# **ANTIQUITIES** Wednesday 30 November 2016

# Bonhams

LONDON







# **ANTIQUITIES**

Wednesday 30 November 2016 at 10.30am New Bond Street, London

### VIEWING

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### ILLUSTRATIONS

Front cover: Lot 169 Back cover: Lot 172 Inside front cover: Lot 70 Inside back cover: Lot 69 Opposite: Lot 74

### IMPORTANT INFORMATION

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Similar restrictions may apply to other lots.

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It is the buyers responsibility to satisfy themselves that the lot being purchased may be imported into the country of destination.

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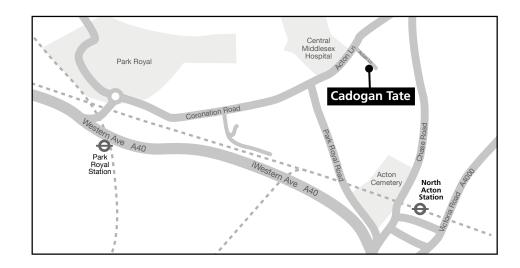
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# SALE INFORMATION



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Friday 23 December 2016 9am 1pm Monday 26 December to Tuesday 27 December 2016 CLOSED

### BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked **TP** will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP from 9.00am Thursday 1 December 2016.

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Sold **TP** lots will be available for collection from Cadogan Tate from 12pm Friday 2 December 2016 and then every working day between 9am and 4.30pm on production of photographic identification and written authorisation for third-party collections.

To arrange a collection time please send a booking email to collections@cadogantate.com or telephone call to +44 (0)800 988 6100 will be required to ensure lots are ready at time of collection.

All other sold lots will remain in the Collections room at Bonhams New Bond Street for a period of not less than 14 calendar days from the sale date, Lots not collected by 5.30pm Tuesday 14 December 2016 will be removed to the warehouse of Cadogan Tate & will be available for collection from 12pm Thursday 16 December 2016 and then every working day between 9am and 4.30pm on production of photographic identification and and written authorisation for thirdparty collections.

Wednesday 28 December to Thursday 29 December 2016 9am to 4.30pm Friday 30 December 2016 9am to 1pm Monday 2 January 2017 **CLOSED** Tuesday 3 January 2017 Office reopens for 2017

### STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

### Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 30 November 2016.

# Charges will apply from 9am Tuesday 14 December 2016.

Pictures and small objects: £2.85 per day + VAT Furniture, large pictures and large objects: £5.70 per day+ VAT (Note: Charges apply every day including weekends and Public Holidays)

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After the first 14 calendar days following the sale, the following handling charges apply per Lot: Pictures and small objects: £21.00+ VAT Furniture, large pictures £42.00+ VAT

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Extended Liability cover to the value of the Hammer Price will be charged at 0.6% but capped at the total value of all other charges.

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Will be applied at the current rate on all above charges

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(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit or debit card.

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cash, cheque with banker's card, credit or debit card.

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**† VAT** 20% on hammer price and buyer's premium

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### Provenance

For further information on the provenance of each lot please contact the department.

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### PROPERTY FROM THE COLLECTION OF JAMES CHESTERMAN (10 APRIL 1926 - 30 JULY 2014)

James Chesterman was primarily a publisher with a deep interest in the arts but as a very young man he served as a naval officer on a destroyer during World War II. On being discharged in 1946 he embarked on a journey around Europe on a motorbike. Upon his return he joined Phaidon Fine Art publishers in Neuchatel, Switzerland where he started his training as a publisher. From there James returned to England joining Faber & Faber and subsequently Rupert Hart-Davies.

His interest in antiquities started in the mid-1960s, his first acquisition was a little Sicilian Archaic head dating to the 5th century B.C., purchased for 37s 6d in the Portobello Road. James had a particular interest in terracotta's, finding them to be a charming reflection of a now lost world, he regarded their diminutive size as an extension of childhood when miniature toys excited him. His collection, which included sculptures of animals and children's toys reflected this. James also enjoyed them as good sculptures in their own right often portraying aspects of ancient Greek and Roman life. He did much to promote interest in terracotta sculptures, often mass produced in antiguity.



Part of the James Chesterman Collection at the Fitzwilliam Museum

Demonstrating a true collector's spirit, James wished to share the private joy his collection had given him over the years by exhibiting his entire collection of 120 terracotta's in eight cities both in the UK and Germany between 1978 & 1979, entitled 'Greek Gods and Goddesses in Miniature'. A small catalogue was published and lectures were given by James. Over the years James published articles, both on his collection and on the subject of collecting. Some of his collection had previously been exhibited at Birmingham in the City Museum and Art Gallery in 1968. Then in 1974 he published a book aimed at educating collectors entitled 'Classical Terracotta Figures', in which he says; 'I do not think one should just lock one's possessions up in cabinets and gloat over them in privacy; they should sally forth into the world and be shared with others. So this book is also a labour of duty and will, I hope, allow my collection of terracotta's to be enjoyed by a greater number of people than just myself and friends who are given the Greek tour of my cabinets."

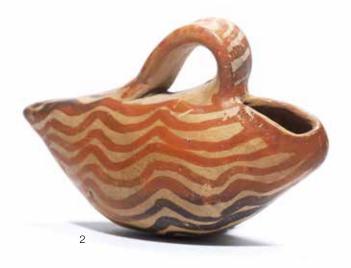
This collection was acquired by the Fitzwilliam Museum Cambridge in 1979, a museum he loved in a city he loved.

James continued to collect antiquities in the years that followed and broadened his collecting interest beyond those of terracotta's, acquiring bronzes, glass, pottery and early stone implements. He took great care to note where and when he purchased his antiquities and kept an inventory and in most cases, a collector's note card. Many of the original purchase invoices and dealer catalogue details have been retained. James did his very best to behave in a responsible way, trying to keep all this information together before the digital age.

His collection, part of which we are selling today, was largely displayed in cabinets and James spent hours handling the objects, researching them, occasionally adding to or selling those that didn't quite fit in with the collection and more often than not, simply enjoying having this ancient world in miniature around him.

James enjoyed the idea of his collection being catalogued and presented to a wider audience. He remained immensely proud that his first collection found a permanent home in the Fitzwilliam Museum but would have been more than happy to know that his second collection would eventually be enjoyed by new enthusiasts of antiquity.





### A MYCENAEAN PIRIFORM POTTERY STORAGE JAR CIRCA 1350-1300 B.C.

The buff coloured body decorated with umber banding, the broad shoulder with vertical parallel strokes in opposing directions between the looped storage handles, with short neck and down-turned lip, the body tapering to a narrow base, *13cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired on the Paris art market in June 1979. Mikas Collection, Paris.

### 2

1

### A MYCENAEAN POTTERY ASKOS CIRCA 1500-1400 B.C.

In the form of a wine skin with the handle angled towards the mouth, the decoration fired tan to umber on a buff ground with bands of horizontal waves, *10.1cm long* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, *Antiquities 127*, no.38, acquired in July 1983.



### 3 A CYPRIOT POTTERY HEMISPHERICAL BOWL EARLY BRONZE AGE, CIRCA 2200-2000 B.C.

Red burnished with a black top, a single pierced lug on the side with incised geometric decoration on the exterior, 15cm diam, 8.4cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Charles Ede Ltd, London, acquired in August 1988.

### 4

### A LARGE CYPRIOT TERRACOTTA PLANK FIGURE EARLY CYPRIOT III - MIDDLE CYPRIOT I, CIRCA 2000-1800 B.C.

With rectangular head, the shoulders set at right angles to the base of the neck, vestigial pierced ears and nose, the surface incised with dotted decoration around the nose and for the hands, *29cm high* 

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,300

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired from C.J. Martin (Coins) Ltd in April 1999.







### 5 A RARE CYPRIOT POTTERY DISH EARLY BRONZE AGE, CIRCA 2000-1800 B.C.

The exterior of the bowl modelled to resemble basket-work, a planklike lug handle on one side of the rim resembling the head of an animal, the opposite side of the rim with a channelled spout, *30.9cm diam* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, acquired in July 1985.

### 6

### A CYPRIOT POTTERY ZOOMORPHIC ASKOS MIDDLE BRONZE AGE, CIRCA 1900-1800 B.C.

The body of ovoid form with a conical neck and cut-away spout, the handle joining the back of the rim to the body, set on two legs each divided into two points acting as feet, *18cm long* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With C.J. Martin Ltd, acquired in April 1990.



### 7 A CYPRIOT RED POLISHED WARE LIDDED PYXIS EARLY BRONZE AGE, CIRCA 2100-1850 B.C.

Of ovoid form with incised decoration infilled with white, consisting of horizontal bands of triangles, the oval lid with rectangular knop, *27cm long* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Charles Ede Ltd, London, acquired in December 1984.

### 8

### A CYPRIOT POTTERY GOURD IN THE FORM OF A HORN EARLY BRONZE AGE, CIRCA 2000-1850 B.C.

The hollow vessel curved and tapering towards the aperture, a small pierced lug at the lip for suspension, the surface decorated with engraved chevrons and bands, white infill remains, *13cm long* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With C.J. Martin Ltd, acquired in February 1991.







A CYPRIOT POTTERY LIDDED VESSEL EARLY BRONZE AGE, CIRCA 2100-1850 B.C.

The lid with rectangular knop, the ovoid body incised with a pattern of concentric semi-circles with leafy sprays at each end, with white infill, 15cm long

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

10

9

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, Cypriot Pottery IX, no.8, acquired in October 1983.

## A CYPRIOT TERRACOTTA PLANK FIGURE

### MIDDLE CYPRIOT I, CIRCA 1900-1800 B.C.

The elongated head with engraved facial features, the narrow shoulders set a right angles to the neck and incised details on the body, 18.3cm high

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Christie's, London, 12 December 1989, lot 191.



11 (base detail)



11

### A GREEK POTTERY 'BIRD' BOWL LATE GEOMETRIC, CIRCA 7TH CENTURY B.C.

With herringbone handles, the exterior decorated in umber on a buff background with two bands of tongues, the underside of the base decorated with four rays alternating with triangles containing cross-hatching, *28cm diam* 

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Sotheby's London, 10 December 1984, lot 21.

### 12

### TWO MYCENAEAN POTTERY STIRRUP VESSELS CIRCA 1400-1300 B.C.

The larger example decorated in reddish slip over a buff ground with encircling bands, *10cm high*; the smaller example fired pale cream with decoration in umber, including fine horizontal encircling bands, flowerheads at the shoulder, *6.3cm high* (2)

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

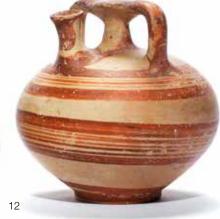
### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

Both with Charles Ede Ltd, London.

The larger example, acquired in April 1989; St Louis Museum USA. The smaller example, *Antiquities 133*, no.20, acquired in November 1984.







# A VILLANOVAN BLACK BURNISHED POTTERY JUG CIRCA 900-800 B.C.

Of elegant form, the squat body with tall conical neck, pinched in spout and arched handle joining the rim to the lower body, the surface engraved with dotted decoration within triangles, the lower body incised with three frolicking horses and a walking sphinx, *28cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, acquired in December 1984.

Accompanied by a set of x-rays.

### 14 AN ETRUSCAN TERRACOTTA ANTEFIX CIRCA 6TH CENTURY B.C.

Modelled in thick terracotta with polychrome paint in red and black on the eyes and lips, 15cm high

£2,000 - 2,500 €2,200 - 2,800 US\$2,500 - 3,100

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With À la Reine Margot, Paris, acquired in December 1986.





# AN ETRUSCAN BRONZE FIGURE OF HERAKLES CIRCA 4TH CENTURY B.C.

The naked god shown wearing the lion skin over his head and left arm with finely chased detail, the paws bound across his chest, his right arm raised to hold the now missing club, *11cm*,

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired in Paris in March 1984.

### 16

### AN ETRUSCAN TERRACOTTA MALE HEAD CIRCA 4TH CENTURY B.C.

With elongated facial features, slightly smiling mouth and prominent elliptical eyes, the face framed by a row of thick curls, the back of the hair combed forward, *13cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Hadji Baba Ancient Art, acquired in November 1990.

Accompanied by a Thermoluminescence Certificate from The Research Laboratory for Archaeology, Oxford, 5 December 1990.





17 A SUBSTANTIAL CORINTHIAN TERRACOTTA STATUETTE OF A HORSE AND RIDER **CIRCA 6TH CENTURY B.C.** 

Modelled with the rider sitting towards the front of the horse, 19cm high; 19cm long

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Charles Ede Ltd, London, acquired in August 1988. Accompanied by a Thermoluminescence Certificate from The Research Laboratory for Archaeology, Oxford, 4 October 1988.

