (a) introduire une procédure à votre encontre pour inexécution contractuelle en vue d'obtenir des dommages et intérêts;
- (b) annuler la vente du lot;
- (c) affecter tout paiement fait entre nos mains ou à toute "société affiliée à Sotheby's"; que ce soit au titre du "montant total dû" ou autrement, aux coûts et "frais" encourus à l'occasion de la vente du lot;
- (d) affecter tout paiement fait entre nos mains ou à toute "société affiliée à Sotheby's" que ce soit au titre du "montant total dû" ou autrement, à toute dette dont vous seriez redevable envers nous ou envers toute "société affiliée à Sotheby's" relativement à d'autres opérations;
- (e) organiser et procéder à la remise en vente du lot dans le cadre d'une vente aux enchères publiques ou d'une vente de gré à gré, en diminution de votre dette à notre égard. Vous consentez, avec le vendeur, à nous autoriser à organiser une telle remise en vente sur la base des Conditions de Vente applicables au moment de cette remise en vente et consentez à ce que le prix de réserve et les estimations concernant une telle remise en vente soient déterminés à notre seule discrétion. "Le produit net de la vente" s'imputera sur le montant de votre dette. Si lors de la remise en vente, le lot atteint un prix inférieur au "prix d'adjudication" initial, nous serons en droit, tout comme le vendeur, de vous réclamer la différence, augmentée de tous les frais encourus du fait de votre défaut de règlement. Si lors de la remise en vente, le prix atteint est supérieur au "prix d'adjudication" initial, le surplus sera payé "au vendeur". Dans une telle hypothèse, vous renoncerez à toute réclamation éventuelle sur la propriété du lot et accepterez que tout prix de revente soit présumé commercialement raisonnable.
- (f) compenser tout montant que nous, ou "toute société affiliée à Sotheby's" vous devrions avec tout montant dont vous seriez redevable envers nous ou envers toute "société affiliée à Sotheby's"; que ce soit en raison du produit d'une vente ou pour toute autre raison.

(g) exercer un droit de rétention sur tout bien vous appartenant qui est en notre possession ou en possession de toute "société affiliée à Sotheby's", quel que soit la raison, jusqu'à ce que les montants impayés nous aient été entièrement réglés. Nous vous avertirons de l'exercice de tout droit de rétention et du montant restant dû. Si les montants demeurent néanmoins impayés quatorze jours après une telle mise en demeure, nous aurons le droit d'organiser et d'exécuter la revente d'un tel lot conformément au paragraphe (e) susvisé;

(h) vous facturer la "commission vendeur" et le montant raisonnable des frais légaux et administratifs encourus par le "vendeur" et par nous-mêmes ;  
(i) vous facturer un intérêt à un taux n'excédant pas 6% (six pour cent) par an au-dessus du taux de base bancaire fixé périodiquement par la banque de "Sotheby's" à Genève, sur "le montant total dû" dans la limite du montant demeuré impayé plus de cinq (5) jours ouvrables à compter de la date de la vente aux enchères ;  
(j) assurer, déplacer ou entreposer le lot, soit dans nos locaux, soit dans un autre endroit à vos seuls risques et frais ;  
(k) rejeter toutes enchères portées par vous ou en votre nom lors d'une vente aux enchères ultérieure ou exiger que vous versiez un acompte entre nos mains avant d'accepter de telles enchères.

**24 Recours pour défaut d'enlèvement des achats:** Si vous n'enlevez pas un lot acheté dans un délai de cinq (5) jours ouvrables à compter de la date de la vente, nous nous réservons le droit d'entreposer ledit lot à vos risques et frais. Cela s'appliquera que vous ayez ou non effectué le paiement du "montant du total dû". Nous vous remettrons le lot acheté seulement après avoir reçu la totalité du paiement pour tous les frais d'entreposage, de transport, d'assurance et de tous les autres frais encourus, ainsi que le paiement de toutes les autres sommes que vous nous devez, y compris, si tel est le cas "le montant total dû". Nous aurons le droit, à notre seule discrétion, d'exercer l'un quelconque des droits ou recours prévu à la Clause 23 (a), (c), (e), (f), (g), (h) susvisée, sous réserve que nous n'exercions pas les droits prévus à la Clause 23 (e) susvisée pendant une période de six mois à compter de la date de la vente concernée.

Dans le cas où nous exercerions nos droits en vertu de la Clause 23 (e) susvisée après que vous nous ayez remis le "montant total dû", nous nous engageons à tenir à votre disposition le "produit net de la vente" que nous aurions reçus en fonds disponibles diminués de "la commission vendeur", de "la commission acheteur" et de tous les frais d'entrepôt, de déplacement, d'assurance et de tous coûts ou taxes encourus.

## C CONDITIONS CONCERNANT PRINCIPALEMENT LES VENDEURS

**25 Les garanties du vendeur:** Cette Clause régit votre relation à la fois avec "l'acheteur" et avec nous-mêmes. Si nous ou "l'acheteur" considérons que l'une des garanties indiquées ci-dessous n'était pas respectée d'une quelconque manière, nous ou "l'acheteur" pourrions engager des actions judiciaires à votre encontre. Vous acceptez d'indemniser Sotheby's, et toute "société affiliée à Sotheby's", leurs employés, administrateurs, cadres et subordonnés de toutes pertes ou dommages résultant d'une violation avérée ou alléguée de vos déclarations ou garanties, ou de toutes autres obligations prévues par les présentes Conditions de Vente. Si nous croyons raisonnablement qu'une violation avérée ou alléguée de ces déclarations ou garanties s'est réalisée, vous autorisez "Sotheby's", à sa seule discrétion, à procéder à l'annulation de la vente.

Vous nous garantissez, ainsi qu'à l'acheteur, qu'à tout moment (y compris mais de manière non limitative pendant la période où le bien nous est confié et au moment de la vente):

(a) vous êtes le véritable propriétaire du bien, ou vous êtes dûment autorisé par le véritable propriétaire à vendre le bien;  
(b) vous pouvez présentement et à l'avenir, conformément aux présentes Conditions de Vente, transférer valablement la possession et la propriété à l'acheteur, ladite propriété étant libre de toute revendication, action ou potentielle action émanant de tiers, et notamment, sans que cette énumération ait un caractère limitatif, de toute revendication émanant de gouvernements ou d'administrations étatiques ;  
(c) vous nous avez fourni toutes les informations concernant la provenance du bien et vous nous avez notifié par écrit tout doute exprimé par une tierce personne relatif à la propriété, l'état, l'authenticité, l'attribution, l'importation et l'exportation du lot;  
(d) vous ignorez tout fait ou toute allégation qui rendrait notre description concernant le lot inexacte ou trompeuse;

(e) vous déclarez et garantissez que le bien a été légalement importé dans l'Union Européenne s'il provient d'un pays que n'est pas membre de l'Union Européenne; que le bien a été légalement et définitivement exporté en vertu des lois en vigueur dans tout pays, quel qu'il soit, dans lequel il était situé; que toutes les déclarations à l'exportation et à l'importation ont été correctement remplies; que tous droits et taxes à l'exportation et l'importation ont été payés;

(f) vous avez payé ou paierez toutes les taxes et/ou les droits qui sont dus sur "le produit net de la vente" du bien et vous nous avez notifié par écrit toutes les taxes et droits dont nous sommes redevables en votre nom dans tout pays autre que celui du lieu de la vente;  
(g) sauf avertissement contraire notifié par vous par écrit à Sotheby's au moment où le bien est remis à Sotheby's, il n'existe aucune restriction, droits d'auteur ou autre, relatif au bien (autres que ceux imposés par la loi) ni aucune restriction sur nos droits de reproduire des photographies ou autres images de ce bien;  
(h) sauf avertissement contraire notifié par vous par écrit à Sotheby's au moment où le bien est remis à Sotheby's, tous les appareils électriques ou mécaniques (ou toute partie électrique ou mécanique d'un lot offert à la vente) sont sans risque s'ils sont utilisés dans le but auquel ils sont destinés et sont exempts de tout vice non apparent, non décelable par un examen externe, qui pourrait s'avérer dangereux pour la vie humaine ou la santé.

## AVANT LA VENTE

**26 Préparation de la vente:** Vous acceptez de nous accorder une entière et absolue discrétion dans:

(i) la manière de réunir ou de diviser les biens en lots pour la vente;  
(ii) la manière d'inclure les lots dans la vente;  
(iii) la manière de décrire un lot et de procéder aux illustrations dans le catalogue ou dans les rapports sur l'état de l'objet;  
(iv) la date et le lieu de la vente (ou des ventes) aux enchères;  
(v) la façon dont la vente est conduite.

Nous nous réservons le droit de consulter et de nous fier à tout expert, consultant ou restaurateur extérieur de notre choix à propos d'un bien, et de réaliser toute enquête ou tout test sur le bien qui nous sembleraient appropriés, avant ou après la vente. Cependant, cela relève de notre entière discrétion et nous ne sommes aucunement dans l'obligation d'effectuer ces consultations, enquête ou test.

**27 (a) Estimations:** Toute estimation effectuée par nous, que ce soit par écrit ou par oral, ne constitue que l'expression d'une opinion et n'est fournie qu'à titre indicatif. Une estimation ne saurait être considérée comme une prévision du prix de vente. Toute estimation donnée (que ce soit par écrit ou verbalement soit dans un catalogue, soit sur un reçu, une lettre ou tout autre document) peut être révisée à tout moment par nos soins de manière discrétionnaire.

**(b) Exclusion de responsabilité:** Toutes déclarations, écrites ou verbales et y compris celles figurant dans un catalogue, rapport, commentaire ou estimation relatives à l'aspect ou la qualité d'un lot, y compris au prix ou à sa valeur (a) ne sont que des expressions d'opinions et (b) peuvent être révisées avant que le lot ne soit offert à la vente (y compris lorsque le lot est exposé au public). Ni "Sotheby's", ni une "société affiliée à Sotheby's" ni leurs mandataires, employés, ou administrateurs respectifs ne seront tenus responsables des omissions ou erreurs contenues dans une telle déclaration.

**(c) Limitation des réclamations par le vendeur:** Toute réclamation par "le vendeur" (à l'exclusion de toute réclamation prévue par la Clause 31) sera limitée en tout état de cause "au produit net de la vente" relatif à ce lot.

**28 Retrait des lots de votre part:** Si vous choisissez de retirer un bien de la vente après l'une de ces dates (i) l'engagement écrit de mettre en vente l'objet chez nous et (ii) douze (12) semaines avant la date de la vente aux enchères, vous serez tenu de nous payer des droits de retrait calculés conformément à la Clause 30 ci-dessous. Si vous retirez votre bien avant ces dates, aucun droit de retrait ne sera dû.

**29 Retrait des lots de notre part:** Nous pouvons retirer un lot d'une vente sans engager notre responsabilité si (i) nous pensons raisonnablement qu'il existe un doute quant à son authenticité ou attribution ou (ii) il existe une violation avérée ou alléguée d'une quelconque déclaration ou garantie du vendeur prévue à la Clause 25 susvisée, ou (iii) vous avez violé l'une des dispositions des Conditions de Vente ou (iv) le lot contient des matériaux provenant d'espèces menacées d'extinction pour lesquelles une autorisation de vente en vertu de la réglementation CITES est requise et qu'une telle autorisation n'a pas été obtenue au jour précédant le premier jour de l'exposition de la vente au public ou (v) nous estimons que le lot a une valeur de vente insuffisante ou (vi) le lot a subi des pertes ou dommages en sorte qu'il n'est pas dans l'état dans lequel il était lors de la conclusion de l'accord de vente ou (vii) la vente aux enchères à laquelle il devait être vendu a été reportée, pour quelque raison que ce soit.

Si nous avons connaissance d'une contestation sur le titre de propriété ou d'un droit de rétention sur un lot que vous nous avez confié, nous ne pourrions vous remettre le lot tant que la réclamation sur le titre de propriété ou le droit de rétention n'aura pas été résolu à nos yeux de manière satisfaisante.

**30 Droit de retrait:** Si nous sommes amenés à retirer un lot en raison de la réalisation des événements prévus aux paragraphes (i), (iv), (v), (vi), ou (vii) de la Clause 29 susvisée, aucun droit de retrait ne vous sera facturé et le bien vous sera retourné à vos frais, sous réserve qu'il ne fasse l'objet d'aucune réclamation quant à son titre de propriété.

Cependant si nous retirons le lot pour toute autre raison, vous devrez nous régler un droit de retrait en sus des "frais". Le droit de retrait sera égal à la somme de "la commission vendeur" et de "la commission acheteur" et sera calculé comme si le lot retiré avait été vendu au prix de "l'estimation moyenne avant vente". Il est destiné à indemniser "Sotheby's" pour ses frais et dépenses et le temps passé par ses experts et son personnel à cataloguer le lot et à faire de la publicité pour sa vente.

Le taux "commission vendeur" sera le taux applicable au moment où le lot retiré avait été confié à la vente. Nous ne sommes pas tenus de retirer un bien de la vente ou de vous le retourner, tant que vous n'avez pas réglé le montant du droit de retrait.

**31 Responsabilité de Sotheby's en cas de perte ou de dommage:** Sauf accord exprès convenu ensemble au moment de la livraison du bien, nous serons responsables, à vos frais et dans les termes prévus par cette Clause 31, en cas de perte ou de dommage sur tout lot à partir du moment où nous recevons le lot et (i) jusqu'à ce que le risque soit transféré à l'acheteur du lot suite à sa vente, ou (ii) jusqu'à ce que soixante (60) jours se soient écoulés après la vente concernée, si le lot demeure invendu, ou (iii) jusqu'à six (6) mois après que le lot nous a été livré, s'il reste en notre possession et n'a pas été consigné pour une vente à ce moment là.

En contrepartie, vous acceptez de payer à Sotheby's un droit correspondant à la responsabilité que nous assumons à un taux qui est égal à un pour cent et demi (1,5%) de l'un des montants suivants:

- (i) "prix d'adjudication", si le lot est vendu;
- (ii) "prix de réserve", si le lot est invendu;
- (iii) "l'estimation moyenne avant vente", si le lot n'est pas offert à la vente pour quelque raison que ce soit;
- (iv) une estimation raisonnable de la valeur du lot à la date à laquelle il nous a été livré, s'il n'existe pas "d'estimation moyenne avant vente".

Lorsque le paragraphe (i) susvisé s'applique, vous acceptez que nous puissions déduire cette somme du "prix d'adjudication" du lot.

S'il survenait une perte ou un dommage au bien pendant la période où nous sommes responsables, nous ne serons pas tenus de vous payer un montant supérieur à celui prévu aux paragraphes (i)-(iv) susvisés, diminué de la "commission vendeur", des "frais" et de toute TVA applicable sur la "commission vendeur" et sur les "frais".

Nous ne serons pas responsables des pertes ou dommages survenus aux cadres ou verres couvrant les gravures, les peintures ou autres oeuvres, ou intervenus lors de travaux réalisés par toute personne tierce que nous avons chargée, avec votre accord, de s'occuper de votre bien (notamment travaux de restauration, encadrement ou nettoyage). Nous ne serons pas non plus responsables des pertes ou dommages occasionnés de manière directe ou indirecte par:

- (i) les changements d'humidité ou de température;
- (ii) l'usure normale, la détérioration progressive, un vice caché ou un défaut intrinsèque (notamment la vermoulure);
- (iii) les erreurs de manipulation;

(iv) la guerre, les armes de guerre employant la fission atomique, la contamination radioactive, les armes chimiques, bio-chimiques ou électromagnétiques ou tout acte de terrorisme (tels que définis et appliqués par les assureurs de Sotheby's).

**32 Assurance organisée par vous:** Si vous ne souhaitez pas que nous soyons responsable en cas de perte ou de dommage dans les conditions mentionnées à la Clause 31 ci-dessus, pour tout lot que vous nous livrez, vous devrez en convenir par écrit avec nous au moment de la livraison. Dans le cas où nous concluons un accord en ce sens, vous devrez souscrire une couverture d'assurance pour le lot jusqu'à ce que "l'acheteur" ait payé le lot en totalité. Dans ces circonstances, vous acceptez de :

- (i) nous fournir un exemplaire du certificat d'assurance pour le lot;
- (ii) nous procurer une renonciation à recours établie par votre assureur pour tous droits et réclamations qui pourraient être formés contre nous en relation avec les pertes et les dommages et nous fournir un exemplaire de cette renonciation dont la forme devra nous convenir;
- (iii) nous indemniser contre toute réclamation pour dommage ou perte ou coûts concernant le lot, quelle que soit la nature de cette réclamation;
- (iv) notifier à votre assureur l'existence de l'indemnisation prévue au paragraphe (iii) ci-dessus;
- (v) nous rembourser sur demande de toutes les dépenses, coûts et "frais", y compris les frais légaux, qui peuvent résulter de toute réclamation. Vous serez tenu par tout paiement fait par nous en vertu de cette Clause et vous devrez tenir ce paiement pour preuve effective de ce que nous étions contraints de procéder à un tel paiement, et ce même si aucune responsabilité n'a été prouvée;
- (vi) renoncer à tous les droits et réclamations que vous pourriez avoir à notre rencontre en relation avec une telle perte ou un tel dommage, à l'exception des cas où la perte ou le dommage est dû à un manquement fautif de notre part.

Si vous ne respectez pas les dispositions des paragraphes susvisés (i) et (ii) dans un délai de dix (10) jours à compter de la livraison du lot entre nos mains, nous assumerons le risque de perte ou dommage sur le lot conformément à la Clause 31 susvisée. Nous assumerons un tel risque de perte ou dommage à compter du 11<sup>ème</sup> jour suivant la livraison du bien entre nos mains. Si le lot venait à être endommagé ou perdu après cette date, nous serons redevables envers vous de la différence positive, si elle existe, entre (a) le montant applicable tel que spécifié aux paragraphes (i)-(iv) de la Clause 31 ci-dessus, et (b) les indemnités perçues au titre de la police d'assurance que vous avez souscrite pour le lot concerné augmentées de toute franchise applicable.

**33 Réexpédition:** Nous pourrions décider, à notre discrétion, d'expédier tout lot à une vente aux enchères publiques organisée par toute "société affiliée à Sotheby's". Nous vous le notifierons par écrit et, à moins que vous ne vous opposiez par écrit dans un délai de dix (10) jours à compter de la réception de sa notification à la réexpédition proposée, vous serez considéré comme ayant accepté une telle réexpédition.

Dans ces circonstances, toute vente sera régie par les Conditions de Vente figurant dans le catalogue de la vente correspondante, sous réserve uniquement de ce qu'entre vous et nous, les présentes Conditions de Vente continueront à s'appliquer et prévaudront en cas de conflit. L'entier du produit de la vente vous seront remis dans la devise du pays dans laquelle la vente s'est déroulée, diminués de toutes les taxes locales correspondantes.

#### PENDANT LA VENTE

**34 Le "prix de réserve":** Sauf accord contraire conclu par écrit, chaque lot sera offert à la vente avec un "prix de réserve" égal à soixante-quinze pour cent (75%) de "l'estimation basse avant la vente" notifiée au "vendeur".

Aucun "prix de réserve" ne peut excéder la dernière "estimation basse avant la vente" du lot annoncée ou publiée par "Sotheby's". Dans l'hypothèse où des fluctuations de change devaient affecter un "prix de réserve" fixé dans une devise autre que le franc suisse et si "Sotheby's" ne parvient pas à s'accorder avec le "vendeur" sur un "prix de réserve" révisé, le "prix de réserve" fixé exprimé en francs suisses sera calculé sur la base du taux de change de clôture disponible le jour ouvrable précédant immédiatement la vente aux enchères.

“SOTHEBY’S” NE SERA EN AUCUN CAS RESPONSABLE AU CAS OU IL N’Y AURAIT PAS D’ENCHERES ATTEIGNANT LE NIVEAU DU “PRIX DE RESERVE” MAIS “SOTHEBY’S” AURA LE DROIT, A SA LIBRE ET ENTIERE APPRECIATION, DE VENDRE LE LOT AU-DESSOUS DU “PRIX DE RESERVE” ET DE REMETTRE AU “VENDEUR” LES PRODUITS DE LA VENTE QUE LE “VENDEUR” AURAIT REÇUS SI LE LOT AVAIT ETE VENDU AU “PRIX DE RESERVE”. SI LE LOT NETROUVE PAS ACQUEREUR, LE COMMISSAIRE-PRISEUR ANNONCERA QUE LE LOT EST INVENDU.

**35 Enchérir pendant une vente aux enchères:** Vous ne pouvez pas enchérir sur votre propre bien. Bien que nous soyons autorisés à enchérir en votre nom jusqu’au montant du prix de réserve, vous n’êtes pas autorisé à donner instructions ou à permettre à une autre personne d’enchérir sur le bien pour votre compte.

Si vous enchérissez en votre nom (ou chargez une autre personne de le faire), vous pourrez être considéré comme un enchérisseur dont les enchères auraient été acceptées.

Dans ce cas, vous ne serez pas autorisé à bénéficier des Clauses 3 et 34 susvisées et vous serez tenu de nous régler une somme représentant le total de la “commission vendeur”, de la “commission acheteur” et de tous “les frais” qui auront été encourus à l’occasion de la vente du lot. Nous serons autorisés à exercer un droit de rétention sur le lot jusqu’à ce que le paiement de cette somme ait été acquitté en totalité.

#### APRÈS LA VENTE

**36 Paiement fait par vous à nous:** Après la vente, vous serez tenu de nous payer les sommes suivantes:

- (i) la “commission vendeur”; et
- (ii) “les frais”

Nous aurons le droit de déduire chacun de ces montants des sommes reçues de “l’acheteur”. Vous autorisez “Sotheby’s” à percevoir de “l’acheteur” la “commission acheteur”.

**37 Paiement du produit net de la vente:**

A moins d’avoir été averti par “l’acheteur” de son intention de résoudre ou annuler la vente au motif que le lot serait un faux et à condition que “l’acheteur” ait délivré à “Sotheby’s” tout document permettant de s’assurer de son identité, nous vous transmettrons le trente cinquième jour après le dernier jour de la vente aux enchères, le “produit net de la vente” reçu de “l’acheteur” en fonds disponibles, diminué de tout autre montant dont vous seriez redevable à l’égard de Sotheby’s ou de toute “société affiliée à Sotheby’s”. Vous voudrez bien noter que “le produit net de la vente” qui vous est dû provient directement des montants reçus de “l’acheteur”. Si “l’acheteur” effectue le paiement plus de trente (30) jours après le dernier jour de la vente, nous vous enverrons le “produit net de la vente” diminués des autres montants que vous nous devez ou que vous devez à toute “société affiliée à Sotheby’s” dans un délai de cinq (5) jours ouvrables à compter de la réception des fonds disponibles.

Nous nous réservons le droit de remettre un lot à “l’acheteur” avant le paiement par “l’acheteur” du “montant total dû” pour le lot. Dans ce cas, nous vous paierons le “produit net de la vente” du lot le trente-cinquième jour après la date de la dernière vacation à condition que vous nous ayez fourni tout document permettant de nous assurer de votre identité.

**38 Annulation:** Lorsque nous sommes convaincus que le lot est un faux, nous procéderons à l’annulation de la vente et vous le notifierons. Nous serons en droit, à notre seule discrétion, de passer outre les dispositions de la Clause 3 lorsqu’il s’agira de déterminer si un lot est un faux ou non. Dans un délai de dix (10) jours à compter de la réception de la lettre vous notifiant l’annulation de la vente, vous nous retournerez tout “produit net de la vente” que nous vous aurons précédemment réglé relativement audit lot et vous nous rembourserez de tous les “frais” encourus en relation avec l’annulation de la vente. A réception de ces fonds, nous vous retournerons le lot. Nous serons en droit de percevoir les “produit net de la vente”, si pour des raisons indépendantes de notre volonté, nous ne sommes pas en mesure de vous retourner votre lot.

**39 Non-paiement par l’acheteur:** Nous ne sommes pas tenus de contraindre “l’acheteur” à payer, ni d’introduire des actions judiciaires pour recouvrer un tel paiement. Vous vous engagez à nous informer de toute action que vous auriez choisi d’entreprendre à l’encontre de “l’acheteur” pour le contraindre au paiement des sommes qu’il vous doit.

A notre entière discrétion, nous pourrions exercer l’un des recours prévu à la Clause 23 susvisée, y compris le droit d’annuler la vente et de vous retourner votre bien.

Sur demande, nous vous informerons de toute action introduite à l’encontre de “l’acheteur” et prendrons en considération vos conseils sur la démarche que vous estimez la plus appropriée pour recouvrer le montant dû. Nous serons en droit de facturer à “l’acheteur” un intérêt pour tout retard de paiement conformément à la Clause 23(i) susvisée et vous nous autorisez à retenir un tel intérêt pour notre propre compte.

Si “l’acheteur” ne règle pas “le montant total dû” mais si nous consentons à vous verser un montant équivalent au “produit net de la vente”, la propriété du lot nous est transférée. Afin d’éviter tout malentendu, nous aurons le bénéfice de toutes vos déclarations, garanties et indemnités prévues aux termes des présentes Conditions de Vente.

**40 Les ventes postérieures à la vente aux enchères:** Si un lot n’a pas été acquis lors de la vente aux enchères, vous nous autorisez à vendre le lot de gré à gré pendant une période de quarante (40) jours à compter de la date de la vente aux enchères. Sauf accord contraire de votre part, toute vente postérieure à la vente aux enchères sera conclue pour un prix qui ne saurait être inférieur au “produit net de la vente” auquel vous auriez pu prétendre si le lot avait été vendu au prix de réserve.

Si une telle vente de gré à gré est convenue, vos obligations envers nous et “l’acheteur” concernant ce lot sont les mêmes que s’il avait été vendu aux enchères publiques.

Toute référence faite dans les présentes Conditions de Vente à la date des enchères signifiera la date de la vente de gré à gré.

**41 Lot invendu:** Nous vous adresserons, à l’adresse donnée dans l’accusé de réception des biens, un avis relatif aux lots invendus. Si ce bien n’a pas été vendu de gré à gré conformément aux dispositions de la Clause 40, vous pourrez soit nous confier à nouveau ce lot en vue de sa vente, soit reprendre possession de votre bien. Si vous décidez de reprendre votre lot, nous nous réservons le droit de vous facturer une commission réduite s’élevant à cinquante pour cent (50%) de “la commission vendeur”, augmentée des “frais”. Dans ce cas, la “commission vendeur” sera calculée comme si le bien avait été vendu au prix de réserve. Le taux de la “commission vendeur” sera celui applicable à la date de la vente aux enchères.

Si vous ne prenez pas les dispositions visant à nous confier la vente à nouveau du lot ou à reprendre possession de votre lot, ainsi que précédemment stipulé, dans un délai de soixante (60) jours à compter de la vente aux enchères, nous serons en droit, à notre seule discrétion:

- (i) de conserver le lot dans un lieu extérieur à vos risques et frais; ou
- (ii) d’offrir à nouveau le lot à une vente aux enchères publiques avec un prix de réserve qui ne pourra être inférieure à cinquante pour cent (50%) du prix de réserve d’origine.