### 18

### AN ETRUSCO-CORINTHIAN FLASK MODELLED AS A MONKEY EARLY 6TH CENTURY B.C.

Shown seated on its haunches one foot crossed over the other, clasping a bowl to his knees, the buff coloured surface decorated in dots with umber slip, the aperture at the top of the head, 9.2cm high

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Charles Ede Ltd, London, acquired in August 1996. Virzi Collection, Switzerland.





### A GREEK TERRACOTTA FEMALE FIGURE CIRCA 4TH CENTURY B.C.

Show seated with a small dog leaping onto her lap, her feet emerging from the folds of the hollow slightly flaring skirt, her full hair framing her delicate facial features, *12cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

With Charles Ede Ltd, London, acquired in May 1986. Dr H. Fawcett Collection.

20

### 20

### A GREEK TERRACOTTA FEMALE FIGURE BOEOTIA, CIRCA 6TH CENTURY B.C.

Wearing a chiton and himation, her right hand raised to her breast, 20cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Phillips, London, *Tribal Art and Antiquities*, 04 December 2000, lot 34.





### 21 A GREEK TERRACOTTA RELIEF OF ODYSSEUS MELOS, CIRCA 5TH CENTURY B.C.

Wearing a chlamys across his shoulder, over a short chiton revealing his bare thighs with well-defined musculature, the figure leaning forward and holding a purse, the later head shown wearing a traveller's hat or petasos *12.2cm high* 

### £1,500 - 2,000 €1,700 - 2,200

US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

Acquired in Paris in September 1985. H. Hoffmann Collection.

### Published:

Oxford Journal of Archaeology, Vol.6, No.3, November 1987. Hotel Drouot, Antiquites Objets egyptiens, vases peints, terres cuites, verrerie, bronzes, bijoux, scupitures en marbre, no.129, 15 May 1899, where Guillaume Frœhner described it as having been found in the Piraeus. Melian reliefs were produced on the island of Melos for a short period in the middle of the 5th Century B.C. Professor Brian Shefton (1920-2012) had seen and published this fragmentary relief in an antiquities shop in Paris in 1955, after which it disappeared only to be re-discovered by Chesterman in 1985. It was he who discovered the similarity to the man in the well-known relief of Odysseus and Penelope in the collections of the Louvre, Paris.

Another relief of Odysseus was held in the collections at the British Museum. In 1986 both the Chesterman and British Museum examples were thermoluminescence tested confirming the Chesterman example to be original, though the thermoluminescence test suggests a modern date for the head, while the example in the British Museum was shown as being modern.

The Chesterman relief derived from the original Louvre mould and was re-worked to lengthen the chiton and the openwork gaps filled in. The British Museum example was taken from a mould of the Chesterman relief which includes the wavy line where the neck joins the shoulder. That copy was restored from just above the knee which corresponds with the break in the genuine Chesterman relief. In the article cited above, Chesterman argues the partner of Penelope for this Odysseus is in the Staatliche Museen zu Berlin. It was the late Brian Shefton who made the link.



### A GREEK TERRACOTTA FIGURE OF DIONYSUS CIRCA 4TH-3RD CENTURY B.C.

His himation draped loosely around him and secured by a brooch at his right shoulder, wearing a foliate wreath, leaning against a herm surmounted by a head, standing with his weight on his left leg, his right leg relaxed, *17.5cm high* 

### £1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Johnny Mankowitz, London, acquired in May 1986.

### 23 TEN HELLENISTIC POTTERY HEADS CIRCA 4TH-3RD CENTURY B.C.

Mainly of ladies of fashion, their hair variously dressed and elaborately coiffured, others tied in top knots or drawn back beneath into the melon hairstyle, some with strands of hair falling on the shoulders, one of Isis-Fortuna, another of Eros, some reddish slip remaining on four of the heads, *4cm - 8cm high* (10)

£3,000 - 4,000 €3,400 - 4,500 US\$3,700 - 4,900

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired in 1995 from Dr Ford, Balsham, Cambridgeshire, UK, formerly in his grandfather's collection, circa 1890.





# A LARGE GREEK TERRACOTTA FEMALE FIGURE TANAGRA, CIRCA 4TH-3RD CENTURY B.C.

Wearing a chiton belted beneath the bust, gazing down towards her left her hair dressed in the melon hairstyle, her left hand held within the drapery, her right arm resting on the folds of her himation, *29.2cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired in Paris in December 1988. Mikas Collection, Paris.

### 25

# A GREEK TERRACOTTA BUST OF A WOMAN BOEOTIA, CIRCA 400-350 B.C.

Her hair neatly framing her face, covered at each side with a cloth, probably representing a saccos, with traces of white slip remaining, *13cm high*,

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, *Greek and Roman Terracotta Sculpture* VI, no.19, acquired in January 1981.



# A LARGE GREEK TERRACOTTA PROTOME OF A GODDESS CIRCA 5TH CENTURY B.C.

Shown wearing the chiton, her hands held to her breasts, her hair held in place beneath a stephane, 35cm high, traces of white slip remaining

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired from Peter Sloane, London in October 1986. Epstein Collection.

### 27

### A GREEK TERRACOTTA HERM MYRINA, CIRCA 2ND CENTURY B.C.

Modelled in the form of a rectangular pillar surmounted by the bust of a young man wearing a wreath, his cloak draped across his shoulders with folds looped across his chest, with prominent genitalia, the whole set on an integral reel-shaped base above a square support, 23cm high, mounted

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Charles Ede Ltd, London, *Greek and Terracotta Sculpture* VII, no.12, acquired in January 1984.







# A ROMAN TERRACOTTA COMEDY ACTOR'S MASK CIRCA 2ND-1ST CENTURY B.C.

The mouth agape and eyes pierced, the face framed by hair piled high in tight ringlets, 23.5cm high

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With C.J. Martin (Coins) Ltd, London, acquired July 1990.

### 29 TWO GREEK TERRACOTTA VOTIVE FRUITS SOUTH ITALY, CIRCA 3RD CENTURY B.C.

The hollow body moulded into segments, one representing a pomegranate, the other possibly a quince or an apple, with much white slip remaining, *both 5cm high* (2)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

The pomegranate acquired from Sotheby's, London, 8 December 1980, lot 308.

The apple/quince acquired from Galerie Samarcande, Paris in March 1984.



# SIX SMALL CLASSICAL TERRACOTTA MALE HEADS CIRCA 5TH-4TH CENTURY B.C.

Including a coroplast's archetype of a small bearded male head; another bearded male with a frowning forehead; an Etruscan bearded male head; a fourth head of a bearded male, probably Silenus with angled fan-shaped beard; another head of a bearded male grotesque mask and another of an actor's mask, *4cm - 7.6cm high* (6)

### £1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

The first head acquired from Charles Ede Ltd, London, *Greek and Roman Terracotta Sculpture*, VII, no.37, October 1985.

Three other heads with Charles Ede Ltd, London, acquired between 1984 and 1989. The Etruscan head with Nicolas Koutoulakis, Paris, acquired in December 1983. The grotesque head mask acquired on the London trade in July 1980.

### 31

# TWO HELLENISTIC GOLD FACE MASK ATTACHMENTS CIRCA 2ND-1ST CENTURY B.C.

Both repoussé decorated to show centrally parted hair framing the face, piercings around the edge for attachment, *3cm high* (2)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000.

With Gudea Gallery, Paris, acquired in February 1994. French private collection.







### 32 TWO GREEK POTTERY HEAD FLASKS CANOSA, SOUTH ITALY, CIRCA 4TH CENTURY B.C.

The base of each vessel moulded in the form of a woman's head with full hair framing the face, much white slip remaining, one with cylindrical neck, trefoil lip and high arched handle, 22cm high, the other with a cylindrical flaring neck and looped handle, 17cm (2)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, acquired in June 1986.

VILLI CHARES EDE LIO, LORDON, ACQUIEU ILI JURE

### 33

### A GREEK GILDED TERRACOTTA APPLIQUE OF A GRIFFIN TARENTINE, CIRCA 4TH CENTURY B.C.

Shown leaping with its tail curled into a loop then falling across the thigh, the feathers of the wing splayed upwards then backwards, resting on the tail, *6.6cm high*, *11.3cm long* 

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Munzen und Medaillen A.G., Basel, Switzerland, 21 March 1984, no.38.



33





# A ROMAN BONE FRAGMENT WITH A SATYR CIRCA 1ST-2ND CENTURY A.D.

Carved in relief with the satyr seated on rocks, leaning against his staff and holding a small bowl in his left hand, 6.4cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired in Paris in June 1984.

### 35

### A ROMAN BONE FIGURE OF FORTUNA CIRCA 1ST-2ND CENTURY A.D.

Wearing the chiton, her himation draped loosely around her, her hair dressed beneath a stephane, locks falling to her shoulders, holding a cornucopia aloft in her right hand, *11cm high* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Bonhams London, 25 April 1995, lot 88.

### 36 A ROMAN BONE FEMALE STATUETTE CIRCA 1ST-2ND CENTURY A.D.

Of slender form, her naked body shown standing on a plinth, drapery around her right leg, her hair neatly dressed beneath a stephane, her articulated arms now missing, *13.5cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Orient-Occident, Paris, acquired in September 1985.





### 37 A ROMAN AMBER GLASS STIRRING ROD CIRCA 1ST-2ND CENTURY A.D.

The twisted body turned back on itself at the top to form a ring handle, slightly splayed at the base, 19.4cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, Roman Glass X, no.46, acquired in May 1985.

### 38

### A ROMAN PALE TURQUOISE HEXAGONAL **GLASS JUG CIRCA 2ND CENTURY A.D.**

With tall cylindrical neck and ribbed strap handle, 17.8cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. With Charles Ede Ltd, London, Roman Glass IX, no.21, acquired in September 1983.

### 39

### A PHOENICIAN OR CARTHAGINIAN GLASS HEAD PENDANT CIRCA 4TH-3RD CENTURY B.C.

With opaque white face, cobalt blue glass conical hair and ribbed beard, black pupils on white ground for the eyes with yellow lips and ears and yellow and white earrings, 3.5cm high

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired in the UK in July 2000.



### TWO NEOLITHIC FLAKED FLINT IMPLEMENTS DENMARK, CIRCA 2000 B.C.

Including a crescent-shaped sickle in dark brown, *15.6cm with an old collection label printed with the numbers '285'* and a grey flint fishtail dagger, *19.3cm long* (2)

41

### £1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Dr Ford collection, Balsham, Cambridgeshire

### 41 A NEOLITHIC FINELY POLISHED JADEITE AXE SCOTLAND, CIRCA 2000 B.C.

Of tapering form with crescentic cutting edge, 16.6cm long

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

James Chesterman Collection (1926-2014), formed in the UK in the 1970s-2000. Acquired at Christie's, London, 8 July 1981, lot 20. R. Murray Collection, Scotland.

Found by the MacGregor family on the south shore of the Loch of Skene, west of Aberdeen in the late 1950s.

Accompanied by two letters of correspondence between the young James MacGregor and the Glasgow Museums & Art Galleries, dated 1967 and two further letters of correspondence between Mr R Murray and the Glasgow Museums & Art Galleries dated 1969 & 1971.





### **OTHER PROPERTIES**

### 42

# A GREEK BRONZE ENSEMBLE OF OPENWORK PENDANTS GEOMETRIC PERIOD, CIRCA 9TH-7TH CENTURY B.C.

Eighteen pendants each with pierced biconical section and hollow tubular shaft; another similar pendant with incised cross-hatched decoration and two larger more globular examples, *4cm-6cm high* (21)

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

### Provenance:

European private collection. German private collection, acquired in the 1990s.

### Literature:

These pendants may have been part of a horse harness. For similar examples, cf. J. Bouzek, *Graeco-Macedonian Bronzes*, Praha, 1974, p. 87, fig. 26, 5-12, 50; and I. Kilian Dirlmaier, *Madeln der fruehhelladischen bis archaischen Zeit, von Peloponnes*, *Praehistorische Bronzefunde*, Muenchen, 1979, 13.8, t. 29.

### 43

### AN ITALIC BRONZE FIGURE OF HERAKLES CIRCA 6TH CENTURY B.C.

Standing with club poised to strike, the lion pelt slung over his left arm, 11.3cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

European private collection. German private collection, acquired in the 1990s.

### 44 SIX BRONZE FIBULAE CIRCA 9TH-5TH CENTURY B.C.

Including an Italic fibula with incised linear decoration; three Villanovan fibulae; an early Italian fibula with glass bead decoration; and a Phrygian bow fibula, *4.5cm-15cm long* (6)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

### Provenance:

European private collection. Italic fibula with Pino Donati, Lugano, in the 1970s. Others: Richard Hattatt Collection, UK, 1970s-1980s.

### Published:

R. Hattatt, *Brooches of Antiquity*, 1987, p. 336-337, fig 110, no. 1349 (large Villanovan serpentine fibula); no. 1352 (Villanovan 'horned' fibula); no. 1351 (small Villanovan serpentine fibula).
R. Hattatt, *Ancient Romano British Brooches*, 1982, p.196-197, fig.85, no.207 (Phrygian fibula); p.188-189, fig.79, no.192 (fibula with glass beads).

### 45\*

### AN ETRUSCAN BRONZE FIGURE OF HERAKLES CIRCA 4TH-3RD CENTURY B.C.

Striding forward with the left leg advanced, both fists clenched to hold weapons now missing, wearing a lion skin with the lion's forepaws knotted around his neck, *10.7cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

American private collection, Philadelphia, acquired in 1992. Sotheby's London, 9-10 July 1992, lot 484. With Mathias Komor (d.1984), New York.





### 46<sup>TP</sup> A GREEK BRONZE HYDRIA CIRCA MID-5TH CENTURY B.C.

The ovoid body with broad shoulders and a slightly concave neck, flaring to the everted rim with an overhanging band of ovolo, the flaring stepped base with a band of tongues, the twin fluted horizontal handles each with circular attachment plates decorated with radiating tongues, a siren at the base of the fluted vertical handle, her wings spread, a palmette with tendrils below, *47cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

### Provenance:

UK private collection, London, acquired in 1999. Joseph Weller (1872-1926) Collection, Essen, Germany.

### Literature:

This type of vessel has its origins in the simpler terracotta jars used to carry water and is also known as a 'kalpis'. They have been found in temples and public buildings recorded as prizes for athletic games, however from the 5th Century B.C., they also had a funerary function. It has also been suggested that 'costly bronze hydriai were perhaps given to brides': D. G. Mitten and S. F. Doeringer, *Master Bronzes from the Classical World*, Mainz, 1967, pp. 108-109, no. 108 for a similar example in the Fogg Art Museum, Cambridge, Massachusetts.



### 47\*

### A GREEK BRONZE ILLYRIAN HELMET CIRCA 6TH-5TH CENTURY B.C.

The domed helmet with two raised parallel ridges, each with a smaller ridge at the outer edge, with a central frontal tang and loop at the back for the attachment of a crest, two raised ridges on the forehead, with everted flange at the back and pointed cheekpieces perforated at the front tip, edged with a border of bronze rivets, *27cm high* 

### £18,000 - 22,000 €20,000 - 25,000 US\$22,000 - 27,000

### Provenance:

American private collection, New York, acquired in 2011 at ArtAncient, London. Wolfram Schmidt Collection, Germany, acquired in the 1970s.



### PROPERTY FROM THE COLLECTION OF EUGENE CHESROW

48\*

# A LARGE ETRUSCAN POLYCHROME TERRACOTTA HEAD OF ACHELOOS

### CIRCA LATE 6TH - EARLY 5TH CENTURY B.C.

Probably an architectural decoration, depicted with almond-shaped eyes, his long moustache above full lips, flowing over the grooved beard, a short horn projecting from the right side of its head above the ear, the face framed with a row of curls, hollowed at the back, *23cm high* 

£12,000 - 15,000 €13,000 - 17,000 US\$15,000 - 18,000

### Provenance:

Property from the collection of Eugene Chesrow, Chicago, 1970s-90s. With Bruce McAlpine, London, December 1985. Accompanied by copies of purchase documents.

### Literature:

The size indicates that this may have been a temple decoration. There is a related example in the British Museum inv. no. 1893,0628.1; also a number of exempla can be found in the Museo Nazionale Etrusco di Villa Giulia.



49\*

### AN ETRUSCAN POLYCHROME TERRACOTTA ANTEFIX CIRCA LATE 6TH - EARLY 5TH CENTURY B.C.

In the form of a female head with her hair centrally-parted, scalloped waves at the forehead, the large eyes, curving brows and full red lips added in paint, wearing concave rosette earrings and a black and red bead necklace, hollowed at the back, *18.5cm high* 

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

### Provenance:

Property from the collection of Eugene Chesrow, Chicago, 1970s-90s. Sotheby's New York, 14 December 1993, lot 57. With Bud Holland, Chicago, 1978. Accompanied by a copy of the invoice.

### Literature:

Such antefixes or tile ends would have been set into the eaves of an Etruscan building, probably a temple. Cf. E. Macnamara, *The Etruscans*, p. 32-3, fig. 34.



### **OTHER PROPERTIES**

### 50\*

### A LARGE GREEK RED-FIGURE BELL KRATER CUMAE, CAMPANIA, CIRCA 4TH CENTURY B.C.

Enlivened with white slip, depicting on side (a) four draped women with a seated male figure, possibly Dionysus; on side (b) three heavily draped male figures wearing garlands around their heads, *46cm high* 

£3,000 - 4,000 €3,400 - 4,500 US\$3,700 - 4,900

### Provenance:

American private collection, Saratoga Springs, New York, acquired in the 1980s from an Italian family who had moved to New York some decades ago.

### Literature:

It has been suggested that the krater may be attributed to the Painter of New York GR 1000, although it is also closely connected with the subsequent Nicholson and Washington Painters. Cf. A.D. Trendall, *The Red-Figured Vases of Lucania, Campania and Sicily*, London, 1967, p.483-6, pl.187.

### 51 A SMALL ATTIC RED-FIGURE LEKYTHOS CIRCA 5TH CENTURY B.C.

Showing a draped female figure walking to the right and looking backwards, with her arm outstretched, rays at the shoulder in black figure, *12cm high* 

£1,200 - 1,800 €1,300 - 2,000 US\$1,500 - 2,200

### Provenance:

With Petit Musée, Montreal, 1998.



# $52^{\text{TP}}$

# TWO ETRUSCAN IMPASTO WARE STORAGE JARS CIRCA 8TH-7TH CENTURY B.C.

Each of ovoid form with flaring rim, the body decorated in applied relief with a grid forming a chequerboard pattern, the uppermost row with a collar of triangles, traces of white slip remain, *40cm high* (2)

£8,000 - 12,000 €8,900 - 13,000 US\$9,800 - 15,000

#### Provenance:

Belgian private collection van de Aa, acquired in the 1960s.

#### Literature:

A comparable pair of ollae decorated with triangles in alternate white and red come from the Tomb of the Bronze Chariot in Vulci, now at the Museo Villa Giulia, Rome, inv. 84837/84838. Dated to the Orientalising period, around 680-670 B.C., it is thought to be the tomb of an Etruscan prince due to the presence of the small bronze chariot and for the high quality of the funerary equipment. Cf. A.M. Moretti Sgarbini, 'Tomb of the Bronze Chariot', in M. Torelli, (ed.), *The Etruscans*, London, 2000, pp. 568-570, nos. 36, 37.





#### 53 THREE GREEK BRONZE ANIMAL FEET CIRCA 4TH CENTURY B.C.

Each curled paw resting on a sphere, probably from a bronze vessel or candelabrum, *7.5cm high;* **A ROMAN BRONZE LADLE** with a dog's head terminal and the handle decorated with an incised scrolling vine motif, circa 1st–2nd Century A.D., *28.5cm high;* **AND AN ETRUSCAN BRONZE OINOCHOE HANDLE** with an attachment plate in the form of a theatre mask, the top of the handle surmounted by a female head with melon coiffure, circa 3rd Century B.C., *14cm high* (5)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

European private collection, acquired in the 1980s-1990.

#### 54

#### A ROMAN TINNED BRONZE MIRROR CIRCA 1ST CENTURY A.D.

The mirror with incised concentric decoration with radiate border, with baluster-shaped handle, 27cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

#### Provenance:

European private collection, acquired in the 1990s.

#### Literature:

There is a similar example with a shaped edged rim with concentric decoration in the Römisch Germanische Museum. There is an example with an identical shaped handle in the Antikenmuseum Berlin, inv. no. 7646, *Antikenmuseum Berlin, Die Ausgestellten Werke*, 1988, p. 266, no. 24.



### 55\*

### A GREEK MINIATURE BRONZE VOTIVE HELMET CIRCA LATE 6TH - EARLY 5TH CENTURY B.C.

Of Corinthian type, the crown surmounted with a couchant sphinx, ram heads decorating the cheekpieces in relief, *4.9cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

#### Provenance:

Swiss private collection, Geneva, since the 1950-1960s.

#### Literature:

Such helmets have been found as votive offerings in sanctuaries from the 7th Century B.C. onwards. For further discussion, see A.M. Snodgrass, *Arms and Armor of the Greeks*, Ithaca, 1967.

#### 56

#### AN ETRUSCAN BRONZE TREFOIL OINOCHOE CIRCA 4TH-3RD CENTURY B.C.

The bulbous body tapering to a flat base, the ridged handle with an Achelous mask attachment plate, *16.5cm high* 

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

European private collection, acquired in the 1980s.





(handle detail)



#### A GREEK RED-FIGURE HYDRIA CAMPANIA, GROUP OF THE LIBATION PAINTER (AVII), CIRCA 350 B.C.

Decorated with two figural friezes, the body with a seated man offering a fruit to a draped woman, behind him is another draped woman holding a fan and patera, a large profile female head wearing a saccos beneath each handle, the shoulder with a frieze showing a seated man and woman conversing, a draped woman to the left throwing a ball in the air, 39.8cm high

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

#### Provenance:

Irish private collection, acquired in 2005. Adams, Dublin, *Sale on the Instruction of The Earl and Countess of Meath*, 17 May 2005, lot 189.

Collection of the Earls of Meath, Kilruddery, Co. Wicklow, Ireland. Thought to have been acquired by the 11th Earl of Meath, whilst on Grand Tour in Turkey, Greece, Italy and Egypt, circa 1830.

#### Literature:

There is a large group of Campanian red-figure vase-painters originally identified by Beazley and called the 'AV Group'. Trendall divided the AV Group into three major subgroups each named after its principal artist. AVII is called the Libation Group in reference to the Libation Painter.

It has been suggested that this hydria may be by the Olcott Painter. For a similar hydria in Sydney also thought to be the work of the Olcott Painter, cf. A.D. Trendall, *The Red-Figured Vases of Lucania, Campania, and Sicily*, 3rd supplement, Oxford, 1983, p. 201, no. 340a (Sydney 71.01).



#### A GREEK RED-FIGURE BELL KRATER CAMPANIA, ATTRIBUTED TO THE PAINTER OF NAPLES 2074, CIRCA 390-370 B.C.

Decorated on side (a) with three Bacchic revellers, the leading figure of a youth bearing an amphora on his shoulder, a central dancing nude youth, wearing only a loosely draped himation, holding a kylix and tympanum followed by a young woman playing the pipes, side (b) with two young women, one seated on a rock facing a standing figure, with meander baseline, *33cm high* 

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

#### Provenance:

Irish private collection, acquired in 2005. Adams, Dublin, *Sale on the Instruction of The Earl and Countess of Meath*, 17 May 2005, lot 188. Collection of the Earls of Meath, Kilruddery, Co. Wicklow, Ireland.

Thought to have been acquired by the 11th Earl of Meath, whilst on Grand Tour in Turkey, Greece, Italy and Egypt, circa 1830.

### Literature:

It has been suggested that the bell-krater is very early Campanian and by the Painter of Naples 2074. Cf. A.D. Trendall, *The Red-Figured Vases of Lucania, Campania and Sicily*, Oxford, 1967, pp.204-207, pl.81; also A.D. Trendall, *The Red-Figured Vases of Lucania, Campania, and Sicily*, 3rd supplement, Oxford, 1983, pp.100-102. The floral under the handle can be paralleled on a bell-krater in Naples, no. 508, (Suppl. 3, no. 70a).





#### 59 A PAIR OF ETRUSCO-CORINTHIAN TERRACOTTA THYMIATERIA **CIRCA 6TH CENTURY B.C.**

Each with concentric bands of decoration in red and umber, 12cm and 11.5cm high; AND A MEGARIAN POTTERY BOWL of hemispherical form with a band of raised meander beneath the rim, with scroll and floral decoration, circa 2nd Century B.C., 13cm diam, 7.5cm high (3)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

European private collection. Thymiateria: Jean-Philippe Mariaud de Serres Collection, Paris, 1990s. Megarian: Swiss private collection, acquired circa 1965.

#### Literature:

For similar thymiateria, cf. K. Welck and R. Stupperich, Italien vor den Römern, aus der Antikensammlung des Reiss-Museums Mannheim, Seite 95, Abb. 23.

#### 60

### A GREEK TERRACOTTA FIGURE OF A WOMAN **CIRCA 7TH CENTURY B.C.**

Daedalic style, the standing figure with Archaic features, wearing a low polos, 18.6cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

#### Provenance:

European private collection. With Nina Borowski, France, acquired in the 1990s.



#### 61\*

# AN ETRUSCAN TERRACOTTA VOTIVE HEAD OF A YOUNG MAN CIRCA 4TH-2ND CENTURY B.C.

The hollow head with short wavy hair and youthful features, with full lips and pronounced lidded eyes, *21cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

Swiss private collection, acquired in Egypt in the 19th Century by Ernest Cramer, (1840-1925), Egyptologist and Architect, thence by descent.

The ink label on the reverse of the head inscribed: 'Tête trouvée en Egypte. Achetée chez Tano ant 2e au Caire au 1890.'