Dans le cas où un lot est confié à nouveau à la vente, nous serons habilités à déduire “du prix d’adjudication” la commission réduite due au titre de la vente initiale ainsi que les “frais” y afférents et “la commission vendeur” liée à la revente augmentée également des “frais” y afférents. Nous nous réservons le droit de vous facturer dans la limite d’un montant raisonnable nos frais administratifs et juridiques encourus.

Toute revente sera régie par les Conditions de Vente figurant dans le catalogue de la vente concernée, sous réserve uniquement qu’entre vous et nous, les présentes Conditions de Vente continueront à s’appliquer et prévaudront en cas de conflits.

#### D CONDITIONS CONCERNANT À LA FOIS LES ACHETEURS ET LES VENDEURS

**42 Loi applicable:** Les Conditions de Vente et toutes modifications subséquentes seront régies par le droit suisse et interprétées conformément à ce droit.

**43 (i) Clause attributive de compétence:** “Sotheby’s”, les “acheteurs” et “les vendeurs” (et tous les “acheteurs” et “vendeurs” éventuels) acceptent que les tribunaux du canton de Genève (suisse) (sous réserve des dispositions de la Clause 43

(ii) ci-dessous) ont une compétence exclusive pour tous les litiges (y compris les réclamations relatives à la compensation et aux demandes reconventionnelles) qui existeraient en rapport avec la validité, l’effet, l’interprétation ou l’exécution des présentes Conditions de Vente ou en rapport avec les relations juridiques survenues dans le cadre de ces Conditions de Vente, ou avec toute autre question relative à ces dernières.

(ii) Les dispositions de la Clause 43(i) susvisée sont convenues au seul bénéfice de "Sotheby's". Par conséquent, nonobstant l'engagement exclusif prévu à la Clause 43(i) susvisée, "Sotheby's" se réserve le droit d'engager des poursuites devant tout tribunal compétent.

**44 Signification:** Tous les "acheteurs" et "vendeurs" consentent irrévocablement à recevoir notification d'un acte introductif d'instance ou de tout autre document en rapport avec une procédure judiciaire, par voie de télécopie, de signification à personne, de remise à la dernière adresse connue ou à toute autre adresse usuelle, de courrier, ou par tout autre moyen autorisé par la loi suisse, la loi du lieu où la signification doit être effectuée ou celle du lieu dans lequel la procédure doit être introduite.

**45 Photographies et illustrations:** Vous reconnaissez que nous avons un droit absolu (non exclusif) de photographier, illustrer ou de reproduire des images de tout lot que nous détenons en vue d'une vente. Nous conserverons les droits d'auteur sur toutes les images que nous aurons réalisées relatives à un lot et aurons le droit d'utiliser de telles images comme bon nous semble, aussi bien avant qu'après la vente aux enchères.

**46 Taxe sur la Valeur Ajoutée:** Lorsque les présentes Conditions de Vente se réfèrent à une obligation pour "l'acheteur" ou "le vendeur" d'effectuer un paiement, "l'acheteur" ou "le vendeur" (selon le cas) sera redevable du paiement de toute Taxe sur la Valeur Ajoutée ("TVA") requise par la loi, ou, le cas échéant de tout montant tenant lieu de TVA.

Lorsque les présentes Conditions de Vente confèrent à Sotheby's le droit de recevoir paiement de "l'acheteur" ou du "vendeur", un tel droit inclura le droit de percevoir toute TVA due, ou le cas échéant, tout montant tenant lieu de TVA.

**47 Droits d'auteur:** Aucune déclaration, ni garantie ne sont émises par "le vendeur" ou par "Sotheby's" sur le point de savoir si un lot est soumis à des droits d'auteur, ou si "l'acheteur" acquiert les droits d'auteur sur un lot vendu.

**48 Exportation/importation et embargos:** Aucune déclaration, ni garantie ne sont émises par "Sotheby's" ou par le "vendeur" sur la question de savoir si un lot est soumis à des restrictions d'exportation depuis la Suisse ou à des restrictions relatives à l'importation de la part de tout autre Etat. De même, nous ne faisons aucune déclaration ou garantie sur la question de savoir s'il existe des mesures d'embargo concernant des lots spécifiques.

**49 Notification:** Toute notification ou autre communication devront être faites par écrit et si elles sont envoyées par la poste, seront considérées comme avoir été reçues par le destinataire, le deuxième jour qui suit l'envoi, ou si le destinataire habite en dehors de la Suisse, le cinquième jour ouvrable après l'envoi. Si une notification écrite est remise en main propre, elle sera considérée comme ayant été reçue au moment de la remise et, si une notification est envoyée par télécopie, elle sera considérée comme avoir été reçue vingt-quatre (24) heures après l'envoi. Toute notification doit nous être adressée au Quai du Mont Blanc 13, 1201 Genève. Toute notification que nous pourrions vous envoyer, sera adressée à la dernière adresse que nous connaissons.

**50 Divisibilité:** Dans le cas où certaines dispositions des présentes Conditions de Vente seraient inapplicables, pour quelque motif que ce soit, les dispositions restantes conserveront leur plein effet.

**51 Détails personnels:** Si nous en faisons la demande, "l'acheteur", "le vendeur" et tout enchérisseur acceptent de fournir (dans des formes qui nous paraissent acceptables) une confirmation écrite de leur nom, adresse permanente, preuve de leur identité et de leur solvabilité.

**52 Commission d'introduction:** Nous nous réservons le droit de payer sur notre rémunération, une commission à toute tierce personne qui nous présenterait des clients ou nous ferait connaître des objets.

**53 Protection des données:** Sotheby's pourra se servir des renseignements donnés par ses clients ou de ceux que "Sotheby's" obtient autrement, concernant ses clients, pour la provision d'une enchère et les autres services liés à l'art, l'immobilier, la gestion clients, le marketing et autres (domaines) afin de diriger ses affaires, ou comme requis par la loi.

Le rassemblement de renseignements personnels concernant les clients de Sotheby's peut se produire via des méthodes techniques pour identifier leurs préférences et leur fournir une meilleure qualité de service, et Sotheby's peut rassembler ces renseignements sur ses clients au moyen d'images vidéo ou par l'utilisation d'un appareil d'enregistrement servant à mémoriser des conversations téléphoniques.

"Sotheby's" va demander l'accord explicite à son client avant de rassembler toute donnée personnelle (ou sensible) sauf indication contraire prévue par la loi. Vous consentez à ce que Sotheby's puisse utiliser toute donnée personnelle (ou sensible) que vous lui avez fournie.

En acceptant ces Conditions de Vente, vous consentez au traitement de vos données personnelles, à la divulgation et au transfert de tels renseignements vers toute société Sotheby's et toute partie tierce partout dans le monde pour les motifs ci-dessus, ce qui comprend également les pays qui n'offrent pas une protection pour les données personnelles équivalente à celle qu'offre la Suisse. Vous pouvez empêcher l'utilisation de ces données personnelles à des fins marketing à n'importe quel moment en le notifiant à Sotheby's. Si vous ne souhaitez pas recevoir de matériel ou de documentation marketing de la part de ou relatif à "Sotheby's", le Groupe Sotheby's ou des tiers, veuillez en informer le bureau de "Sotheby's".

#### **54 Divers:**

- (i) Les titres et l'introduction figurant dans les présentes Conditions de Vente ne font pas partie intégrante de celles-ci ; ils ont pour seul objet d'en faciliter la lecture et la compréhension ;
- (ii) Aucun acte, même partiel, ou omission de "Sotheby's" ne pourra être considéré comme une renonciation de "Sotheby's" à l'un de ses droits prévus aux présentes.
- (iii) Les singuliers incluent les pluriels et vice-versa, lorsque le contexte le rend nécessaire.
- (iv) Les présentes Conditions de Vente ne pourront être cédées par "l'acheteur" ou "le vendeur" à des tiers sans le consentement écrit préalable de "Sotheby's". Cependant, ces Conditions de Vente s'appliqueront à vos ayants-droits, cessionnaires, trustees, exécuteurs testamentaires, tuteurs, et représentants.
- (v) Lorsque les termes se voient attribuer une signification particulière, un lexique peut apparaître avant le premier lot dans le catalogue de la vente concernée.



NOTES

## CONDITIONS OF BUSINESS

The conditions set out below and all other terms, conditions and notices set out in Sotheby's catalogues or announced by the auctioneer or posted in the sale-room by way of notice (together the 'Conditions of Business') form the terms on which Sotheby's contracts, as auctioneer, with actual and prospective sellers and buyers. The Conditions of Business apply to all aspects of the relationship between you and us regarding the sale, purchase or holding by us of property. They also apply to you if you require inspection, appraisal or valuation of property. They are therefore very important and you should read them carefully. You agree that any future dealings which you may have with Sotheby's shall be on the Conditions of Business current at that particular time..

### NOTICE TO BUYERS AND SELLERS

You should note that Sotheby's generally acts as agent for the seller. Any concluded contract of sale is made directly between the seller and the buyer.

Sotheby's is dependent on the seller for much of the relevant factual material pertaining to items offered for sale. Sotheby's cannot and does not undertake full due diligence on every item sold. Buyers therefore have a responsibility to carry out their own inspection and investigations to satisfy themselves as to the nature of the items which they are interested in buying. We specifically draw to the attention of all potential buyers Conditions 5 and 6 which limit the extent to which Sotheby's and the seller may be liable. We also specifically draw to the attention of all sellers Conditions 25 and 27 which set out the basis of the relationship between Sotheby's and the seller and limit the extent to which Sotheby's may be liable to the seller.

Actual and prospective buyers and sellers are bound by all Conditions of Business. However, for ease of reference, we have divided the Conditions set out below into sections. Section A explains certain terms that are used regularly throughout the Conditions, Section B sets out those Conditions which particularly relate to buyers, Section C sets out those Conditions which particularly relate to sellers, and Section D sets out those Conditions which relate to both buyers and sellers. Where possible in these Conditions of Business, Sotheby's is referred to as 'we', 'us' and 'our', and actual and prospective buyers and sellers are, as applicable, referred to as 'you' and 'your'.

### A EXPLANATION AND DEFINITION OF CERTAIN TERMS USED IN THE CONDITIONS OF BUSINESS

- 1 Definitions:** In these Conditions of Business, terms placed in inverted commas shall have the meaning set out below:
- (a) **'buyer'** means the person who makes the highest bid accepted by the auctioneer, or that person's disclosed principal;
  - (b) **'buyer's premium'** means the commission on the 'hammer price' payable to 'Sotheby's' by a 'buyer' at the rates posted in the auction room at the time of the relevant sale, together with any Value Added Tax (VAT) or amount in lieu of VAT required by law;
  - (c) **'CITES'** means Convention on International Trade in Endangered Species;
  - (d) **'expenses'** in relation to the sale of any lot means 'Sotheby's' charges and expenses including but not limited to legal expenses, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproduction rights' fees, taxes, levies, costs of testing, searches or enquiries relating to any lot, or costs of collection from a defaulting 'buyer', including any applicable VAT or amount in lieu of VAT required on illustration and insurance expenses;
  - (e) **'hammer price'** means the price at which a lot is knocked down by the auctioneer to the 'buyer' or, in the case of a post-auction sale, the agreed price; in both instances excluding the 'buyer's premium', any applicable taxes and any 'expenses';
  - (f) **'reserve'** is the (confidential) minimum 'hammer price' at which the 'seller' has agreed to sell a lot
  - (g) **'low pre-sale estimate'** means the low estimate of 'Sotheby's' latest low and high pre-sale estimates of the value of the property, whether or not communicated to the 'seller';
  - (h) **'mid pre-sale estimate'** means the average of 'Sotheby's' latest low and high pre-sale estimates of the value of the property, whether or not communicated to the 'seller';
  - (i) **'net sale proceeds'** means the 'hammer price' of the lot sold to the extent received by 'Sotheby's' in cleared funds, less 'seller's commission' and 'expenses';

- (j) **'seller'** means the owner or the owner's agent or the person in possession of the property consigned. If there are multiple owners or agents or persons in possession, each shall assume, jointly and severally, all obligations, liabilities, representations, warranties and indemnities as set forth in these Conditions of Business;
- (k) **'seller's commission'** means the commission payable to 'Sotheby's' by a 'seller' at the rates applicable at the date of sale of the property or at the date of loss or damage to the property (if applicable), together with any VAT required by law or amount in lieu thereof. The applicable 'seller's commission' rates are those set out in the 'Sotheby's' seller's commission rate cards which are available at Sotheby's offices at 13 Quai du Mont-Blanc, 1201 Geneva and the terms of which are incorporated in these Conditions of Business;
- (l) **'Sotheby's'** means Sotheby's SA, 13 Quai du Mont-Blanc, 1201 Geneva;
- (m) **'Sotheby's affiliated company'** means: Sotheby's Holdings, Inc., a company registered in Michigan (USA); any company (other than 'Sotheby's') being a subsidiary of Sotheby's Holdings, Inc. or being otherwise controlled by Sotheby's Holdings Inc.; and Sotheby's Diamonds S.A., a company registered in Geneva (Switzerland) and its subsidiaries;
- (n) **'total amount due'** means the 'hammer price' in respect of the lot sold, together with the 'buyer's premium', and any charges, fees, interest, taxes and 'expenses' due from a 'buyer' or defaulting 'buyer'.

### B CONDITIONS MAINLY CONCERNING BUYERS

- 2 Sotheby's capacity:** 'Sotheby's' sells as agent for the 'seller' except where it wholly or partly owns any lot as principal. 'Sotheby's' may have a legal or equitable interest in, or have made a financial commitment in respect of, the lot as secured creditor or otherwise. Where 'Sotheby's' sells as agent, any sale will result in a contract made directly between the 'seller' and the 'buyer'.

#### SOTHEBY'S OBLIGATIONS TO BUYERS

- 3 Our guarantee to you:** If we sell any gemstones or pearls to you which subsequently prove to our reasonable satisfaction not to be genuine or of natural origin, we shall set aside the sale and refund to you any amount paid by you to us in connection with those gemstones or pearls in the currency of the original sale. This, however, shall only be available on condition that, no later than 21 days after the date of sale, you: (i) notify us in writing of the number of the lot, the date of the auction at which it was purchased and the reasons why you do not consider the gemstones or pearls to be genuine or of natural origin; (ii) are able to transfer good title to us free from any third party claims arising after the date of the sale to you; and (iii) return the lot to us in the same condition as at the date of sale.

It is our general policy, and we shall have the right to request the 'buyer' to obtain at the 'buyer's' cost the reports of two independent and recognised experts in the field, mutually acceptable to the 'buyer' and to us, setting out the reasons why the gemstones and pearls in question are not considered to be genuine or of natural origin and 'Sotheby's' agrees that it will give due consideration to any such expert reports. However, 'Sotheby's' reserves the right to seek additional independent advice itself in making its final determination as to whether or not the gemstones or pearls are genuine or of natural origin and we shall not be bound by any expert report produced by the 'buyer'. If we agree with the 'buyer' that the gemstones or pearls are not genuine or of natural origin, we shall refund to the 'buyer' the costs of obtaining two independent expert reports incurred by the 'buyer' provided that (i) such costs were approved by us in advance of obtaining such reports, and (ii) the 'buyer' could not reasonably have obtained independent opinions prior to the sale.

The benefit of this guarantee is not capable of being transferred and is solely for the benefit of the 'buyer'.

## BUYER'S OBLIGATION TO INSPECT

**4 Examination of goods:** Goods auctioned are usually of some age. All goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for identification only. You should also note that we have not tested any electrical or mechanical goods prior to the sale (whether in respect of their ability to function, their safety of operation or otherwise) and you are solely responsible for testing such goods before using them.

Accordingly, as regards any lot in which you are interested, you undertake:

- (i) to inspect and satisfy yourself prior to the sale as to the condition and description of the lot;
- (ii) to rely on your own judgment as to whether the lot accords with its description;
- (iii) to seek any independent expert advice reasonable (in the light of your particular expertise and the value of the lot) to satisfy yourself as to authorship, attribution, authenticity, genuineness, origin, date, age, provenance or condition of the lot; and
- (iv) not to rely on any illustration in any catalogue.

To assist you, we may refer in a catalogue to particular faults or imperfections, but any such guidance which we provide does not purport to be exhaustive. You will be deemed to have knowledge of all matters which you could reasonably have been expected to find out given your particular expertise and the exercise by you of reasonable due diligence.

## SOTHEBY'S LIABILITY TO BUYERS

**5 Exclusion of liability:** Apart from the guarantee in Condition 3 given by 'Sotheby's' to the 'buyer' and your rights in relation to the conduct of auctions as set out in Condition 11:

- (i) 'Sotheby's' gives no guarantees or warranties to the 'buyer' and any implied warranties or conditions are excluded (save in so far as such obligations cannot be excluded by statute);
- (ii) in particular, any representations, written or oral and including those in any catalogue, report, commentary or valuation, in relation to any aspect or quality of any lot, including price or value, (a) are statements of opinion only and (b) may be revised prior to the lot being offered for sale (including whilst the lot is on public view); and
- (iii) none of 'Sotheby's', any 'Sotheby's affiliated company', or any agent, employee or director thereof shall be liable for any errors or omissions in any such representations.

**6 Limitation on claims by buyers:** Without prejudice to Conditions 3 and 5 above, and save insofar as it relates to any liability which we may have for personal injury or death, any claim against 'Sotheby's' by the 'buyer' shall be limited to the 'hammer price' and the 'buyer's premium' actually paid by the 'buyer' to 'Sotheby's' with regard to that lot.

## SELLER'S LIABILITY TO BUYERS

**7 Seller's obligations to buyers:** The 'seller's' obligations to you are limited to the same extent as our obligations to you. Any express or implied conditions or warranties are excluded save insofar as it is not possible to exclude obligations implied by statute. In addition, we reserve the right to agree variations to the 'seller's' warranties with the 'seller'.

## AT THE SALE

**8 Rights of participation at auction:** We have the right, at our absolute discretion, to refuse to allow any person to participate in our auctions and to refuse admission to our premises to any person.

**9 Bidding as principal:** If you make a bid at auction, you do so as principal and will be held personally and solely liable for that bid unless we have previously agreed with you in writing that you do so on behalf of an identified third party who is acceptable to us. In circumstances where we have so agreed, both you and the third party will be jointly and severally liable for all obligations arising from the bid, and the third party shall be bound by the Conditions of Business by your bidding as his agent in the same way as if he were bidding personally.

**10 Commission and telephone bids:** Although your interests are likely to be best served if you attend auctions in person, you may bid by telephone or by leaving a commission bid as set forth below.

**(a) Commission bids:** We will seek to carry out any instructions to bid at an auction on your behalf which we receive from you sufficiently in advance of the sale and which we consider, in our discretion, to be sufficiently clear and complete. If we receive commission bids on a particular lot for identical amounts, and at auction these bids are the highest bids for the lot, it will be sold to the person whose bid was received first by us. However, our obligation in relation to commission bids is undertaken subject to our other commitments at the time of sale, and the conduct of the sale may be such that we are unable to bid as requested. We cannot accept liability for failure to make a commission bid for any reason. You should therefore attend personally or send an agent to the auction if you wish to be certain of bidding.

**(b) Telephone bids:** We may be prepared to allow you to bid by telephone but, in such circumstances, we reserve the right to require you to confirm relevant details in writing before we agree to do so. We are not responsible for the failure of any telephone bid for any reason. We reserve the right to record telephone bids and you hereby agree to our making such recordings.

**11 Conduct of the auction:** The auctioneer will commence and advance the bidding in levels that he considers appropriate in the light of the value of the lot under auction and of competing bids. The auctioneer is entitled to make consecutive bids or make bids in response to other bids on behalf of the 'seller' up to the reserve placed on the lot, although the auctioneer will not indicate during the auction that he is making such bids on behalf of the 'seller'. The 'buyer' acknowledges the rights of the auctioneer and the 'seller' set out in this Condition and waives any claim that he might have in this connection against 'Sotheby's' or the 'seller'.

**12 Sale of a lot:** The person who makes the highest bid accepted by the auctioneer (or that person's disclosed principal, if applicable) shall be the 'buyer'. The striking of the auctioneer's hammer marks the acceptance of the highest bid and identifies the 'hammer price' at which the lot is knocked down by the auctioneer to the 'buyer'. The striking of the auctioneer's hammer also marks the conclusion of a contract of sale between the 'seller' and the 'buyer'.

**13 Auctioneer's discretion:** Notwithstanding Conditions 11 and 12 above, the auctioneer has absolute discretion at any time during the course of auction to:

- (i) withdraw any lot;
- (ii) re-offer a lot for sale if the auctioneer reasonably believes that there is an error or dispute; and/or
- (iii) take such other action as he reasonably thinks fit in the circumstances.

**14 Currency converter:** Auctions are conducted in Swiss francs. Where a currency converter is operated, it is for your convenience only. Errors may occur in the currency converter and you should not rely on it as a substitute for the Swiss francs bidding.

**15 Video images:** At some auctions, there will be a video screen in operation for the convenience of both 'buyers' and 'sellers'. Errors may occur in the operation of the video screen. We cannot accept responsibility either for the quality of the image reproduced on the video screen, nor for the correspondence of the screen image to the original.

## AFTER THE SALE

**16 Payment:** Immediately after the conclusion of the relevant session of the auction in which the lot was sold, you shall pay us, in Swiss francs, the 'total amount due' (including 'buyer's premium' and 'expenses'). Payment will not be deemed to have been made until we are in receipt of cash or cleared funds. Title in a purchased lot will not pass until Sotheby's has received the 'total amount due' 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 'total amount due'.

**17 Collection of purchases:** You shall collect the purchased lot, at your expense, no later than five (5) working days after the day of the sale. Unless we exercise our discretion to do so, and without prejudice to Condition 23(g) below, the lot shall not be released to you before receipt by us of the 'total amount due'.

**18 Application of monies received:** Other than where we have agreed with you to the contrary, and subject to Condition 23(d) below, any monies received from you shall be applied in order of the oldest debt owed by you to 'Sotheby's' or the oldest purchase made by you at 'Sotheby's' or any 'Sotheby's affiliated company' having regard to the date of sale and the number of the lot. You shall always remain liable for the 'total amount due' until you have made payment in full of the 'total amount due' in respect of that lot and 'Sotheby's' has applied such payment to the lot (even if, without prejudice to Condition 17, we exercise our discretion to release it to you).

**19 Proceeds of on-sale:** In circumstances where you on-sell the lot or any part of the lot before making payment in full to us of the 'total amount due', you agree to:

- (i) hold on trust for us the proceeds of that sale to the extent that they are equal to the 'total amount due' less any amounts from time to time paid to us applied to that lot; and
- (ii) keep the amount that you hold on trust for 'Sotheby's' in respect of any lot in a separate bank account.

**20 Transfer of risk:** Any lot purchased is entirely at your risk from the earlier of:

- (i) the time you collect the lot purchased; or
- (ii) the time that you pay to us the 'total amount due' for the lot; or
- (iii) five (5) working days after the day of the sale.

You shall be solely responsible for insuring the lot purchased from the time risk passes to you.

You will be compensated for any loss or damage to the lot which occurs after sale but prior to the time risk passes to you. The maximum amount of compensation shall be the 'hammer price' of the lot, plus the 'buyer's premium' received by 'Sotheby's', and shall exclude any indirect or consequential loss or damage. However, we will not, in any circumstances, be liable for any loss or damage caused to frames or to glass which is covering prints, paintings or other works unless the frame or glass is, in itself, the object sold at auction. Nor will we be liable for loss or damage caused by any of the events set out in Condition 31 below.

**21** The packing and handling of lots is entirely at your risk and expense and we shall not, in any circumstances, be responsible for any acts or omissions of the packers or shippers.

**22 Export:** Should the export of any lot from Switzerland be subject to one or more export licences being granted or import licences to another country be required, it is the 'buyer's' responsibility to obtain any relevant export or import licence. Lots purchased shall be paid for in accordance with Condition 16, and the denial of any export or import licence required or any delay in the obtaining of such licence shall not justify the rescission or cancellation of the sale by you or any delay by you in making payment of the 'total amount due' for the lot.

**23 Remedies for non-payment:** If the 'total amount due' is not paid on any lot in accordance with Condition 16, we shall, in our discretion and without prejudice to any other rights which we and the 'seller' may have, be entitled, both for ourselves and as agent for the 'seller', to exercise any one or more of the following rights or remedies:

- (a) commence proceedings against you for damages for breach of contract;
- (b) cancel the sale of the lot;
- (c) apply any payments made by you to us or any 'Sotheby's affiliated company' as part of the 'total amount due' or otherwise towards any costs or 'expenses' incurred in connection with the sale of the lot;
- (d) apply any payments made by you to us or any 'Sotheby's affiliated company' as part of the 'total amount due' or otherwise towards any other debts owed by you to us or any other 'Sotheby's affiliated company' in respect of any other transaction;
- (e) arrange and carry out a re-sale of the lot by public auction or private sale in mitigation of the debt owed by you to us. You and the 'seller' consent to, and authorise us to arrange and carry out, such re-sale on the Conditions of Business applicable at the time of such re-sale and agree that the level of the reserve and the estimates relevant to such re-sale shall be set at our sole discretion. The 'net sale proceeds' will be applied in reduction of your debt. If a re-sale should result in a lower price than the original 'hammer price' obtained, we and the 'seller' shall be entitled to claim the balance from you together with any costs incurred in connection with your failure to make payment. If the re-sale should result in a higher price than the original 'hammer price' obtained, the surplus shall be paid to the 'seller'. In such case, you waive any claim which you may have to title to the lot and agree that any re-sale price shall be deemed commercially reasonable;

- (f) set off any amounts owed by us or any 'Sotheby's affiliated company' to you against any amounts which you owe to us or any 'Sotheby's affiliated company', whether as the result of any proceeds of sale or otherwise;
- (g) exercise a lien over any of your property which is in our possession or in possession of any 'Sotheby's affiliated company' for any reason until payment of all outstanding amounts due to us has been made in full. We shall notify you of any lien being exercised and the amount outstanding. If the amount outstanding then remains unpaid for fourteen days following such notice, we shall be entitled to arrange and carry out the sale of any such property in accordance with (e) above;
- (h) charge you the 'seller's commission' and our reasonable legal and administrative costs incurred;
- (i) charge you interest at a rate not exceeding 6% (six per cent) per annum above the discount rate quoted by 'Sotheby's' principal bank in Geneva from time to time on the 'total amount due' to the extent that it remains unpaid for more than five (5) working days after the date of the auction;
- (j) insure, remove and store the lot either at our premises or elsewhere at your sole risk and expense;
- (k) reject any bids made by or on your behalf at any future auction or require you to make a deposit with us before accepting any such bids.

**24 Remedies for failure to collect purchases:** If you do not collect a purchased lot within five (5) working days after the sale, we may arrange storage of the lot at your risk and expense. This shall apply whether or not you have made payment of the 'total amount due'. We shall release the purchased lot only after you have made payment in full of all storage, removal, insurance and any other costs incurred, together with payment of all other amounts due to us including, if applicable, the 'total amount due'. We shall, in our absolute discretion, also be entitled to exercise any of the rights or remedies listed in Condition 23(a), (c), (e), (f), (g) and (h) above, provided that we shall not exercise our right under Condition 23(e) above for a period of six months following the relevant sale. In the event that we exercise our rights under Condition 23(e) above and you have made payment for the entire 'total amount due' we undertake to hold to your order the 'net sale proceeds' received by us in cleared funds less all storage, removal, insurance and any other costs or taxes incurred.