#### 62

#### A GREEK TERRACOTTA FIGURE OF A HORSE SOUTH ITALY, CIRCA 3RD CENTURY B.C.

Of hollow form, with some white slip and red pigment remaining, depicted with raised mane and applied medallion ornament, *13cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

#### Provenance:

European private collection, formed 1980s - 1990s.

### Literature:

Cf. G. Pugliese Carratelli, *The Western Greeks*, Palazzo Grassi, Venice, 1996, p. 740, 340 I-III.

S. Mollard-Besques, *Catalogue raisonné des figurines et reliefs en Terre-Cuite,* Musée National du Louvres, Paris, 1954-1986, Vol. II, pl. 77, no. 3774.





#### 63 A GREEK MARBLE FIGURE OF HYGIEIA HELLENISTIC, CIRCA 2ND CENTURY B.C.

The goddess standing wearing a draped himation over her chiton, the snake attribute resting on her right hand which grasps her drapery, with traces of pink pigment, *27.5cm high* 

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance:

European private collection. With Nina Borowski, France, 1980s – 1990s. Accompanied by cataloguing notes from Nina Borowski, rue de la Corraterie, Geneva.

#### Literature:

Hygieia was the daughter of Asklepios, the god of medicine. Her cult is known in Athens from the 5th Century BC onwards. Her name is the origin of our modern word hygiene (Greek: ὑγίεια). For a similarly sized and draped figure, cf. Vatican Museum, Rome, Inv. no. 17123.



# $64^{\text{TP}}$

#### A GREEK MARBLE HEAD OF AN ATHLETE HELLENISTIC, CIRCA MID-4TH CENTURY B.C.

Life-size, the head inclined slightly towards his left, the soft features with well-defined lidded eyes, with small dimples at the corners of the mouth, the hair arranged in a mass of curls over the forehead becoming larger and looser towards the crown and the back of the head, the neck curving towards his left, *30.5cm high* 

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance:

European private collection, acquired in 2010. With Donati Arte Classica, Lugano, Switzerland, 2010. Collection of Prof. Dr. Ernst Berger (1928–2006), the former director of the Antikenmuseum Basel, acquired in the 1960s. Accompanied by a copy of an inventory made by Prof. Berger.

#### Literature:

The chiselled hair seen on this head is similar to that found on monumental statues of around 350 B.C. attributed to early work of Lysippos. For a similar head dating to the 4th Century B.C. in Boston, cf. M Comstock and C. Vermeule, *Sculpture in Stone, the Greek, Roman and Etruscan Collections of the Museum of Fine Arts, Boston,* Boston, 1976, p. 44 fig. 62. The Boston head has been compared to the head of the Lysippic Agelaos at Delphi, circa 335 B.C. Cf. C. Vermeule, *Hommages à Marcel Renard, III, Collection Latomus,* vol.103, Brussels, 1969, p.650, pl.237.

#### 65 A GREEK MARBLE HEAD OF HERMES HELLENISTIC, CIRCA 3RD-1ST CENTURY B.C.

The youthful deity with traces of his winged attributes emerging from his curling hair, the features with large almond-shaped eyes and full lips slightly parted, *22cm high* 

£40,000 - 60,000 €45,000 - 67,000 U\$\$49,000 - 74,000

### Provenance:

Spanish private collection acquired in 1999. With Bernard Blondell, 1999. Sotheby's, London, 10 December 1996, lot 143. French private collection, before 1996.

#### Literature:

This head belongs to the type known as 'Hermes Diskophoros', after the original 5th Century Greek Diskophoros by Polykleitos. For futher discussion of this type of representation of Hermes, see M. Marvin, 'Roman Sculptural Reproductions or Polykleitos: the Sequel' in A. Hughes (ed.), *Sculpture and its Reproductions*, London, 1997, pp.7-28.

There is a similar depiction of Hermes with winged attributes rising from the top of his head, found in Pergamon, now in the Istanbul Archaeological Museum, Inv. No. 2162. Cf. H. Hepding, *Die Arbeiten zu Pergamon 1908-1909*, AM 35, 1910, 499 Pl. 24, 1: http://arachne.uni-koeln.de/item/objekt/148267. There is another 'Diskophoros' example of Antonine date in Berlin, Antikensammlung, Staatliche Museen zu Berlin, inv. no. Sk 1833: D. Kreikenbom, *Bildwerke nach Polyklet*, Berlin, 1990, p. 155, no I 45, fig. 65 f. For a related Greek example in Copenhagen, Ny Carlsberg Glyptothek. Inv. no. 2422, cf. F. Poulsen, *Catalogue of Ancient Sculpture in the Ny Carlsberg Glyptothek*, Copenhagen, 1951, no. 274 a: http://arachne.uni-koeln. de/item/objekt/9007



#### 66 A ROMAN MARBLE HEAD OF APOLLO CIRCA 1ST-2ND CENTURY A.D.

The youthful god depicted slightly under-lifesize, with idealised finelycarved features, his head slightly turned to his left, the lips parted, the small almond-shaped eyes with the inner canthi articulated, his wavy hair centrally-parted with deep drilling, rolled back over the ears and tied in a chignon at the nape of the neck, with thick tresses gathered up over the crown of his head and fastened in a top-knot, *26cm high* 

#### £30,000 - 50,000 €33,000 - 56,000 US\$37,000 - 61,000

#### Literature:

Dutch private collection, acquired in the 1960s-70s, thence by descent.

### Literature:

This head is related to the Apollo Belvedere type, the type is thought to be after a now lost bronze original of circa 350-325 B.C. by the Greek sculptor Leochares. There is a similar head of Apollo with a top-knot and slightly parted lips in the British Museum, cf. A. H. Smith, *A Catalogue of Sculpture in the Department of Greek and Roman Antiquities, British Museum*, Vol. III, London, 1904, no.1552. Also the Giustiniani head of Apollo, now in the British Museum which has very deeply drilled hair, (inv. no. 1865,0103.10), cf. op. cit., no. 1547.





#### PROPERTY FROM THE COLLECTION OF EUGENE CHESROW

67\*

### A ROMAN MARBLE MASK OF A WOMAN CIRCA 1ST CENTURY A.D.

Possibly Ariadne or a Maenad, the face finely-carved with a straight nose, the lips open and the eyes drilled through, the left ear preserved with tendrils of hair over the top of the ear and at the cheek, the chin resting on an integral stepped angular plinth, the face hollowed out at the back, *18cm high* 

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

#### Provenance:

Property from the collection of Eugene Chesrow, Chicago, 1970s-90s. With Thomas Howard-Sneyd, London, 30 October 1986. Accompanied by a copy of the invoice.

#### Literature:

Similar theatre masks on short plinths can be seen on oscilla, for example one in Rome in the Musei Capitolini, Centrale Montemartini, Inv. no. 2129. There is also a head of a goddess in Turin carved in mask-form with an open mouth and hollowed out at the back: http:// arachne.uni-koeln.de/item/objekt/52859.

The closest stylistic parallels appear to be masks from the theatrical frieze from the Propylon of the Sebasteion, Aphrodisias. See. J. Jory, 'The Masks on the Propylon of the Sebasteion at Aphrodisias,' in P. Easterling and E. Hall, *Greek and Roman Actors. Aspects of an Ancient Profession*, Cambridge, 2002, pp.238–253.





#### **OTHER PROPERTIES**

#### $68^{TP}$

#### A ROMAN MARBLE TORSO OF A MAN CIRCA 1ST-2ND CENTURY A.D.

The athletic figure depicted nude resting in contrapposto with his weight on his left leg, the musculature well defined with modelled pectorals and abdomen, *59cm high* 

£30,000 - 50,000 €33,000 - 56,000 US\$37,000 - 61,000

#### Provenance:

Dutch private collection, acquired in the 1960s-70s, thence by descent.

#### Literature:

The stance and build of the torso is reminiscent of the stocky athletic sculptures of the late 5th Century Greek artist, Polykleitos. The highly stylised musculature of this torso is however unusual and indicates that it may depict a young Herakles. For further discussion of the types, see W.G. Moon, *Polykleitos, the Doryphoros, and Tradition*, Wisconsin, 1995.

There is a similar example of the Doryphoros in Rome in the Musei Vaticani, Galleria Chiaramonti, Inv. no. 1773: D. Kreikenbom, *Bildwerke nach Polyklet*, Berlin, 1990, 166, no. III, pl. 138; Also Musei Vaticani, Museo Gregoriano Profano. Inv. no. 38555: cf. Vorster, *Römische Skulpturen des späten Hellenismus und der Kaiserzeit*, MAR XXII, 1993, p.38 ff., no. 10.



 $69^{TP}$ 

# A ROMAN MARBLE TORSO OF APHRODITE ANADYOMENE CIRCA 1ST CENTURY A.D.

The nude goddess standing in contrapposto, with a softly curvaceous torso, her left shoulder slightly raised, her waist curving inwards on the right, with her weight resting on the right side, *50cm high* 

£40,000 - 60,000 €45,000 - 67,000 US\$49,000 - 74,000

#### Provenance:

Spanish private collection acquired in 1999. Christie's, London, *The Lucas Collection*, 27 May 1999, lot 179.

#### Literature:

This depiction of Aphrodite has its origins with the Aphrodite of Knidos by Praxiteles. For a similar form in a fairly complete example in the Glyptothek, Munich, cf. M. Bieber, *The Sculpture of the Hellenistic Age* New York, 1955, fig. 29.







71

# $70^{\text{TP}}$

#### A ROMAN MARBLE CINERARIUM WITH LID CIRCA 1ST-2ND CENTURY A.D.

The rectangular base decorated on three sides with ram's heads at the corners holding fruit laden swags and ribbons, the main face with a central Medusa mask and a recessed tabula beneath inscribed in Latin text 'Syntyche to his dearest wife Stertinia', with a fragment of lid showing a pair of doves facing a basket of fruits, possibly not belonging,  $52 \times 31.5 \times 32cm$ ; *lid*  $35 \times 26 \times 4cm$ 

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

#### Provenance:

English private collection, acquired at auction in Kent in the 1960s.

#### Literature:

It has been suggested that the tabula was purposefully left partially blank to host the husband's name. A similar case is the double cinerary urn now in the Museo Nazionale Romano, Rome, inv. 297204, where only the left tabula is inscribed to Iulia Prisca from her husband, while the right one is left uninscribed. Cf. F. Sinn *Stadtrömische Marmorurnen*, Mainz am Rhein, 1987, p. 183, no. 382.

#### $71^{\text{TP}}$

#### A ROMAN MARBLE CINERARIUM WITH LID CIRCA 1ST-2ND CENTURY A.D.

The central tabula inscribed in Latin text reading on two lines 'Furia the freedwoman of Decimus Mararia', above a pair of griffins flanking a central cauldron, four alighted torches at the corners, the sides with stylised foliage, the pedimented lid with central imago cliepeata, flanked by stylised dolphins,  $48.5 \times 32 \times 31.5$ cm; lid  $35 \times 25.5 \times 10$ cm

£6,000 - 8,000 €6,700 - 8,900 US\$7,400 - 9,800

#### Provenance:

English private collection, acquired at auction in Kent in the 1960s.



#### 72<sup>TP</sup> A ROMAN MARBLE CINERARIUM WITH LID CIRCA 1ST CENTURY A.D.

The tall cinerarium with central tabula inscribed in Latin text, 'Quintus Gellius Crestus for his dearest freedwoman Aphia Gellia who lived 19 years', flanked on both sides by ram's heads holding beneath a fruit laden swag with a Medusa head above, below two mirrored eagles with spread wings holding ribbons in their beaks with a putto riding a dolphin in the middle, the lid in the form of a pedimental roof, the centre with a low relief of an eagle with spread wings and head in profile, a snake to the left, rosettes in the corners,  $53 \times 33.5 \times 27cm$ ; *lid* 29 × 29.5 × 8.5cm

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance:

English private collection, acquired at auction in Kent, in the 1960s. William, Second Earl of Lonsdale (d. 1868) Collection, Lowther Castle, Penrith, Cumbria, England.

#### Published:

*ClL*, vol. VI, G. Henzen, I. De Rossi, E. Bormann, C. Huelsen, M. Bang, *Inscriptiones urbis Romae Latinae*, Berlin, 1886, no. 18958. A. Michaelis, *Ancient Marbles in Great Britain*, Cambridge, 1882, p. 497, n. 60. Michaelis describes it as 'one from Fould's sales in Paris (Q. *Gellius Chrestus*, &c.)'.

# A RARE ROMANO-BRITISH LEAD 'PIG'



#### 73<sup>TP</sup> A ROMAN LEAD 'PIG' OR INGOT BRITAIN, ANTONINE PERIOD, A.D. 164-1

BRITAIN, ANTONINE PERIOD, A.D. 164-169 Of trapezoidal form, a raised inscription along the top surface reading on two lines, IMP DVOR AVG ANTONINI ET VERI ARMENICORVM, referring to the co-emperors Marcus Aurelius and Lucius Verus, 52.16cm x 9.67cm x 4.203cm, weight approximately 19.3kg

£40,000 - 60,000 €45,000 - 67,000 US\$49,000 - 74,000

#### Provenance:

Find spot: Westbury-sub-Mendip area, Somerset. PAS Database number: SOM-23F798



#### Literature:

The inscription names Marcus Aurelius and Lucius Verus who ruled as co-emperors between A.D. 161 and 169. The word 'Armeniaci' refers to the triumphal title they received for the Roman-Parthian war. In A.D. 163 the Armenian capital Artaxata was captured and at the end of the year, Verus took the title Armeniacus; Marcus Aurelius declined to accept the title until the following year. This allows the ingot to be dated quite specifically to A.D. 164-169.

Only four other ingots bearing the same inscriptions have been recorded, all reported as being found in Somerset, within 18 miles of Charterhouse in Mendip suggesting that this was their point of manufacture. One was recorded in about 1530 by the antiquarian John Leland (R.G. Collingwood and R.P. Wright, *The Roman Inscriptions of Britain (RIB)*, Oxford, 1965, II, 2404, 20) as being from near Wells. A

second example was recorded by the antiquarian William Stukely in his *Intererarium Curiosaum*, 1753, p.143, as having been found whilst digging a post hole near Bruton in Somerset. Both of these ingots are now lost, leaving this example as the only full and intact known ingot of this type surviving.

Two fragments, probably from two separate ingots, were found in Town Field, Charterhouse around 1874 and are currently on display in the Museum of Somerset. Both fragments bear traces of the same moulded lettering as this example, however, both fragments are notably thinner.

For other examples of metal ingots, cf. T.W. Potter, *Roman Britain*, London, 1983, p.50, figs. 55, 57.



#### A ROMAN MARBLE FIGURE OF SILENUS CIRCA 2ND CENTURY A.D.

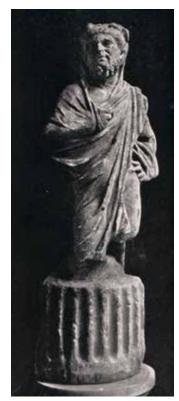
The bearded follower of Bacchus, standing with a drape covering his head and wrapped around his shoulders and torso, he stands with his left hand resting on his hip, with his weight on his right leg, *55cm high* 

£30,000 - 50,000 €33,000 - 56,000 US\$37,000 - 61,000

#### Provenance:

Spanish private collection acquired in 2001 from Rafaello Amati, Antiguus, London.

The Clemente Collection, *Catalogo della Collezione de Clemente*, Palazzo Ricasoli Firidolfi, Galleria Ciardiello, Florence, 29-30 April and 1-3 May, 1935, lot 125, illustrated, PI XXII. Accompanied by a copy of the catalogue entry.



Clemente Collection Catalogue, 1935, plate XXII





# CIRCA 2ND CENTURY A.D.

The curling hair arranged in a central quiff, wearing a wreath of ivy leaves and berries, the face with recessed eyes, the smiling parted lips framed by a curling drilled moustache, flat backed, *12.5cm high* 

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

Provenance:

UK collection of Mr and Mrs David Mallinson, since 1950, a gift from Mrs Mallinson's father.

76

### A HELLENISTIC MARBLE FIGURE OF PRIAPUS CIRCA 3RD-2ND CENTURY B.C.

The right arm bent to hold the himation wrapped around his shoulders, raised at the front to reveal his phallus, 8cm high

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

Provenance: Sotheby's, New York, 08 June 1994, lot 407.





# A ROMAN MARBLE HEAD OF ODYSSEUS CIRCA 2ND CENTURY A.D.

The hero depicted turning slightly to his right, with a thick beard and wavy hair drilled throughout, wearing his distinctive pilos helmet, his lips slightly open revealing his teeth, the back partially carved, possibly from a sarcophagus, *17cm high* 

#### £5,000 - 8,000 €5,600 - 8,900 US\$6,100 - 9,800

#### Provenance:

UK private collection, acquired on 04 December 1985. Accompanied by a copy of the invoice. With Faustus Fine Art Ltd., London, 1985.

#### Literature:

For a related head, cf. M. Moltesen, *Catalogue Imperial Rome II. Ny Carlsberg Glyptotek*, 1995, p.264 f. Cat. no. 84. One of the most commonly depicted scenes from Homer's *The Odyssey* is Odysseus blinding the giant Polyphemus; there is a similar depiction on a sarcophagus fragment in the Museo Archeologico Nazionale di Napoli (Inv. no. 6580).

#### 78

# A SMALL ROMAN MARBLE HEAD OF MITHRAS

# CIRCA 2ND CENTURY A.D.

The god wearing a Phrygian cap, with traces of red pigment, 6.3cm high

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.



77



 $79^{\text{TP}}$ 

# A ROMAN MARBLE TORSO OF A CENTAUR OR TRITON CIRCA 2ND CENTURY A.D.

The rugged face framed by shoulder length thick wavy hair falling in two loose curls on the forehead, the almond shaped eyes set in deep sockets, with a full curling beard, the well-defined muscular torso twisted slightly to his right, *61cm high* 

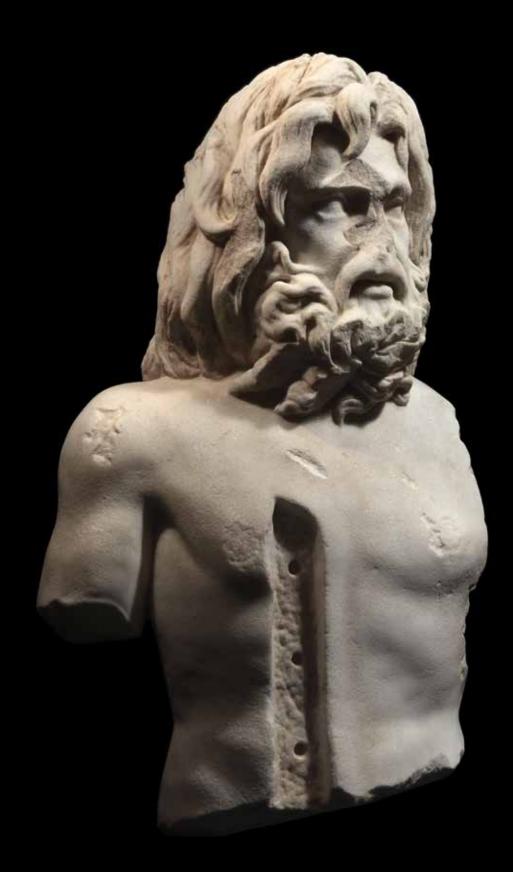
#### £30,000 - 50,000 €33,000 - 56,000 US\$37,000 - 61,000

#### Provenance:

Spanish private collection, Madrid, formed circa 1930, thence by descent.

#### Literature:

This sculpture is probably part of a group of either a centaur with Eros riding on his back, or a triton in a marine scene. Both subjects demonstrate wild hair and nude torsos and their horse-formed lower halves would explain the truncated lower torso on this example. For a related example of a centaur now in the Musée du Louvre (Ma 562), after a Hellenistic Greek original of the 2nd Century B.C., cf. M. Bieber, *The Sculpture of the Hellenistic Age*, New York, 1955, fig. 583.





#### 80\* A ROMAN MARBLE RELIEF FRAGMENT CIRCA 2ND-3RD CENTURY A.D.

Depicting a man, probably a satyr or Bacchic figure with long curly hair and beard, body turned to the back and head facing to his right, holding a lyre which is hung by a strap across his back, another draped figure to his left, 25.5cm x 26cm

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

The Charlton Heston (4 October 1923 - 5 April 2008) Collection, Los Angeles, California, acquired in the late 1950s or early 1960s. With Franklin Gallery, Beverley Hills. Joseph Brummer (1883-1947) Collection, New York.

#### 81\*

#### A ROMAN BRONZE FIGURE OF ZEUS CIRCA 2ND CENTURY A.D.

Depicted with wavy hair dressed with a wreath and with full curling beard, the nude deity holding a thunderbolt in his right hand, a chlamys falling in folds from the left shoulder and arm, raised to hold a sceptre, now missing, 11cm high

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

Canadian private collection, acquired in 2001. With Sasson Gallery, Jerusalem, before 2000. Accompanied by a copy of the 2001 invoice from Sasson Gallery.





# 82 A ROMAN POLYCHROME PAINTED FRESCO FRAGMENT CIRCA 1ST CENTURY A.D.

Depicting a crimson and ochre shield, the central boss a medusa mask with added details in white, against a striped polychrome ground, 34cm x 23cm

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

With Safani Gallery, New York, in 1985, from whom acquired by the present owner. Accompanied by a copy of the invoice. American private collection, acquired in the 1970s.

#### 83

# A HELLENISTIC CALCITE COSMETIC VESSEL

**CIRCA 3RD-1ST CENTURY B.C.** In the form of an almond or seashell, with grooved detail carved on both sides, the interior hollowed out, the interior of the lid with a lip shaped to fit into the base, the base slightly flattened on the underside, 15cm long

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

UK private collection, London, acquired circa 1979.





# A SMALL ROMAN MARBLE HEAD OF AN ATHLETE CIRCA 1ST-2ND CENTURY A.D.

Finely carved with youthful features, with deeply inset almond-shaped eyes and small lips in a serene expression, the short curly hair falling over the forehead, tied down with a fillet, *10.5cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

#### Provenance:

With Mr S, Zurich, Switzerland, acquired in the 1990s. With Jean Phillip Mariaud De Serres, Paris, late 1980s-1990s. Belgian private collection of Madam M.T., between 1972-1987.

#### 85 A ROMAN MARBLE BUST FRAGMENT CIRCA 2ND-3RD CENTURY A.D.

Wearing a tunic with wide neck and folds of drapery over the left shoulder, the back left unworked, *16.5cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

Provenance: Acquired in 1993, UK art market.



85



# 86 A ROMAN MARBLE BUST OF A YOUTH CIRCA 3RD CENTURY A.D

The head slightly inclined to the right, the plump face carved with pronounced lidded eyes and drilled pupils, the full lips slightly parted, the youthful features framed by a mass of drilled curls, wearing a cloak secured with a disc fibula on the right shoulder, *25cm high* 

£5,000 - 8,000 €5,600 - 8,900 US\$6,100 - 9,800

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.



A ROMAN MARBLE PORTRAIT HEAD OF A MAN JULIO-CLAUDIAN, CIRCA 1ST CENTURY B.C.-1ST A.D. The youth with pensive features, the hair falling forward in a short fringe across the slightly furrowed brow, 23cm high

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

UK private collection, acquired in 1989 from Felix e Hijo, Seville. Accompanied by a copy of the invoice.





#### 88\*

#### A ROMAN BRONZE FIGURE OF LAR AS A CHILD CIRCA 1ST-2ND CENTURY A.D.

The young boy depicted with plump features, his hair dressed with a wreath, holding a phiale in one hand, wearing a tunic and ankle boots, *7.3cm high* 

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

Canadian private collection, acquired in 2001. With Sasson Gallery, Jerusalem, before 2000.

89 No lot

# 90\*

### A ROMAN BRONZE FIGURE OF APOLLO CIRCA 1ST-2ND CENTURY A.D.

His right arm hanging down, holding a laurel branch in his hand, the left arm extending forward, a quiver across the back and his hair bound in a laurel wreath, with long tresses falling across his shoulders, *9.8cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

Bonhams, 06 October 2010, lot 283. Dr P. Villari Collection, the Netherlands, acquired on the London market in September 1995.

#### Literature:

For another example of Apollo in a similar pose cf. A.N. Zadoks-Josephus, W.J.T. Jitta Peters, *Roman Bronze Statuettes from the Netherlands,* vol. I, Groningen, 1967, pp.2 & 3, pl.1.



#### A ROMAN MARBLE PORTRAIT HEAD OF A WOMAN EASTERN EMPIRE, CIRCA 2ND CENTURY A.D.

With large almond-shaped eyes, small fleshy lips and delicate chin dimple, the hair neatly arranged in the typical fashion of the time, with central partition and neat waves in a 'scallop' arrangement, wearing a pair of earrings formed by a triangular body with central stone and three pendants with stone of pearl terminals, and a short necklace composed of alternating rectangular beads, a drilled hole at the top of the head and one at either side of the neck possibly for mounting, *31cm high* 

#### £15,000 - 20,000 €17,000 - 22,000 US\$18,000 - 25,000

#### Provenance:

With Mr S, Zurich, Switzerland, in the 1990s. Belgian private collection of Madam M.T., between 1972-1987.

#### Literature:

This type of 'scallop' hair arrangement can be commonly found in portraits of Faustina Minor and is, therefore, copied by other female portrait heads of the Antonine Period. For a portrait of Faustina Minor with a similar hairstyle, cf. Diana E. E. Kleiner, *Roman Sculpture*, Yale, 1992, fig. 247, p. 280.