## C CONDITIONS MAINLY CONCERNING SELLERS

**25 Seller's warranties:** This Condition governs your relationship with both the 'buyer' and ourselves. If we or the 'buyer' consider any of the warranties listed below to be breached in any way, either we or the 'buyer' may take legal action against you. You agree to indemnify 'Sotheby's' and any 'Sotheby's affiliated company', their respective servants, directors, officers and employees and the 'buyer' against any loss or damage resulting from any breach or alleged breach of any of your representations or warranties, or other terms set forth in these Conditions of Business. Where we reasonably believe that any of such representation or warranty has occurred, you authorise 'Sotheby's', in its sole discretion, to rescind the sale.

You warrant to us and to the 'buyer' that at all relevant times (including, but not limited to, the time of the consignment of the property and of the time of the sale):

- (a) you are the true owner of the property, or are properly authorised to sell the property by the true owner;
- (b) you are able to, and shall, in accordance with these Conditions of Business, transfer possession to the 'buyer' and good and marketable title to the property free from any third-party rights or claims or potential claims including, without limitation, any claims which may be made by governments or governmental agencies;
- (c) you have provided us with all information concerning the provenance of the property and have notified us in writing of any concerns expressed by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the lot;
- (d) you are unaware of any matter or allegation which would render any description given by us in relation to the lot inaccurate or misleading;
- (e) your warrant to us and to the 'buyer' that at all relevant times (including, but not limited to, the time of the consignment of the property and of the time of the sale): where the property has been moved to Switzerland from another country the property was lawfully imported into Switzerland; the property had been lawfully and permanently exported as required by the laws of any country in which it was previously located; required declarations upon the export and import of the property were properly made; and any duties and taxes on the export and import of the property have been paid;
- (f) you have or will pay any and all taxes and/or duties that may be due on the 'net sale proceeds' of the property and you have notified us in writing of any or all taxes and for duties that are payable by us on your behalf in any country other than the country of the sale;

(g) unless you advise us in writing to the contrary at the time you deliver the property to us, there are no restrictions, copyright or otherwise, relating to the property (other than those imposed by law) and no restrictions on our rights to reproduce photographs or other images of the property; and  
(h) unless you advise us in writing to the contrary at the time you deliver the property to us, any electrical or mechanical goods (or any electrical or mechanical parts of lots being offered for sale) are in a safe operating condition if reasonably used for the purpose for which they were designed and are free from any defect not obvious on external inspection which could prove dangerous to human life or health.

#### BEFORE THE SALE

- 26 Preparation for sale:** You agree that we shall have sole and absolute discretion as to:
- (i) the way in which property may be combined or divided into lots for sale;
  - (ii) the way in which lots are included in the sale;
  - (iii) the way in which any lot is described and illustrated in the catalogue or any condition report;
  - (iv) the date and place of the auction(s); and
  - (v) the manner in which any sale is conducted.

We reserve the right to consult with, and rely on, any outside experts, consultants or restorers of our choice in relation to the property and to carry out such other inquiries or tests in relation to the property either before or after the sale as we may, in our absolute discretion, deem appropriate. This is, however, a matter for our discretion and we are under no duty to carry out such consultation, inquiries or tests.

- 27 (a) Estimates:** Any estimate given by us, whether written or oral, is a matter of opinion only and is intended only as a guide. An estimate shall not be relied upon as a prediction of the anticipated selling price. Any estimate given (whether written or oral and whether in a catalogue, receipt, letter or otherwise) may, in our absolute discretion, be revised from time to time.
- (b) Exclusion of liability:** Any representations, written or oral and including those in any catalogue, report, commentary or valuation in relation to any aspect or quality of any lot, including price or value (a) are statements of opinion only and (b) may be revised prior to the lot being offered for sale (including whilst the lot is on public view). Neither 'Sotheby's', any 'Sotheby's affiliated company', nor any agent employee or director thereof shall be liable for any errors or omissions in any such representations.
- (c) Limitations on claims by 'seller':** Any claim by the 'seller' (excluding any claim covered by Condition 31) shall, in any event, be limited to the 'net sale proceeds' in respect of that lot.

- 28 Withdrawal of lots by you:** If you choose to withdraw property from the sale after the earlier of (i) your written agreement to sell the property with us and (ii) 12 weeks before the date of the auction of the property, you will be liable to pay to us compensation for such withdrawal calculated in accordance with Condition 30 below. If you withdraw property before that time, no withdrawal compensation shall be payable.

- 29 Withdrawal of lots by us:** We may withdraw a lot from sale without any liability if (i) we reasonably believe that there is any doubt as to its authenticity or attribution or (ii) it is established or alleged that any of the 'seller's' representations or warranties set out in Condition 25 above are inaccurate in any way or (iii) you breach any provisions of the Conditions of Business in any material respect or (iv) the lot contains any endangered species for which a 'CITES' sale exemption is required and the sale exemption has not been granted by the day preceding the first day of the viewing of the sale or (v) we consider the lot to be of insufficient sale value or (vi) the lot suffers from loss or damage so that it is not in the state in which it was when we agreed to sell it or (vii) the auction at which it was proposed to sell the lot is postponed for any reason.

If we become aware of a competing title claim to, or lien over, a lot consigned by you, we shall not release the lot to you until the title claim or lien, as applicable, has been finally resolved to our satisfaction.

- 30 Withdrawal compensation:** If the property is withdrawn by us because the circumstances described in any of (i), (iv), (v), (vi) or (vii) of Condition 29 above occur, then you shall not be charged a withdrawal compensation and the property shall be returned to you at your expense provided that there is no adverse title claim on the property. If, however, the property is withdrawn by us for any other reason, you shall pay us a withdrawal compensation fee together with any 'expenses'. The withdrawal compensation shall be of an amount to reimburse 'Sotheby's' for its time, costs and expertise used in cataloguing and marketing the property. We shall not be obliged to withdraw any property from sale or to return it to you unless you have paid us the withdrawal compensation.

#### 31 Liability for loss or damage assumed by us:

(a) Unless otherwise agreed with us in writing at the time of delivery of the lot to us, Sotheby's will assume liability for loss or damage in any lot commencing at the time the lot is received by Sotheby's and ceasing when (i) risk passes to the 'buyer' of the lot following sale of the lot, or (ii) for unsold lots, 60 days after the relevant auction, or when the lot is released to the buyer, (whichever is earlier), or (iii) six months after the lot has been delivered to us, if it remains in our possession and has not been consigned for sale by then.

(b) The Seller agrees to pay a charge for the liability accepted by Sotheby's, at Sotheby's published rates at the date of consignment, being the stated percentage of (i) the 'hammer price', if the lot is sold; or (ii) the 'reserve price', if the lot is unsold; or (iii) the 'mid pre-sale estimate', if the lot is not offered for sale for any reason; or (iv) if there is no 'mid pre-sale estimate' then a reasonable estimate of the auction value of the lot at the date at which it was delivered to us.

Where (i) above applies, you agree that we may deduct such a sum from the 'hammer price' of the lot.

(c) If any loss or damage should occur to the lot during the period identified in paragraph (a) above, Sotheby's liability to compensate the Seller in respect of the loss shall be limited to the amount set out in paragraph (b) (i) to (iii) as applicable, less Seller's commission and expenses and any applicable VAT on each of the 'seller's commission' and 'expenses'.

(d) We will not be liable for any loss or damage caused to frames or to glass covering prints, paintings or other work for damage occurring in the course of any process undertaken by independent contractors employed with your consent (including restoration, framing or cleaning) or for damage which is caused directly or indirectly or results from:

- (i) changes in humidity or temperature;
- (ii) normal wear and tear, gradual deterioration or inherent vice or defect (including woodworm);
- (iii) errors in processing;
- (iv) war, nuclear fission or radioactive contamination, chemical, bio-chemical or electro-magnetic weapons, or any act or acts of terrorism (as defined and applied by Sotheby's insurers).

#### 32 Insurance arranged by you:

If you do not wish us to assume liability for loss or damage in any lot delivered to us, you must agree this with us in writing at that time. In the event that you agree this with us, you will maintain insurance cover for the lot until the 'buyer' has made payment for the lot in full. In such circumstances, you agree to:

- (i) provide us with a copy of a certificate of insurance for the lot;
- (ii) procure a waiver of subrogation by your insurer of all rights and claims which they may have against us in connection with loss or damage, such waiver of subrogation in a form satisfactory to us, and to provide us with a copy of such waiver;
- (iii) indemnify us against any claim for loss, damage or costs in respect of the lot, however that claim may arise;
- (iv) notify your insurer of the terms of the indemnity set out in (iii) above;
- (v) reimburse us on demand for all payments, costs or 'expenses', including legal fees, which we incur as a result of any claim. Any payment which we make under this Condition shall be binding upon you and shall be accepted by you as being conclusive evidence that we were required to make such payment, even where no legal liability has been proved; and
- (vi) waive all rights and claims which you may have against us in connection with such loss or damage, other than in circumstances where the loss or damage was caused by our wilful misconduct.

If you fail to comply with subparagraphs (i) and (ii) above within ten days of delivery of any lot to us, we shall assume liability for loss or damage in the lot in accordance with the terms of Condition 31 above. We shall assume such liability from the start of the 11th day following the day of delivery of the lot to us. If any loss or damage should occur to the lot after that time, our liability to you shall be limited to the excess, if any, of (a) the relevant amount set out in (i)-(iv) of Condition 31 above, over (b) any amount payable to you for such loss or damage under the insurance policy you agreed to maintain for the lot under this Condition plus any deductible applicable thereunder.

**33 Reconsignment:** We may, at our discretion, decide to reconsign any lot so that it shall be offered for sale at public auction by another 'Sotheby's affiliated company'. We shall notify you in writing if we decide to do this and, unless you object in writing within ten (10) days of such notice, you shall be treated as consenting to such reconsignment. In those circumstances, any sale shall be conducted under the Conditions of Business in the relevant sale catalogue, save only that, as between you and us, these Conditions of Business shall continue to apply and shall prevail in the event of any conflict. Any proceeds of sale shall be remitted to you in the currency in which the auction is conducted and all local taxes shall apply.

#### AT THE SALE

**34 'Reserves':** Unless otherwise agreed in writing, each lot will be offered for sale subject to a reserve of seventy five per cent (75%) of the 'low pre-sale estimate' notified to the 'seller'.

No 'reserve' may exceed the lot's final 'low pre-sale estimate' announced or published by 'Sotheby's'. In the event of exchange rate fluctuations affecting a non-swiss franc 'reserve' and 'Sotheby's' being unable to agree a revised 'reserve' with the 'seller', the Swiss Franc 'reserve' shall be calculated at the closing exchange rate available on the business day immediately preceding the auction.

**'SOTHEBY'S' SHALL IN NO CIRCUMSTANCES BE LIABLE IF BIDS ARE NOT RECEIVED AT THE LEVEL OF THE 'RESERVE', BUT SHALL BE ENTITLED IN ITS DISCRETION TO SELL THE LOT BELOW THE 'RESERVE' AND PAY THE 'SELLER' THE SALE PROCEEDS WHICH THE 'SELLER' WOULD HAVE RECEIVED IF THE LOT HAD SOLD AT THE 'RESERVE'. IF A LOT FAILS TO SELL, THE AUCTIONEER WILL ANNOUNCE THAT THE LOT IS UNSOLD.**

**35 Bidding at the sale:** You may not bid for your own property. Although we shall be entitled to bid on your behalf up to the amount of the reserve, you shall not instruct or permit any other person to bid for the property on your behalf. If you should bid on your own behalf (or instruct someone else to do so), we may treat you as the successful bidder. In those circumstances, you shall not be entitled to the benefit of Conditions 3 and 34 above and you shall pay to us a sum representing the total of the 'seller's commission', the 'buyer's premium' and all 'expenses' which we have incurred in connection with the sale of the lot. We shall be entitled to exercise a lien over the lot until payment of that sum has been made by you in full.

#### AFTER THE SALE

**36 Payment to be made by you to us:** Following the sale, you will be liable to pay us the following sums:

- (i) the 'seller's commission'; and
- (ii) 'expenses'.

We shall be entitled to deduct each of these items from monies received from the 'buyer'. You authorise 'Sotheby's' to charge the 'buyer' and retain the 'buyer's premium'.

**37 Payment of net sale proceeds to the 'seller':** Unless we have been notified by the 'buyer' of his intention to rescind the sale on the basis that the lot is a counterfeit and provided that appropriate identification has been received by Sotheby's, we shall send to the 'seller' on the 35th day after the final day of the auction, the 'net sale proceeds' received from the 'buyer' in cleared funds, less any other amount you owe us or any 'Sotheby's affiliated company'. You should note that the 'net sale proceeds' payable to you are derived from the actual proceeds of sale received by us from the 'buyer'. Where the 'buyer' makes payment more than 30 days after the final day of the relevant sale, we shall send you the 'net sale proceeds' less any other amount you owe us or any 'Sotheby's affiliated company' within five (5) working days of receipt of cleared funds.

We reserve the right to release a lot to the 'buyer' before we receive the 'total amount due' for one lot. If we choose to do so, we shall remit to you the 'net sale proceeds' of the lot on the 35th day after the final day of the auction provided that appropriate identification has been received by Sotheby's.

**38 Rescission:** Where we are satisfied that the lot is a counterfeit, we shall rescind the sale and notify you of such rescission. We shall, in our absolute discretion, be entitled to dispense with the requirements of Condition 3 in determining whether or not a particular lot is a counterfeit. Within ten (10) days of receipt of the notice advising you of the rescission of sale, you will return to us any 'net sale proceeds' previously paid by us to you in connection with the lot and shall reimburse us for any 'expenses' incurred in connection with the rescinded sale. On receipt of such funds, we shall return the lot to you. We shall be entitled to the 'net sale proceeds' of the lot if, for reasons beyond our control, we cannot return the lot to you.