Women are often shown wearing jewellery in various types of portraiture of the Roman world such as Fayum portraits from Egypt and Palmyran tomb portraits. However it is unusual to see this on a Roman marble portrait.

There is a large bronze portrait bust identified as the empress Fausta, the wife of Constantine the Great, which was found in Arles which depicts the empress wearing a necklace: Kleiner, *op.cit*, p. 443., fig. 405; Also a limestone tomb relief in Naples shows a woman dressed in the pudicitia type wearing a necklace carved in relief: M. Bieber, *Ancient Copies*, New York, 1977, fig 606.



## 92<sup>TP</sup>

## A EARLY CHRISTIAN MARBLE RELIEF FROM A 'CITY GATES' SARCOPHAGUS CIRCA 4TH CENTURY A.D.

Depicting three draped figures of saints, the central figure standing, holding a scroll, his youthful features carved with large drilled pupils and loose curling hair, flanked by an older bearded figure, with architectural details of capitals and an arch in the background, *59cm x 45cm* 

£10,000 - 15,000 €11,000 - 17,000 US\$12,000 - 18,000

#### Provenance:

Belgian private collection, Emblem, J.M. Dutch private collection, acquired in the 1960s.

#### Literature:

The 'City Gates' sarcophagus found in Saint Peter's Basilica in the Vatican, is a very closely-related example. That sarcophagus depicts scenes taken from the Old and New Testaments with Christ and the saints shown before the crenellated walls of a city as in this example. Cf. Fr. Baratte, C. Metzger, *Musée du Louvre. Catalogue de sarcophages en pierre d'époques romaine et paléochrétienne*, Paris, 1985, p. 312-316, no. 212.



## A BYZANTINE BRONZE POLYCANDELON CIRCA 6TH-7TH CENTURY A.D.

Composed of an openwork disc with circular lamp holes interspersed with omega-shaped elements, the inner ring punched with the Greek 'Grace of God' formula, suspended from a hook and three elongated bars with chain links, *19cm diam, 39cm high* 

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,300

## Provenance:

Acquired on the London art market in 1997.



## A BYZANTINE BRONZE HEXAGONAL CENSER CIRCA 6TH-7TH CENTURY A.D.

The sides punched with dots and circles arranged in geometric motifs, set on stylised lion feet, the suspension composed of three chains and elongated bars, surmounted by a hook, *36.3cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

#### Provenance:

Acquired on the New York art market, in 1997.

#### Literature:

For a similar hexagonal censer in the Royal Museums of Berlin, cf. O. Wulff, *Altchristliche und mittelalterliche byzantinische und italienische Bildwerke*, 1, p.206, pl XLVII, Berlin 1909.

## 95

## A BYZANTINE BRONZE SUSPENSION ELEMENT OF A CHANDELIER CIRCA 5TH-6TH CENTURY A.D.

The suspension element composed of a Corinthian capital with six large stellate petals radiating beneath, surmounted by a large ring, with hooked chain and further suspension ring above, *42cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

Acquired on the New York art market in 1997.

# ANTINE BRONZE SUSPENSION ELEMEN





## 96 A BYZANTINE BRONZE STEELYARD WEIGHT CIRCA 5TH-6TH CENTURY A.D.

Of cylindrical form, surmounted by the bust of an empress, wearing a himation, with earrings and a double strand pearl necklace, the base filled with lead, *19.5cm high; 2147g weight* 

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

Provenance:

Acquired on the Munich art market in 1997.

#### Published:

L. Wamser, G. Zahlhaas (eds.), *Rom und Byzanz. Archaeologische Kostbarkeiten aus Bayern*, Munich, 1998, p. 220, cat. no. 221.

#### Exhibited:

The Prehistoric State Collection, Munich, 1998-1999.

## Literature:

This weight belongs to a group steelyard weights with busts of empresses, examples of which have been recorded by N. Franken, *Aequipondia: figuerliche Laufgewichte roemischer und fruehbyzantinischer Schnellwaagen*, 1994. The cylindrical base of the weight would have been added in Antiquity to increase the weight to 6.5 Byzantine pounds.

## 97 A BYZANTINE BRONZE LAMP CIRCA 6TH CENTURY A.D.

With ribbed bod and hinged lid, the handle in the form of a cross with dot and circle decoration, *15cm long* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

Acquired on the Munich art market in 1997.

#### Published:

L. Wamser, G. Zahlhaas (eds.) *Rom und Byzanz. Archaeologische Kostbarkeiten aus Bayern,* Munich, 1998, p. 87, 89, cat. no. 84. The lack of an aperture in the base of the lamp for a pricket imply that it is a standing lamp.

## Exhibited:

The Prehistoric State Collection, Munich, 1998-1999.

#### 98 A BYZANTINE BRONZE STEELYARD BALANCE CIRCA 4TH-6TH CENTURY A.D.

The rod of square cross-section with conical terminals, with incised measuring scales on three sides, one side punched with the owner's name in Greek: 'AMAXIOY', the end of the rod with three attachment rings and hooks, with two additional hooks suspended on chains from a collar, *42cm long* 

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

Provenance:

Acquired on the London art market in 1998.

## Published:

C. Stiegemann (ed.) *Byzanz. Das Licht aus dem Osten.Kult und Altag im Byzantinischen Reich,* Mainz, 2001, p.247-248, cat. no. III.25.

## Exhibited:

Diocesan Museum Paderborn, 2001-2002.



(detail)







#### 99 A BYZANTINE BRONZE CROSS CIRCA 6TH-7TH CENTURY A.D.

The cross with a central roundel, surmounted by a hinged suspension section with loop, the arms terminating in hinged hooks for holding lamps, *28cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

Acquired on the New York art market in 1995.

#### Literature:

For a similar example in the British Museum, cf. D. Buckton (ed.), *Treasures of Byzantine Art and Culture from British Collections*, London, 1994, p.108, no.117.

#### 100

## A BYZANTINE BRONZE CENSER CIRCA 7TH CENTURY A.D.

The rounded bowl cast in relief with a frieze depicting five scenes from the life of Christ: The Annunciation; the Birth of Christ; the Baptism; the Crucifixion; and the Empty Tomb, the neck and raised foot engraved with a scrolling vine, 9cm high

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,300

## Provenance:

Acquired on the New York art market in 2000.

#### Published:

L. Wamser (ed.) *Die Welt von Byzanz. Europas Oestliches Erbe,* Munich, 2004, p.119, cat. no. 152.

#### Exhibited:

The Archaeological State Collection, Munich 2004-2005.

#### Literature:

The censer belongs to the 'Palestinian type' which show scenes in relief. Most have the same indistinct condition caused either by worn moulds or the tendency of Byzantine art towards stylisation and abstraction. Nearly one hundred examples were published by Richter-Siebels, *Die Palaestinensischen Weihrauchgefaesse mit Reliefszenen aus dem Leben Christi,* Berlin, 1990.



## A BYZANTINE BRONZE CROSS STAND CIRCA 11TH-12TH CENTURY A.D.

The openwork stand in the form of a three tiered cruciform church, with elongated double keyhole apertures, the barrel vaulting surmounted by a cylindrical dome drum with a rectangular socket for inserting the cross, incised overall with linear and dot and circle decoration, *23.5cm high* 

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

#### Provenance:

Acquired on the New York art market in 1996.

#### Literature:

Cf. S. Curcic, Architecture as Icon: Perception and Representation of Architecture in Byzantine Art, Princeton University Art Museum, 2010, p.260-271, nos.43-48.













## A SET OF SIX MIGRATION PERIOD GOLD AND GARNET CLOISONNÉ ORNAMENTS CIRCA 6TH-7TH CENTURY A.D.

Probably belt fittings, each decorated with garnet cloisonné, the circular one with a central rosette composed of oval petals in turquoise, alternating with triangular tipped petals, the central cloison inlaid with a ring of meerschaum, a border of spiral filigree at the rim, pierced with eight holes, with pins for attachment, most still remaining, *4.4cm diam*; a pair of zoomorphic fittings composed of a rosette with green glass centre, with schematic bird heads above and below, with spiral filigree border and six attachment pins, *4.8cm long*; a strap end with zoomorphic-style curving terminals, *3.6cm long*; and two buttons, one of oval form, the other circular, *12mm diam*, in a fitted presentation box (6)

£30,000 - 40,000 €33,000 - 45,000 US\$37,000 - 49,000

## Provenance:

L. Grenacs Collection, Brussels, Belgium, acquired in 1975.

#### Literature:

For a corpus of similar material, cf. A. Wieczorek and P. Perin (eds.), *Das Gold der Barbarenfursten*, Damstadt, 2001.



#### 103 A PAIR OF BYZANTINE GOLD AND PEARL PINS CIRCA 10TH CENTURY A.D.

The trumpet shaped pinhead surmounted by a pearl cabochon with beaded wire border, each with eight radiating wire elements threaded with a pearl, set on a pin of sheet gold wrapped around an iron core, one pin partly missing, *7cm and 3.5cm high* 

£3,000 - 4,000 €3,400 - 4,500 US\$3,700 - 4,900

#### Provenance:

New York art market 1999.

#### 104

#### A BYZANTINE GOLD AND PEARL PENDANT CIRCA 6TH-7TH CENTURY A.D.

Of openwork droplet form, with a central wire and seed pearl cross, with pearl inner border and ribbed border, surmounted by a suspension tube, *3.3cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S Broukal, thence by descent.

#### 105

## A GOLD AND GARNET BEAD NECKLACE ROMAN PERIOD - BYZANTINE PERIOD, CIRCA 3RD-10TH CENTURY A.D.

Restrung, composed of Roman irregular garnet beads, circa 3rd-4th Century A.D., with eight Byzantine gold hollow-cast square beads, each set with four round cabochon garnet gems, circa 7th-10th Century A.D., with modern clasp, *45cm long* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

## Provenance:

Acquired on the London art market in the 1980s.







## A VINCA TERRACOTTA FEMALE IDOL NEOLITHIC PERIOD, VINCA D, VINCA-PLOCNIK-PHASE, CIRCA 4700-4500 B.C.

With outstretched arms, broad hips and a triangular head, wearing a v-necked tunic with grooved decoration, 16.2cm high

£5,000 - 8,000 €5,600 - 8,900 US\$6,100 - 9,800

## Provenance:

Austrian private collection, acquired from Richter Gallery, Wiener Neustadt, Austria, 19 December 1991. Accompanied by a copy of the invoice.

Austrian private collection, Vienna, acquired in the 1950s-60s.



107<sup>\* TP</sup>

## A CELTIC MARBLE HEAD CIRCA 1ST CENTURY B.C./A.D.

The pear-shaped face carved with large eyes, a triangular nose and a down-turned slit mouth, with stylised ears and the hair schematically indicated with grooves, the head carved in the round with a tapering neck, *30cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

## Provenance:

American private collection, New Jersey, acquired in the 1970s in New York, thence by descent.





## 108<sup>TP</sup> A CELTIC RED SANDSTONE HEAD BRITISH, CIRCA 1ST CENTURY B.C - 2ND CENTURY A.D.

With an elongated oval face, carved with large eyes, a triangular nose and full lips, its left ear preserved, *38cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

UK private collection, Cheshire, found by the present owner in 2014 near a brook close to his home in Cheshire. PAS Database number: LVPL-79EA4E.

## Literature:

Several such heads have been found in Britain close to natural springs, 'such sources of water being venerated by the Celts.' (S. Jackson, *Celtic and Other Stone Heads*, 1973, p. 3.)

## 109 A CELTIC RED SANDSTONE HEAD BRITISH, CIRCA 1ST-2ND CENTURY A.D.

The face carved with recessed eye sockets and open mouth, with a triangular nose and heavy browline, the hairline schematically carved, 29cm high

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

UK private collection, Kent, acquired in the 1980s and exhibited for a while at Ashford Museum, Kent. Acquired by the previous owner in Northumbria in the 1940s.



## 110<sup>TP</sup>

## A CELTIC STONE HEAD OF A MAN BRITISH, CIRCA 1ST CENTURY B.C.- 1ST CENTURY A.D.

With thick schematically carved hair, bulbous eyes, a small nose and a down-turned mouth beneath a moustache, a short beard around the chin and jaw, *32cm high* 

## £3,000 - 5,000 €3,400 - 5,600

US\$3,700 - 6,100

## Provenance:

UK private collection, Derbyshire, found by the present owner circa 2012-2013. PAS Database number: DENO-B52638.

## TWO EUROPEAN BRONZE TORCS BRONZE AGE, EARLY 1ST MILLENNIUM B.C.

The larger of plain tubular form, thickening in the middle with slight ridging to either side of a small mound, and tapering to the ends, 'Wexford' inscribed in white painted letters, *16.4cm diam*; the smaller with thick ribbed decoration, tapering at the ends with one looped terminal preserved, 'Dungiven' inscribed in white painted letters, *12.7cm diam* (2)

## £1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

## Provenance:

Property from a Dutch private collection, The Netherlands, formed in the 1960s-70s.

Sotheby's, London, 27 July 1971, lot 148. According to the notes inked on the torcs, the original findspots are supposed to be Wexford and Dungiven.







## 112\*

## A ROMAN OPAQUE WHITE MOULD-BLOWN GLASS AMPHORISKOS FIRST HALF OF THE 1ST CENTURY A.D.

Mould-blown in a two-part mould, the body in the shape of a double scallop shell, with cylindrical neck and everted rim, footless, with twin applied handles, 8.9cm high

## £3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

#### Provenance:

Property from the estate of a Swiss collector, acquired at Charles Ede Ltd, London, in 1993. With Mansour Gallery, London, in 1993.

## Literature:

For a similar shell flask in the Hermitage, cf. N. Kunina, *Ancient Glass in the Hermitage Collection*, 1997, pp.126-7, no.92.

#### 113

## A ROMAN DARK PURPLE AND WHITE GLASS CAMEO GEM

## CIRCA 1ST-2ND CENTURY A.D.

Showing an erotic Dionysiac scene, the god reclining on a couch attended by two maenads, the one to the left holding a thyrsus, the other reclining in the nude kissing Dionysus who is lifting up a cloth to reveal her nakedness, *3cm wide* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S Broukal, thence by descent.

## 114\*

## A ROMAN BLUE AND OPAQUE WHITE MARBLED GLASS UNGUENTARIUM FIRST HALF OF 1ST CENTURY A.D.

The squat bulbous body with elongated tapering neck, with everted rim and inward-folded lip, marvered throughout with opaque white trails, *7.8cm high* 

## £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

## Provenance:

Property from the estate of a Swiss collector, acquired from Charles Ede Ltd, London, in 1993. With Mansour Gallery, London, in 1991.

## Literature:

Cf. Kofler-Truniger Collection, 05-06 March 1985, lot 137.

#### 115\*

## A ROMAN BLUE GLASS PATELLA CUP CIRCA MID-1ST CENTURY A.D.

On a ring foot, with rounded sides and a flanged collar-like rim, *4cm high* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

#### Provenance:

Property from the estate of a Swiss collector, acquired at Charles Ede Ltd, London, in 1993. Christie's, London, *The Alfred Wolkenberg Collection of Ancient Glass*, 9 July 1991, lot 91. Alfred Wolkenberg Collection, since the 1960s.

## Published:

Ancient Glass from the Alfred Wolkenberg Collection: A Loan Exhibition, October 1964 - January 1965, Brooks Memorial Art Gallery, Memphis, Tennessee, no. 57.



#### A ROMAN MOSAIC GLASS PATELLA CUP CIRCA LATE 1ST CENTURY B.C. - EARLY 1ST CENTURY A.D.

The cup made from sections of several canes, including translucent matrix with yellow rods, translucent purple matrix with white centre, ring of eight yellow rods and an outer ring of white, transparent peacock green with opaque white centre and ring of yellow rods, translucent green with yellow spiral and white centre, areas of transparent blue, *11cm diam; 4.5cm high* 

#### £8,000 - 10,000 €8,900 - 11,000 US\$9,800 - 12,000

#### Provenance:

With Modjallal Iradj, Boulogne, France, in 1975.

## 17

## A ROMAN MOSAIC GLASS BOTTLE ITALY, CIRCA 1ST CENTURY A.D.

Formed from slices of a cane with an opaque white circle in a translucent light amber-coloured matrix to form a squat unguentarium with a short cylindrical neck and pear-shaped body, *7.6cm high* 

£1,000 - 2,000 €1,100 - 2,200 US\$1,200 - 2,500

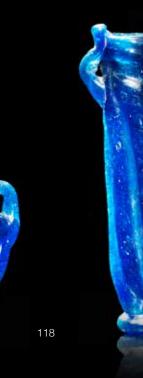
## Provenance:

Bonhams, 3 April 2014, lot 110. Vincent Smith-Durham Collection, Hav-A-Mil House, Philadelphia, USA, acquired in the early 1990s from Antiguarium Ltd., New York.

## Literature:

This small bottle is an unusual mixture of ancient glass making techniques with sections from a cast mosaic cane that were fused together and then blown to create the final shape. More usually such vessels are formed from layers or opaque white and blue or purple glass or four to six larger sections as with gold-band vessels: D.F. Grose, *Early Ancient Glass. The Toledo Museum of Art*, Toledo, 1989, pp. 261-2.





## 118 TWO BYZANTINE BLUE GLASS VESSELS CIRCA LATE 4TH CENTURY A.D.

One an amphoriskos and the other an unguentarium, each with vertical ribbed bodies and thick trail handles, with base knobs, 6cm and 11cm high (2)

#### £3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

Provenance:

German private collection, Munich. The amphoriskos: Bonhams, 26 November 1997, lot 142. The unguentarium: Dorotheum, Vienna, 1999.

#### **Published:**

L. Wamser (ed.) Die Welt von Byzanz. Europas Oestliches Erbe, Munich, 2004, p.270, cat. no. 408-409.

#### Literature:

Cf. E.M. Stern, Roman, Byzantine and Early Medieval Glass, Ernesto Wolf Collection, Ostfildern-Ruit, 2001, nos.78-79.

#### 119

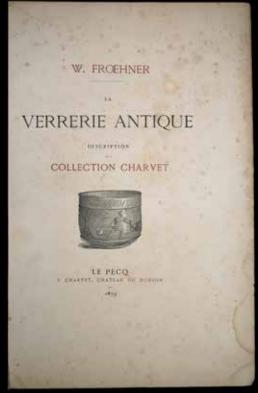
## FROEHNER, W., LA VERRERIE ANTIQUE, DESCRIPTION DE LA **COLLECTION CHARVET**

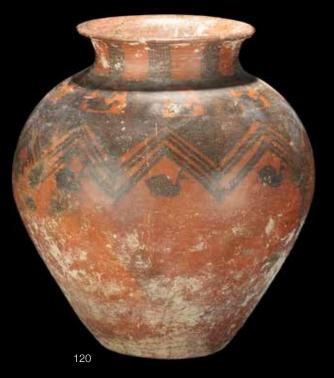
## LE PECQ, PARIS, 1879

With lithographic frontispiece and 34 hand coloured plates (numbers 29 and 33 missing), with additional black and white illustrations within text, copy number 77 of 150, Ex Libris Ray Winfield Smith, plates generally clean, plates XXX-XXXIV spotted and browned, text spotted and browned, marginal waterstain towards end of text,

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

The Charvet Collection of Ancient Glass is now part of the ancient glass collection of the Metropolitan Museum of Art, New York.











120<sup>\* TP</sup>

## A LARGE ANATOLIAN POTTERY VESSEL CIRCA 2ND MILLENNIUM B.C.

The red burnished ground decorated with black painted birds and cross-hatching around the shoulder, bands of zigzag and birds around the body, 68cm high

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,300

#### Provenance:

French private collection of Mrs A. acquired circa 1980.

#### Literature:

Cf. A. Çilingiroğlu, 'The Second Millennium Painted Pottery Tradition of the Van Lake Basin' in *Anatolian Studies*, vol. 34, 1984, pp. 129-139.

## THE FOLLOWING 4 LOTS (121-124) ARE PROPERTY FROM A PRIVATE UK COLLECTION

Other idols from the collection were published and sold at Gimpel Fils, South Molton Street, London, 30 November 1966 - 21 January 1967.

## 121

## THREE ANATOLIAN MARBLE IDOLS EARLY BRONZE AGE II, CIRCA 2700-2100 B.C.

An idol with rectangular body and pointed head; a Beycesultan type idol with 'violin' shaped body; and an idol with disc head and approximately square body, *6.2cm-7cm high* (3)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.



#### 122 AN ANATOLIAN MARBLE IDOL VARIANT OF THE KUSURA TYPE, EARLY BRONZE AGE II, CIRCA 2700-2100 B.C.

The idol with triangular head on a long tapering neck, the body of flattened crescentic form, *10.8cm high* 

## £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1<u>,800</u>

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs <u>S Broukal</u>, thence by descent.

## Literature:

Cf. J. Thimme, Art and Culture of the Cyclades, Chicago, 1977, no.526.

## 123

## AN ANATOLIAN MARBLE IDOL KUSURA TYPE, EARLY BRONZE AGE II, CIRCA 2700-2100 B.C.

The flat backed idol with curved body, the neck tapering to a disc head, *12.5cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

#### 124 AN ANATOLIAN MARBLE IDOL BEYCESULTAN TYPE, CIRCA 3200-2300 B.C.

The body of rounded disc form with short triangular arms, the elongated neck tapering to a point, *16.2cm high* 

## £1,500 - 2,000 €1,700 - 2,200

US\$1,800 - 2,500

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S Broukal, thence by descent.

## Literature:

Cf. J. Thimme, Art and Culture of the Cyclades, Chicago, 1977, no. 533.



## **OTHER PROPERTIES**

## 125<sup>TP</sup>

A PERSIAN POTTERY JAR IRAN, KERMAN, CIRCA 3000-2000 B.C. The cylindrical body tapering towards a flattened base, with a light red slip applied to the upper body, decorated in black with a frieze of horned ibexes alternating with rosettes within cross-hatched boxes, wavy lines and pendent motifs below, 37cm high

£8,000 - 10,000 €8,900 - 11,000 US\$9,800 - 12,000

#### Provenance:

With Mahboubian Gallery, New York, 1970s.



## 126 A BACTRIAN CHLORITE JAR CIRCA 3RD MILLENNIUM B.C.

The body tapering to a flat base, with everted rim, the outside finely carved to imitate a woven basket, three incised lines along the foot and on the shoulder, *6.5cm high* 

£2,500 - 3,500 €2,800 - 3,900 US\$3,100 - 4,300

#### Provenance:

With Sumer Gallery Inc, New York, 1985, from whom acquired by the present owner. Accompanied by a copy of the 1985 invoice. American private collection, New York, 1970s.

## 127

## A PERSIAN POTTERY HORSE AND RIDER RHYTON IRAN, CIRCA 10TH-8TH CENTURY B.C.

The hollow vessel composed of a rider with an opening in the top of his head, shown holding an axe(?), with applied eyes and a long curling moustache, the horse saddled and with a bridle, its cylindrical nose forming the spout, *31.7cm high* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

#### Provenance:

Boisgirard, Hotel Drouot, Paris, 30 June – 1st July 1993, lot 195. French private collection, formed in the late 1940s.







## 128 A PERSIAN BRONZE PLATE IRAN, CIRCA LATE 2ND - EARLY 1ST MILLENNIUM B.C.

With flat base and straight vertical rim, decorated on the inside in repoussé with incised details, the outer register with eight fish, the central register with two winged bulls, two winged lions with human heads and a bull, the centre with continuous tongues, zig-zag and a central geometric motif, *28cm diam* 

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

## Provenance:

Belgian private collection of Mrs Z., acquired in 1967.

## 129

## A PAIR OF URARTIAN SILVER ANIMAL PINS IRAN, CIRCA 8TH-7TH CENTURY B.C.

Both with flat terminals depicting goats, with long curved horns and short beard, one standing and the other jumping forward, with added incised details, *13.5cm-14.5cm long* (2)

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

Provenance: UK private collection, acquired on the New York art market in 1989.



## 130 A CAUCASIAN HIGH TINNED AXE HEAD CIRCA 9TH-7TH CENTURY B.C.

The ribbed tubular shaft decorated on one side with a wolf chasing a goat, the curved blade curled at either end, with three circular pierced elements, *19cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

**Provenance:** With Mahboubian Gallery, New York in 1984.



## PROPERTY FROM THE COLLECTION OF THE LATE RALPH HINSHELWOOD DALY OBE (1924-2006)

In 1955 Daly joined the Colonial Service and was posted to the Aden Protectorates that today form the Republic of Yemen. It was here that he met and married his wife Elizabeth Anne Daly (nee Fenton Wells) and acquired the collection of alabaster sculptures. In 1967 the Aden Protectorates became independent from Britain, and Ralph, awarded an OBE for his work, retired from the Colonial Service and returned with Elizabeth to Europe, taking their collection of alabasters with them.

131

## A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

The long oval face with recessed brows, the outlines of the eyes incised with the pupils recessed, once for inlay, with a long nose and a small mouth below, the back and flat top of the head roughly hewn, set on a tall neck, *23cm high* 

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

## Provenance:





## A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

The long oval face with the eyebrows and almond-shaped eyes recessed, some of the plaster inlay remaining in the eyes, with a long nose and small mouth in low relief, the hairline indicated at the top of the forehead, with short chiselled hair carved behind the prominent ears, *17.5cm high* 

£3,000 - 5,000 €3,400 - 5,600 US\$3,700 - 6,100

#### Provenance:

Property from the Collection of the late Ralph Hinshelwood Daly OBE (1924-2006).