**39 Non-payment by the buyer:** We are under no obligation to enforce payment by any 'buyer' nor to undertake legal proceedings to recover such payment. You agree to inform us of any action which you choose to take against the 'buyer' to enforce payment of the amount due to you.

We have absolute discretion to take and enforce any of the remedies set out in Condition 23 above including the right to cancel the sale and return the property to you. On your request, we will inform you of any action being taken against the 'buyer' and shall give consideration to any views which you may express to us on the appropriate course of action to take to recover the amount due.

We shall be entitled to charge the 'buyer' interest for late payment in accordance with Condition 23(i) above and you authorise us to retain such interest for our own account.

If the 'buyer' fails to pay the 'total amount due' but we agree to remit to you an amount equal to the 'net sale proceeds', ownership of the relevant lot shall pass to us. For the avoidance of doubt, we shall have the benefit of all of your representations, warranties and indemnities set out in these Conditions of Business.

**40 Post-auction sales:** If any lot fails to sell at auction, we shall be entitled for a period of forty (40) days following the auction to sell the lot. Unless you agree to the contrary, any post-auction sale shall only be concluded for a price that will result in a payment to you of not less than the 'net sale proceeds' to which you would have been entitled had the lot been sold at the reserve price. If a post-auction sale is agreed, your obligations to us and the 'buyer' with respect to such lot are the same as if the lot had been sold at auction. Any reference in the Conditions of Business to the date of the auction shall be treated as being a reference to the date of the post-auction sale.

**41 Unsold lot:** We will send you a notice to the address given on the relevant property receipt form if any lot fails to sell at auction. If such lot has not been sold privately pursuant to Condition 40 above, you shall either reconsign the lot to us for re-sale or, alternatively, collect the lot from us. If you decide to collect the lot, we reserve the right to charge you a reduced commission amounting to fifty per cent (50%) of the 'seller's commission', plus 'expenses'. The 'seller's commission' shall in these circumstances be calculated as if the lot had sold at the reserve price. The rate of 'seller's commission' shall be the rate applicable at the date of the auction.

If you fail either to reconsign or collect the lot as set out above within sixty (60) days of the auction, we shall, in our sole discretion, be entitled to:

- (i) store the lot at an independent storage facility at your risk and expense; or
- (ii) re-offer the lot for sale at public auction with a reserve no less than fifty per cent (50%) of the original reserve.

In the event of such re-sale, we shall be entitled to deduct from the 'hammer price' the reduced commission in respect of the initial sale plus 'expenses' together with the 'seller's commission' on the re-sale plus 'expenses'. We reserve the right to charge you our reasonable legal and administrative costs incurred.

Any re-sale shall be conducted under the Conditions of Business printed in the sale catalogue of the relevant sale, save only that, as between you and us, these Conditions of Business shall continue to apply and shall prevail in the event of any conflict.

## D CONDITIONS CONCERNING BOTH BUYERS AND SELLERS

- 42 Governing law:** These Conditions of Business and any amendment to them shall be governed by and interpreted and construed in accordance with Swiss law.
- 43 Jurisdiction:**
- (i) 'Sotheby's' and all 'buyers' and 'sellers' (and any prospective 'buyers' or 'sellers') agree that the ordinary Courts of the canton of Geneva (Switzerland) are (subject to Condition 43(ii) below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of, or the legal relationships established by, these Conditions of Business or otherwise arising in connection with these Conditions of Business.
- (ii) The agreement contained in Condition 43(i) above is included for the benefit of 'Sotheby's'. Accordingly, notwithstanding the exclusive agreement in Condition 43(i) above, 'Sotheby's' shall retain the right to bring proceedings in any otherwise competent Court.
- 44 Service of process:** All 'buyers' 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 at the last address known to us or any other usual address, mail or in any other manner permitted by Swiss law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.
- 45 Photographs and illustrations:** You agree that we shall have the absolute right (on a non-exclusive basis) to photograph, illustrate or otherwise produce images of any lot consigned to us for sale. We shall retain copyright in all images created by us of any lot and shall have the right to use such images in whatever way we deem appropriate, both before and after the auction.
- 46 Value Added Tax (VAT):** Where these Conditions of Business refer to an obligation to make payment by 'buyer' or 'seller', the 'buyer' or 'seller' (as applicable) shall be liable to pay any VAT required by law or, if applicable, any amount in lieu of such VAT. Where the Conditions of Business give 'Sotheby's' a right to receive payment from 'buyer' or 'seller', such right shall include the right to receive any VAT due or, if applicable, any amount in lieu of VAT.
- 47 Copyright:** No representations or warranties are made by either the 'seller' or 'Sotheby's' as to whether any lot is subject to copyright, nor as to whether the 'buyer' acquires any copyright in any lot sold.
- 48 Export/import and embargoes:** No representations or warranties are made by 'Sotheby's' or the 'seller' as to whether any lot is subject to any export restrictions from Switzerland or any import restrictions of any other country. Similarly, we make no representations or warranties as to whether any embargoes exist in relation to particular lots.
- 49 Notices:** Any notice or other communication shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside Switzerland, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time and, if any written notice is sent by facsimile, it shall be deemed to have been received 24 hours after sending. Any notice sent to us shall be sent to 13 Quai du Mont-Blanc, 1201 Geneva. Any notice which we send to you may be sent to your last address known to us.
- 50 Severability:** In the event that any provisions of these Conditions of Business should be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.
- 51 Personal details:** If we so request, each of the 'buyer', the 'seller' and any bidder at auction agree to provide (in a form acceptable to us) written confirmation of their name, permanent address, proof of identity and creditworthiness.
- 52 Introductory commissions:** We reserve the right to pay out of our remuneration a fee to any third party introducing clients or property to us.

- 53 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, real estate services, client administration, marketing and otherwise to manage and operate its business, or as required by law.

Some gathering of information about Sotheby's clients will take place using technical means to identify their preferences and provide a higher quality of service to them, and Sotheby's may gather information about its clients through video images or through the use of monitoring devices used to record telephone conversations.

'Sotheby's' will seek clients' express consent before gathering any sensitive data, unless otherwise permitted by law. Bidders agree that Sotheby's may use any sensitive information that they supply to Sotheby's.

By agreeing to these Conditions of Business, Bidders agree to the processing of their personal information and also to the disclosure and transfer of such information to any Sotheby's Company and to third parties anywhere in the world for the above purposes, including to countries which may not offer equivalent protection of personal information to that offered in the Switzerland. Bidders can prevent the use of their personal information for marketing purposes at any time by notifying 'Sotheby's'.

## 54 Miscellaneous:

- (i) The headings and introduction to these Conditions of Business do not form part of the Conditions of Business, but are for your convenience only.
- (ii) No act, failure to act or partial act by 'Sotheby's' shall be deemed a waiver of any of its rights hereunder.
- (iii) The singular includes the plural and vice versa where the context requires.
- (iv) These Conditions of Business shall not be assignable by the 'buyer' or the 'seller' without the prior written agreement of 'Sotheby's'. However, these Conditions of Business shall be binding on any of your successors, assigns, trustees, executors, administrators and representatives.
- (v) Where terms have special meanings ascribed to them, a glossary may appear before the first lot in the relevant catalogue.

Photography  
Jasper Gough

Catalogue Designer  
Kalvinder Clare

Colour Editor  
Grant Deudney

Production Controller  
Robyn Erbe

Repro/Print  
SOT/PRHK

## INTERNATIONAL OFFICES



### UNITED KINGDOM AND IRELAND

#### London Bond Street

34-35 New Bond Street  
London W1A 2AA  
Telephone: 020 7293 5000  
Fax: 020 7293 5989  
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Sussex RH14 9AD  
Telephone: 01403 833500  
Fax: 01403 833699

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John Harvey  
18 Imperial Square  
Cheltenham  
Gloucestershire GL50 1QZ  
Telephone: 01242 510500  
Fax: 01242 250252

Thomas Lloyd  
Freestone Hall  
Cresselly, Kilgetty  
Pembrokeshire SA68 OSX  
Telephone/Fax: 01646 651493

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The Hon. Mrs. d'Erlanger  
Hensleigh Cottage  
Hensleigh, Tiverton  
Devon EX16 5NH  
Telephone: 01884 243 663  
Fax: 01884 258 692

Elizabeth Fortescue  
Lostwithiel, Cornwall  
Telephone/Fax: 01208 871133

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Angus Milner-Brown  
Cheviot House  
69-73 Castle Street  
Salisbury, Wiltshire SP1 3SP  
Telephone: 01722 330793  
Fax: 01722 330982

Charles Hignett  
Bath, Somerset  
Telephone: 01225 840101  
Fax: 01225 840696

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Chantal Cookson  
The Railway Station  
Green Road  
Newmarket  
Suffolk CB8 9TW  
Telephone: 01638 561426  
Fax: 01638 560094

The Lord Cranworth  
Woodbridge, Suffolk  
Telephone: 01473 735581  
Fax: 01473 738278

Sara Foster  
Fakenham, Norfolk  
Telephone: 01328 700032  
Fax: 01328 700155

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Mary Miller  
Towcester  
Northamptonshire  
Telephone: 01327 860020  
Fax: 01327 860612

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Mark Newstead  
Knypersley Hall  
Marchington Woodlands  
Nr Uttoxeter ST14 8RF  
Telephone: 01889 560074  
Fax: 01889 563828

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8-12 Montpellier Parade  
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North Yorkshire HG1 2TJ  
Telephone: 01423 501466  
Fax: 01423 520501

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Matthew Festing, OBE  
The Stable Office  
Meldon Village, Morpeth  
Northumberland NE61 3TW  
Telephone: 01670 775123  
Fax: 01670 775246

Henry Bowring  
Kirkby Lonsdale, Cumbria  
Telephone/Fax: 01524 276464

Judith Heelis  
Appleby, Cumbria  
Telephone/Fax: 01768 352806

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Clare d'Abo  
Telephone: 020 7293 5363  
Fax: 020 7293 5907

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Georgiana Bruce  
112 George Street  
Edinburgh EH2 4LH  
Telephone: 0131 226 7201  
Fax: 0131 226 6866

Anthony Weld Forester  
130 Douglas Street  
Glasgow G2 4HF  
Telephone: 0141 221 4817  
Fax: 0141 204 2502

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Anne Dillon  
16 Molesworth Street  
Dublin 2, Ireland  
Telephone: 353 1 671 1786  
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Co. Down BT22 2QA  
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Palais Wilczek  
Herrengasse 5, A-1010 Vienna  
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Monique Bréhier  
32 rue Jacques Jordaens  
1000 Brussels  
Telephone: 32 2 648 0080  
Fax: 32 2 648 0757

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Filip Marco  
Rytirska 8  
110 00 Praha 1  
Telephone/Fax: 42 02 24 23 72 98

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Nina Wedell-Wedellsborg  
Tina Hansen  
Vognmagergade 9  
1120 Copenhagen K  
Telephone: 45 33 13 55 56  
Fax: 45 33 93 01 19

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Bernhardinkatu 5  
00 130 Helsinki  
Telephone: 358 9 622 1558  
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Mendelssohnstrasse 66  
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Telephone: 49 89 291 31 51  
Fax: 49 89 299 271

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St. Aporn - Strasse 17-21  
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Telephone: 49 221 20 7170  
Fax: 49 221 257 4359

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Dr. Katharina Prinzessin zu  
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Tsedorfstrasse 22  
D-20148 Hamburg  
Telephone: 49 40 44 40 80  
Fax: 49 40 410 70 82



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Fax: 49 53 01 12 27

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Fax: 49 30 49 85 43 84

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Fax: 020 7293 5923  
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Fax: 39 0 2 29 518595

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Fax: 39 0 55 247 9563

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Fax: 39 0 6 679 6167

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Director  
Corso Galileo, Ferraris 18B  
10121 Turin  
Telephone: 39 0 11 544898  
Fax: 39 0 11 547675

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Please refer all enquiries to  
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in the Brussels Office  
Telephone: 32 2 648 0080  
Fax: 32 2 648 0757

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Est-Ouest  
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B.P. 45  
MC 98001 Monaco Cedex  
Telephone: 377 93 30 88 80  
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Managing Director  
De Boelelaan 30  
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Telephone: 31 20 550 22 00  
Fax: 31 20 550 22 22

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Ingeborg Astrup  
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Telephone: 47 22 1472 82  
Fax: 47 22 49 38 36

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Fax: 35 1 213 713 319

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Sofia Ström  
Arsenalsgatan 2,  
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Villa Thalatta  
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Telephone: 46 31 937 150  
Fax: 46 31 937 550

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Fax: 46 411 43982

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General Manager & Business Director

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Caroline Lang  
13 Quai du Mont Blanc  
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Telephone: 41 22 908 4800  
Fax: 41 22 908 4801

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Dr. Claudia Steinfels  
Gessnerallee 1  
CH - 8021 Zurich  
Telephone: 41 1 226 2200  
Fax: 41 1 226 2201

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Iris Fabbri †  
Riva Caccia 4a  
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Telephone: 41 91 993 3060  
Fax: 41 91 993 3061

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Fax: 27 21 794 6621

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Dynasty Business Centre  
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Shanghai 200040, PRC  
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Fax: 86 21 6249 7451

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Henry Howard-Sneyd  
Managing Director, Asia & Australasia  
Suites 3101-3106  
One Pacific Place  
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Hong Kong  
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Fax: 852 2810 6238

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Vivi Yip †  
Telephone: 62 21 571 7016  
Fax: 62 21 570 2014

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John Tancock  
Fuerte Kojimachi Bldg. 3F  
1-7 Kojimachi  
Chiyoda-ku, Tokyo 102  
Telephone: 81 3 3230 2755  
Fax: 81 3 3230 2754

**KOREA**

c/o Hong Kong Office  
Telephone: 852 2524 8121  
Fax: 852 2810 6238

**MALAYSIA**

Walter Cheah  
Managing Director  
25 Jalan Pudu Lama  
50200 Kuala Lumpur  
Telephone: 60 3 2070 0319  
Fax: 60 3 2070 6833

**PHILIPPINES**

c/o Hong Kong Office  
Telephone: 852 2524 8121  
Fax: 852 2810 6238

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Esther Seet  
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01- 01 The Regent Singapore  
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Fax: 65 6737 0295

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Fax: 886 2 2709 3949

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Wannida Saetieo  
Country Manager  
Sukhothai Hotel  
13/3 South Sathorn Rd  
Bangkok 10120  
Thailand  
Telephone: 662 286 0788  
& 662 286 0789  
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Fax: 61 3 9563 5067

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Woollahra  
New South Wales 2025  
Telephone: 61 2 9362 1000  
Fax: 61 2 9362 1100

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Adela Mackinlay de Casal  
Edificio Kavanagh  
San Martin 1068 PB  
C1004AAV - Capital Federal  
Argentina  
Telephone: 54 11 5032 8600  
Fax: 54 11 5032 3330

### BRAZIL

#### Rio de Janeiro

Katia Mindlin Leite Barbosa\*  
Caixa Postal 62619  
Rio de Janeiro  
RJ CEP 22250-970  
Telephone: 55 21 2553 1946  
Fax: 55 21 2553 4594  
Heloise Guinle\*  
Estrada da Gavea 611  
Bloco 1, Apt 2503  
São Conrado  
22610-000 Gavea  
Rio de Janeiro  
Telephone: 55 21 3322 4500  
Fax: 55 21 3322 6397

#### São Paulo

Pedro Corrêa do Lago\*  
Rua Dinamarca 92  
São Paulo, SP 01449-040, Brazil  
Telephone: 55 11 3063 5455  
Fax: 55 11 3082 6987

### CHILE

Cecilia Miquel\*  
Av. Presidente Riesco, 3641  
Dpto. 602, Las Condes  
Santiago, Chile  
Telephone: 562 231 8936  
Fax: 562 335 6459

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Ana Yturbe de Sepulveda  
Campos Eliseos 325-5 Polanco  
Mexico 11560 D.F.  
Telephone: 5255 5281 2100  
5255 5281 2200  
Fax: 5255 5280 7136

Luis C. Lopez Morton†  
Internet Consultant

Monte Athos 179  
Lomas Virreyes  
C.P. 11000  
Mexico, D.F.  
Telephone: 525 520 5005  
525 502 9936  
Fax: 525 540 3213

### Monterrey

Barbara Perusquia de Lobeira\*  
Via Triumphalis 127 PTE.  
Fuentes Del Valle  
Monterrey 66220, Nuevo Leon  
Telephone: 52 81 8675 7573 / 74  
Fax: 52 81 29 5081

### VENEZUELA

Diana Boccardo\*  
Edf. Torresamán,  
Piso 9, Ofc 91  
Avenida Romulo Gallegos con  
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Los Dos Caminos, Caracas 1062  
Telephone: 58 416 522 4091  
Fax: 58 212 237 3920

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Telephone: 410 252 4600  
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2800 Routh Street, Suite 140  
Dallas, Texas 75201  
Telephone: 214 871 1056  
Fax: 214 871 1057

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Geraldine Ordway  
2001 Kirby Drive, Suite 805  
Houston, Texas 77019  
Telephone: 713 524 0044  
Fax: 713 520 1602

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9665 Wilshire Blvd.  
Beverly Hills, California 90212  
Telephone: 310 274 0340  
Fax: 310 274 0899  
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Managing Director, West Coast  
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Douglas Entrance  
800 Douglas Road  
Suite 125  
Coral Gables, Florida 33134  
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Fax: 305 448 7168  
Axel Stein  
Director

### Minneapolis/St. Paul

Laura MacLennan\*  
5108 Newton Avenue South  
Minneapolis, Minnesota 55419  
Telephone: 612 308 2550

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Kathryn Wilmerding Heminway  
Bar 20 Ranch  
West Boulder Reserve  
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Telephone: 406 222 9399  
Fax: 406 222 0051

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William Cottingham  
Director  
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Rodney Armstrong\*  
671/2 Chestnut St.  
Boston, Massachusetts 02108  
Telephone: 617 367 6323  
Fax: 617 367 4888

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Barbara Cates\*  
Lee Copley Thaw†  
Telephone: 212 606 7000

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317 Peruvian Avenue  
Palm Beach, Florida 33480  
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Fax: 561 655 4583  
David G. Ober  
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Telephone: 610 649 2600  
Fax: 610 649 7995

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Jennifer Foley Biederbeck  
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Mrs. John N. Rosekrans†  
214 Grant Avenue, Suite 350  
San Francisco, California 94108  
Telephone: 415 772 9028  
Fax: 415 772 9031

### Santa Barbara

Carolyn Amory\*  
PO Box 5736  
Montecito, California 93150  
Telephone: 805 695 8344  
Fax: 805 969 6811

### CANADA

David P. Silcox  
President  
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Fax: 416 926 9179

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\* Associate of Sotheby's  
† International Representative  
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**SALE TITLE**

An Important Russian Imperial Jewel

**DATE**

17 November 2005

**SALE CODE**

"GRANDES" GE0506A

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		CHF
		CHF
		CHF
		CHF
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		CHF
		CHF
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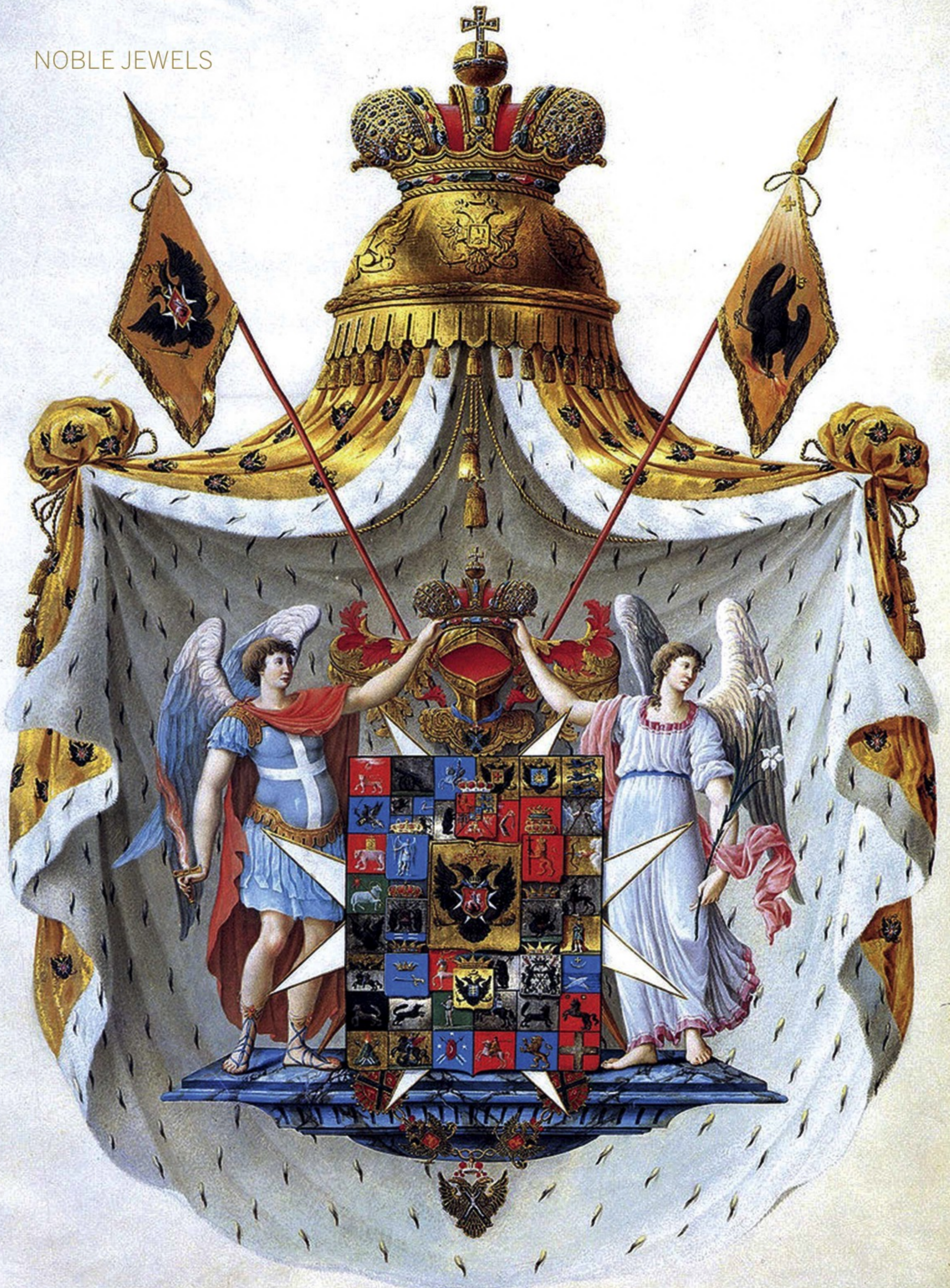


MAGNIFICENT  
JEWELS AND  
NOBLE JEWELS

GENEVA 16 NOVEMBER 2016



NOBLE JEWELS



# AN IMPERIAL JEWEL

## *Introduction to the Russian Crown Jewels*

Russia's Diamond Treasure is composed of the best portion of the State jewels and *Regalia*, formerly the property of the Tsars. Founded in 1719 by Peter the Great to distinguish the wealth of the Romanov Dynasty and known as the Diamond Fund, the Romanov Treasures ever since the 18<sup>th</sup> century, had been stored in the "Diamond Room" in the *Palais d'Hiver* in St Petersburg. Under the official denomination of "Regalia and Crown Jewels", the treasure was entrusted to the care of the appointed keeper and not a single article of the *Regalia* or Crown Jewels was ever allowed to be taken out of the "Diamond Room" without "a written sealed order and only in the presence of a trustee (or trustees) especially appointed by H.I.M."

Throughout the centuries, the Tsars accumulated a vast quantity of personal jewellery. Although Peter the Great (1672, 1689-1725) practised austerity, he did acquire many jewels for his consort Catherine I and his daughter Elizabeth (probably accounting for 20% of the total). Catherine II the Great (1729, 1762-1796), whose extravagance in dress and luxury reached standards experienced neither before or since, added the

largest number of jewels to the Imperial collection (40%). She lived at a time of very high standards of artistic work and she was able to obtain the services of highly skilled jewellers. About 25% were added by Alexander I and Nicholas I. The remaining 15% were added by the later Tsars.

At the outbreak of the First World War, a decision was taken to move the treasure to Moscow. Agathon Faberge, the Court Jeweller, was ordered to send the Crown jewels to Moscow under special escort. This was done under the supervision of Mr. Bentichev, Trustee of "H.I.M. Wardrobe Service". The removal of the strong boxes was carried out in such haste that not even an itemised list of the jewels was prepared on their leaving St Petersburg. In Moscow, the jewels were confiscated and stored in the Kremlin where they remained untouched, sealed in several cases, until after the war. Agathon Faberge was then persuaded to sit on a commission to value the *regalia* and Crown jewels. The job lasted from autumn 1921 to spring 1923; each item was photographed and the weight of each stone, wherever possible, was recorded. A catalogue



Ivan Argunov, *Portrait of Catherine II*, 1762 © State Russian Museum, St Petersburg

was finally published in 1925, under the general supervision of Prof A.E. Fersman, titled *Russia's Treasure of Diamonds and Precious Stones*. This work was published in Russian, French, English and German. It seems that it was the intention of the Soviet to sell the collection in order to raise much needed foreign currency to aid the fledging communist regime, but this decision was retracted and after a while the catalogue itself was withdrawn. The treasures of the Tsars were first exhibited to the public in 1925 in Moscow.

After the catalogue was compiled, a number of jewels were however sold to a syndicate of British and American buyers whose identity is not known. The jewels were brought to London and most of them were offered at auction at a sale of "The Russian State Jewels" held by Messrs Christie Manson & Wood on 16 March 1927. The collection of Russian jewels sold after the

publication of the catalogue to the Anglo-American syndicate included some important ornaments, but the intention of the Russian authorities seems to have been to retain, as part of the national heritage, those ornaments which were of historical importance or artistic merit. Dispersed to a number of buyers, some of these jewels have later resurfaced at public auction, notably:

The Nuptial Crown: sold by Sotheby's Parke Bernet in New York in 1966,

A collection of ten flower ornaments: assembled into a necklace by *A La Vieille Russie* in New York and sold by Sotheby's New York in April 1998,

A floral brooch: sold by Sotheby's London in December 2004,

A set of two floral brooches mounted as earrings: sold by Sotheby's London in May 2005,

The diamond ornament: sold by Sotheby's Geneva in November 2005 and reoffered in this auction.





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## AN IMPORTANT RUSSIAN IMPERIAL JEWEL

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PROPERTY OF A GENTLEMAN.  
FORMERLY IN THE COLLECTION OF THE IMPERIAL  
RUSSIAN FAMILY

**Historic and magnificent diamond jewel,  
Russia, second half of the 18<sup>th</sup> century and later**

Composed of an articulated band set with slightly graduated cushion-shaped diamonds, within a border of drop-shaped motifs similarly set; and a ribbon bow motif set with cushion-shaped diamonds in an open-work floral and foliate pattern, length approximately 355mm, numbered, band and bow later assembled with the addition of two extra links to the band, fitted case for the band and the bow in their original forms, one small diamond deficient.

**PROVENANCE**

The Imperial Russian Crown Jewels, The Diamond Fund, circa 1760 – 1917  
The Union of the Soviet Socialist Republics, 1917 – 1925  
Consortium of dealers, 1925 – 1927  
Messrs Christie, Manson & Woods, 1927  
S.J. Philips, 1927 - 1960s

Purchased from S.J Philips during the 1960s  
Private Collection, 1960s – 2005  
Purchased at Sotheby's Geneva in November 2005 by the present owner

**LITERATURE**

*Cf.*: The Commissariat of Finances of the Soviet Union, *Russia's Treasure of Diamonds and Precious Stones*, Moscow, 1925.  
*Cf.*: Messrs Christie, Manson & Woods, *The Russian State Jewels*, London, 1927.  
*Cf.*: Lord Twinning, *A History of the Crown Jewels of Europe*, London, 1960.  
*Cf.*: Olga Gorewa, Irina Polynina and alii, *Joyaux du Trésor de Russie*, Paris, 1990.  
*Cf.*: Prince Michael of Greece, *Jewels of the Tsars. The Romanovs and Imperial Russia*, London, 2006, pg. 90 for a reproduction of the jewel.  
*Cf.*: Stefano Papi, *The Jewels of the Romanovs, Family and Court*, London, 2010, pgs. 2-4 for illustrations of the jewel.  
*Cf.*: Daniela Mascetti and Amanda Triossi, *The Necklace from Antiquity to the Present*, London, 1997.

**CHF 2,950,000-4,920,000 US\$ 3,000,000-5,000,000**







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### *Imperial Splendour: Catherine II and her jewellery*

by Diana Scarisbrick

This diamond necklace with bow knot attachment is not only a remarkable jewel in itself, but its Russian royal provenance puts it in a class of its own. It evokes the blinding splendour of Catherine II, Empress of Russia: the magnificence of her court, her parks, her palaces, her art collections, and monuments. The most striking and colourful figure on the stage of European political life, for thirty four years she ruled a mighty empire which stretched from Siberia to Poland and left it stronger, larger and richer than when she came to the throne in 1762. After her death in 1796, her friend the Prince de Ligne, who had named her Catherine the Great, declared that this title - which has never been lost - resumed all her genius, courage, sense of justice, and force of character.

Using her court as a stage, she played the part of an autocratic but enlightened ruler to perfection, imposing in her public appearances, kind and charming in private. The French ambassador, the Comte de Ségur who noticed how "her majestic head and brow, proud look and dignified deportment made her seem taller than she was", was also impressed by her feminine grace "her aquiline nose, well-shaped mouth, Saxe blue eyes beneath dark lashes, gentle glance and seductive smile". In spite of her success, she once confided to the Prince de Ligne that she could have served Russia better if she had been born a man. Ever the courtier, he assured her that being a woman was a positive advantage. "Believe me, you are so much more impressive in your beautiful embroidered orange red velvet dolman or tunic than a man decked out in boots and shoulder sash can ever be. In addition the five huge diamonds blazing out from your hair are far more effective than a man's hat which is either ridiculously small or ridiculously big". He was right. Her diamond

jewellery proclaimed her power and her rank as Empress and appealed to the Russian taste for sumptuous goods. It impressed the Rev. William Coxe, visiting St Petersburg in 1778: "the glory and the splendour of the clothing of the court and abundance of precious stones leave the opulence of other European courts far behind" and his opinion was shared by the acute Madame de Stael who observed: "this people prefers magnificence to domestic tranquillity".

In 1764, recognising that grand jewellery was an integral part of the Russian court tradition she transformed the Imperial Bedchamber in the south east corner of the Winter Palace into the Brilliant Room described by the German visitor Johann Georgi: "Her room is like a priceless jewel case. The regalia is laid out on a table under a great crystal globe through which everything can be examined in detail... The walls of the room are lined with glass cabinets containing numerous pieces of jewellery set with diamonds and other precious stones as well as insignia and portraits of Her Imperial Majesty, snuff boxes, watches and chains drawing instruments, signet rings, bracelets, sword belts and other priceless treasures among which the Empress chooses presents for giving away".

Throughout her long reign the collection was continually increasing by purchase and by gifts, including diamonds, coloured stones, pearls, Chinese filigree and Indian Mughal ornaments. All new acquisitions, which were supervised by two men, Glazumov and Aduarov, were either brought in from abroad, or ordered from the colony of Russian and foreign jewellers and goldsmiths resident in St Petersburg. The four main suppliers to the Empress were Leopold Pfisterer, engaged by Prince Dimitri Michailovitch Golitsyn, Russian ambassador to Vienna in 1763, who signed a 6 year contract but remained in St Petersburg for



© The State Hermitage Museum – Photo by Vladimir Terebenin

Fyodor Rokotov, *Portrait of Catherine II*, The State Hermitage Museum, St Petersburg

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thirty-four more years, Jérémie Pauzié of Geneva and his compatriot Louis David Duval who, in 1789 with Jacob David Duval founded the firm Louis David Duval and Son.

Those jewels, such as this ornament which have survived from this display, demonstrate that during the second half of the eighteenth century the art of jewellery in Europe reached a summit of elegant design and execution never equalled since. Although those made in St Petersburg for a Russian clientèle are that much grander, with bigger stones and ordered in larger quantities than elsewhere, yet the standard of refinement was high enough to satisfy the most fashionable and exacting European taste. Commanding huge revenues and the mineral wealth of the Urals there was no limit to what Catherine II could afford, and in 1792 she decided to transfer her jewels for display in a new, more spacious Brilliant Room decorated in classical Russian style, hung with paintings by Antony van Dyck and with the celebrated Peacock clock of James Cox in the centre. But Catherine II did not concentrate all her interest in brilliant gem set jewellery to the exclusion of other types of craftsmanship. As she adored tobacco, under her patronage the goldsmiths of St Petersburg, Paris and Berlin perfected their skills of enamelling and chasing while producing innumerable exquisite snuff boxes for her pleasure. An inventory of 1789 lists the various items which add up to a collection of some of

the most exquisite jewels and *objets de vertu* created during the eighteenth century.

This jewel conjures up a picture of the Empress, escorted by six pet greyhounds choosing jewels for a state occasion in the Brilliant Room, then moving next door to her *chambre de toilette*. There a hairdresser might crown her piled up hair with a Russian style kokochnik tiara, aigrette, or jewelled pins, perhaps those designed as bow knots similar to that attached to this ornament, which are still in the Kremlin. Afterwards, dressed in her picturesque loose sleeved Muscovite style gown she would proceed to a reception, a gala dinner or court ball. Even in her final years, her stately appearance continued to fascinate, as the artist Elizabeth Vigée Lebrun describes "although not tall, with her erect head, eagle eye and countenance so used to command, all was so symbolic of majesty that she looked as if she were Queen of the World. She wore the ribbons of the three Orders over a dress of noble simplicity. It consisted of a red velvet dolman over a gold embroidered white muslin tunic with wide pleated sleeves, turned back in oriental fashion. Instead of ribbons, the most beautiful diamonds were scattered over the cap covering her white hair". Similarly a diamond ornament such as this, worn as part of a parure drawing all eyes towards her, would also have enhanced that incomparable aura which set the Empress Catherine apart from her subjects. With such a history the possession of a jewel of this quality and rarity would surely be the glory of any modern collection.



### *History of the Jewel*

The diamond band and the bow offered here are described as a “necklace” and a “brooch” and reproduced in Fersman’s *Russia’s Treasure of Diamonds and Precious Stones*, respectively as numbers 195 on plate XCV and number 128 on plate LXVI. This confirms that at the time of the 1922 inventory the diamond band and the bow were not joined together to form a necklace but were considered as two separate ornaments. The differences in manufacture techniques confirm this.

Fersman dates the bow to the second half of the 18<sup>th</sup> century but does not suggest a date for the necklace. In the picture published in the book, the necklace is shown as a band of twenty-five cushion-shaped diamonds, without the added diamond links at the end with which it is now offered.

Stylistically the bow for its design and close setting in silver is consistent with jewellery production of the 1760s, while the band, both in design and manufacture, suggests a very slightly later date, possibly around 1780. It is more likely that the band, in its original form, did not have the scroll terminals which appear in both Fersman and Messrs Christie, Manson and Wood catalogues, but simply consisted of a line of twenty-five diamonds terminating at each end with a silver loop. This would have been consistent with traditional design of 18<sup>th</sup> century necklaces which were fastened by means of a fabric ribbon threaded through the loop ends. However, the Roman numerals inscribed on

the side of the links seem to indicate that the present band is now shorter than it may have originally been in the 18<sup>th</sup> century. The band presents close similarities with details of a set of diamond dress ornaments kept in the Kremlin (Cf.: Olga Gorewa, *Joyaux du Trésor de Russie*, Paris, 1990, pg. 55). It is indeed possible that the jewel was also used in the 18<sup>th</sup> century as a dress ornament, a simple ribbon of diamonds directly stitched to the fabric material of a court dress as it was customary at the time.

The design of the diamond bow is very similar to that of a pair of ruby, spinel and diamond bows dated 1760s and attributed to Jérémie Pauzié, kept in the Kremlin (Cf.: Olga Gorewa, *Joyaux du Trésor de Russie*, Paris, 1990, pgs. 43 and 51; illustrated on the page 250). Although one must consider the possibility that the bow brooch might have been commissioned under the reign of Elisabeth Petrovna (1742-1761), whose court was the most brilliant of the time and surpassed in the display of wealth and luxury the court of Versailles, it is more likely that both jewels were commissioned by Catherine the Great whose extravagance in dress, jewels and luxury reached standards never reached before or after in Russia. During her reign (1762-1796), Catherine the Great is known for having added the largest number of jewels to the Imperial Collection (approximately 40%). She lived at a time of very high standards of artistic work and she was able



*Russia's Treasure of Diamonds and Precious Stones, plate LXVI, a copy of which is offered in this sale as lot 327.*



*Russia's Treasure of Diamonds and Precious Stones, plate XCV, a copy of which is offered in this sale as lot 327.*



## NOBLE JEWELS

to obtain services of highly skilled French and Swiss jewellers such as Pauzié and Duval.

The diamond band is described and illustrated as lot 71 in Messrs Christie, Manson & Woods 1927 catalogue of "The Russian State Jewels". Lord Twinings, in *A History of the Crown Jewels of Europe* (London, 1960), provides a "Summary of the Russian State Jewels" sold at auction in 1927. He states the band was purchased by the London jewellers S.J. Philips for £2,700. The bow

is not illustrated in the 1927 catalogue but the description of lot 59 fits the jewel: "a diamond knot-of-riband brooch, with cluster centre". This lot was bought also by S.J. Philips for £300.

The two jewels were probably sold together to a client in the 1960s; they remained then in the same family until 2005 when they were offered at auction at Sotheby's Geneva. We are thrilled to be able to reoffer these extraordinary pieces eleven years on.



Attributed to Jérémie Pauzié, Pair of ruby, spinel and diamond bows, 1760s, Kremlin, Moscow



## 18th Century Fashion and dress

18<sup>th</sup> century ladies' fashion was enlivened by extreme and varied eccentricities: skirts expanded side ways to impossible widths and towering hairstyles grew to preposterous heights. There was, however, one constant feature: the deep *décolleté* common to both formal and informal garments, making the necklace one of the most important forms of jewelled adornment. Contemporary portraiture shows them consistently worn in a high position to emphasise the length and elegance of the wearer's neck. The first distinct type of eighteenth century necklace consisted of an openwork band of varying width set with a variety of gemstones. This basic form could be enhanced by the addition of a central decorative motif in the shape of a ribbon bow or an elaborate combination of a ribbon bow together with tassels, a pear-shaped drop or an elaborate *girandole* pendant. These necklaces were worn either directly on the skin or applied on velvet ribbons or other fabric to match the dress of the wearer. In most cases, these necklaces were fastened at the back by ribbons.

The diamond band and the ribbon bow offered in this catalogue were probably combined to form a necklace towards the closing years of the 18<sup>th</sup> century when box-like clasps became fashionable.

It was probably around this time that they became associated with the accompanying shagreen crimson velvet lined case. The vogue of wearing necklaces decorated with prominent ribbon bow motifs at the centre had been popular throughout Europe and indeed in Russia since the 1760s, as shown in numerous contemporary portraits.

The diamond band consists of a line of twenty-five silver links, each set with a cushion-shaped diamond between courses of smaller stones. The links are not joined by connecting metal links but are threaded on silk. This practice, not uncommon for assembling jewelled necklace links of early date, is clearly detailed in several engravings published in 1663 by the French jeweller Gilles Legaré and remained fashionable until the end of the 18<sup>th</sup> century. It is also highly probable that the necklace was originally intended to be worn attached directly on to the garment or dress as was the custom during the 18<sup>th</sup> century, possibly suspending a series of garlands which may explain the purpose of the silver loops to the side of four links; the necklace may have been worn *en esclavage*.

François-Hubert Drouais, *Marie-Antoinette*, 1773, Victoria and Albert Museum. The Dauphine Marie-Antoinette is wearing a necklace with an *esclavage* motif.





François-Hubert Drouais, *Marie-Antoinette*, 1773  
© Victoria & Albert Museum, London.  
The Dauphine of France, Marie-Antoinette, is wearing  
a necklace with an *esclavage* motif.



Antoine Pesne, *Portrait of Luise Ulrike von Preussen* © bpk/Gemäldegalerie,  
Staatliche Museum zu Berlin/Jörg P. Anders

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