133

#### 133 A SOUTH AR

## A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

The stylised oval face with straight browline, thin nose, straight slit mouth above a prominent chin, the large protruding ears with incised details, the back unworked, *15.8cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:





#### 134 A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

The stylised face with a straight browline above almond-shaped schematic eyes, a long slender nose, and a straight slit mouth, some incision at the chin to represent a beard, the back unworked, *21cm high* 

## £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

## Provenance:

Property from the Collection of the late Ralph Hinshelwood Daly OBE (1924-2006).

## 135

## A SOUTH ARABIAN ALABASTER HEAD OF A BULL CIRCA 1ST CENTURY B.C./A.D.

With almond-shaped eyes and protruding snout with recessed nostrils, the details of the brows incised, with small ears on the sides, horns missing, *9.8cm high* 

£800 - 1,000 €890 - 1,100 US\$980 - 1,200

## Provenance:





## 136 A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

With stylised facial features, the eyes hollowed once for inlay, the brows incised, the small lips carved in low relief with schematic ears to either side of the head, the short hair indicated with incision, *13.8cm high* 

## £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

Property from the Collection of the late Ralph Hinshelwood Daly OBE (1924-2006).

## 137

## A SOUTH ARABIAN ALABASTER HEAD CIRCA 1ST CENTURY B.C./A.D.

The stylised oval face with arching incised eyebrows above recessed almond-shaped eyes, the small mouth with plump lips, the ears with carved details and pierced, the hair roughly carved flaring beneath the ears, the back unworked, *12.5cm high* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

#### Provenance:





## **OTHER PROPERTIES**

## 138

## A SASANIAN SILVER FOOTED PHIALE IRAN, CIRCA 6TH CENTURY A.D.

The bowl decorated with fourteen radiating broad lobes, with eight concentric circles decorated on the tondo, set on a high flaring foot, *21cm diam* 

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

Provenance:

Sotheby's New York, 24 November 1987, lot 83. Joseph Ternbach (1897-1982) Collection, USA.

Exhibited: The Israel Museum, *The Joseph Tembach Collection*, 1981-1982.

## 139

## A SASANIAN GREEN GLAZED POTTERY AMPHORA

IRAN, CIRCA 4TH-5TH CENTURY A.D.

The body tapering to the foot, the shoulder with impressed decoration including a frieze of zigzags between the twin strap handles, each handle decorated with applied circular motifs and rotelles, the neck tapering to the rim, the remains of darker turquoise glaze, *34.3cm high* 

£1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

Provenance: London art market, 1984.

## A SASANIAN IRON AND SILVER SWORD WITH SCABBARD IRAN, CIRCA 6TH-7TH CENTURY A.D.

The iron blade tapering to the rounded tip, surmounted by a silver hilt, the grip decorated with overlapping scale- like motifs, with a protuberance above the elliptical guard, the scabbard decorated on one side with scales, the other side with pairs of applied spirals either side of a vertical raised rib, with two P-shaped mounts secured with rivets, the backs of each with small loops for suspension from belt straps, *The sword: 104cm long, the scabbard:* 93.3cm long

## £12,000 - 15,000 €13,000 - 17,000 US\$15,000 - 18,000

#### Provenance:

UK private collection, acquired in 1985. German private collection, 1970s to 1985.

## Literature:

There is a closely-related example in gold now in the British Museum, acc. no. 1972,0617.1. For further examples, cf. Exhibition Catalogue, *Hofkunst van de Sassanieden*, Brussels, 1993, pp.177-179, nos.36-39.









#### 141 THREE EGYPTIAN GARNET BEAD NECKLACES MIDDLE KINGDOM - NEW KINGDOM, CIRCA 2133-1070 B.C.

Restrung, two strings composed of ovoid garnet beads of various sizes, the other with ovoid and spherical garnet beads and four amethyst beads, 40-49cm long (3)

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

Property from a Dutch private collection, The Netherlands, formed in the 1960s-70s. Christie's, London, 10-11 July, 1974, lot 377. Said to have been in the collection of Flinders Petrie.

## Literature:

Garnet beads were produced in Egypt from the Badarian period to the end of the New Kingdom. According to Carol Andrews, garnet was at its most popular in the Middle Kingdom and 'the Egyptian word for garnet was almost certainly 'hemaget': C. Andrews, *Ancient Egyptian Jewellery*, London, 1990, p. 43.

There are similar garnet beads of the same period from Lisht, now in the Metropolitan Museum of Art, New York, acc. no. 15.3.541.

## 142\*

## AN EGYPTIAN AMETHYST AND FAIENCE BEAD NECKLACE WITH A FELDSPAR SCARABOID CIRCA 2ND-1ST MILLENNIUM B.C.

Composed of biconical amethyst beads interspersed with six turquoise glazed composition beads with a central feldspar scaraboid, restrung with a modern clasp, 54cm long

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

Provenance:

American private collection, acquired in the 1970s.



#### 143 A DEDSIA

## A PERSIAN ELECTRUM RAM HEAD BRACELET IRAN, CIRCA MID-1ST MILLENNIUM B.C.

Composed of a wide band with ridged detail, the ram-head terminals with large curving horns and long snouts, *6.7cm diam* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

## Provenance:

UK private collection, acquired in 1985. German private collection, formed in the 1970s.

#### 144

## AN ACHAEMENID GOLD HORSE HEAD FINIAL IRAN, CIRCA 6TH-4TH CENTURY B.C.

The arched neck with raised mane, ornamented with a central plume, its ears pricked forward above large rimmed eyes, the muzzle with flared nostrils, the base of the neck with circular apertures on each of the four sides, *2.6cm high* 

£5,000 - 7,000 €5,600 - 7,800 US\$6,100 - 8,600

## Provenance:

UK private collection, acquired in Germany in 1985.







## 146 A PAIR OF ROMAN GOLD EARRINGS CIRCA 2ND-3RD CENTURY A.D.

Composed of a cluster of hollow sheet gold balls with filigree, each with a tear-shaped bezel re-set with modern glass, each suspended from an ancient electrum earring added in antiquity, *6.3cm long* 

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

## Provenance:

UK private collection, acquired on the London art market in the 1990s.

## 147

## THREE PAIRS OF ROMAN GOLD EARRINGS CIRCA 2ND-3RD CENTURY A.D.

A pair of gold and garnet earrings, each ivy leaf shaped panel set with a garnet cabochon, with pendant twisted wire elements, *approx. 38mm high*; a pair of gold earrings with blue glass disc elements, *26mm high*; and a pair of embossed sheet gold earrings with droplet pendants, *35mm high* (6)

£1,000 - 1,500 €1,100 - 1,700 US\$1,20<u>0 - 1,800</u>

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

## 145\*

## A WESTERN ASIATIC CARNELIAN, AGATE AND GOLD BEAD NECKLACE

## CIRCA 2ND-1ST MILLENNIUM B.C.

Composed of multiple barrel-shaped beads interspersed with small hardstone and gold spacer beads, with a small gold amulet central pendant, restrung with a modern clasp, *52cm long* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

American private collection, acquired in the 1980s.



## A PAIR OF ROMAN GOLD, EMERALD AND GARNET EARRINGS CIRCA 2ND-3RD CENTURY A.D.

The floral rosette elements centred by an emerald bead, each earring with three pendants composed of a garnet cabochon above beaded wire terminating in a bead, three of the beads garnet and the remainder glass, *3.8cm long* 

#### £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

#### Literature:

Cf. D. von Bothmer, *Glories of the Past. Ancient Art from the Shelby White and Leon Levy Collection*, The Metropolitan Museum of Art, New York, 1990, p. 253, no. 187.

## 149

## THREE ROMAN GOLD PENDANTS CIRCA 1ST-2ND CENTURY A.D.

A Hercules club pendant, with scroll decoration and green glass tip, *3.7cm high*; a Helios medallion, *1.4cm diam*; and an embossed leaf shaped pendant, embossed with a face, with blue glass bead, *4.3cm high*; **AND A ROMAN SPHERICAL GOLD BEAD** of sheet gold, *1.3cm diam* (4)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

## 150\*

## A ROMAN GOLD AND GREEN GLASS BEAD NECKLACE CIRCA 2ND-3RD CENTURY A.D.

Composed of cylindrical green glass beads interspersed with linked gold chain, with a modern hook clasp, *38cm long* 

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

#### Provenance:

American private collection, Chicago, acquired 20 November 1999. With Charles Ede Ltd., London, *Antiquities*, 1996, catalogue 163, no. 58.

Sotheby's London, 11 December 1989, lot 10 (part).



## 151\*

## A ROMAN CARNELIAN AND AGATE BEAD NECKLACE CIRCA 1ST-3RD CENTURY A.D.

Composed of fifty-six spherical beads, restrung with a modern clasp,  $55cm \log g$ 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

#### Provenance:

American private collection, acquired in the 1970s-1980s.

#### 152

## A GREEK BONE, CARNELIAN AND GOLD PIN GEOMETRIC PERIOD, CIRCA 8TH-7TH CENTURY B.C.

Re-composed with a slender gold pin, gold wire spiralling around the middle upwards towards a small discoid gold bead ornamented with granulation, a long cylindrical carnelian tubular bead above, surmounted with a domed bone finial decorated with an incised geometric band of birds, secured above with a small gold plug terminal, *10cm long* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

## Provenance:

Property from a Dutch private collection, The Netherlands, formed in the 1960s-70s. Christie's, London, 10-11 July 1974, lot 249.





## TWELVE GREEK AND ROMAN HARDSTONE AND GLASS INTAGLIOS

**CIRCA 3RD CENTURY B.C. - 3RD CENTURY A.D.** Including a Greek intaglio of a horse; two Roman intaglios of pale blue and layered glass; nine Roman hardstone intaglios of subjects including cupid, an equestrian figure and various heads in profile, *8mm*-*14mm;* **A HELLENISTIC GARNET HEAD OF A RAM** carved in the round, *11mm long;* **AND TWO SASANIAN INTAGLIOS** of hoop and rectangular

form, Iran, circa 5th-7th Century A.D., 10mm-13mm (15)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

#### 154

#### A ROMAN AGATE CAMEO CIRCA 1ST-2ND CENTURY A.D.

Of oval form with Cupid and a goose, *1.7cm wide;* **AND A NEAR EASTERN AGATE CAMEO** carved with a griffin, possibly Byzantine, *2.1cm wide* (2)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

#### Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

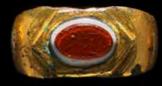


153



















155 SIX ROMAN GOLD RINGS CIRCA 2ND-3RD CENTURY A.D. With amethyst, carnelian and glass settings, *15mm-20mm diam;* AND A ROMAN GILT BRONZE RING set with a layered glass cabochon, circa 2nd-3rd Century A.D. *25mm wide* (7)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

## 156

## A ROMAN CARNELIAN INTAGLIO RINGSTONE CIRCA 3RD CENTURY A.D.

The oval intaglio engraved with a bust, with elongated neck, wearing a crown, perhaps turreted, possibly depicting Tyche, the inscription reading: EUTYCHI PORPHYRI ('Good luck Porphyrius'), set in a modern ring *26cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

## Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.











# THREE ROMAN SILVER AND JASPER INTAGLIO RINGS CIRCA 2ND-3RD CENTURY A.D.

Each with solid cast hoop, the intaglios engraved with a horse, a bear, and a Greek good luck inscription, *each approx 23mm wide;* **AND A ROMAN CARNELIAN INTAGLIO** carved with a Greek inscription, circa 2nd-3rd Century A.D. *12mm wide* (4)

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

# Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S. Broukal, thence by descent.

# 158 A HELLENISTIC TINNED BRONZE RING PTOLEMAIC, CIRCA 1ST CENTURY B.C.

The bezel with a portrait of a Ptolemaic queen, perhaps Berenike II, her head in profile, the melon styled hair dressed with a diadem, depicted with youthful plump features, part of the hoop missing, *the bezel* 3.2cm high

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

# Provenance:

UK private collection since 1956. Formed in the 1950s by Mr and Mrs S Broukal, thence by descent.

# Literature:

For a bronze ring, possibly a portrait of the Ptolemaic queen, Berenike II, cf. S. Walker and P. Higgs (eds.), *Cleopatra of Egypt*, London, 2001, p.63, fig. 33.



158



# PROPERTY FROM A EUROPEAN PRIVATE COLLECTION

# 159

# AN EGYPTIAN STONE TWO PART JAR EARLY DYNASTIC - OLD KINGDOM, 2ND-3RD DYNASTY, CIRCA 2890-2650 B.C.

Of yellow and red veined stone, with disc rim, lug handles, the body tapering to the flat base, 8.5cm high

£4,000 - 5,000 €4,500 - 5,600 US\$4,900 - 6,100

# Provenance:

European private collection, acquired in 2008. With Mele Ancient Art, U.S., in 2008. Wolfe Collection, Germany and U.K., formed 1950s-1960s.

# 160

# AN EGYPTIAN MOTTLED BROWN STONE THREE PART JAR OLD KINGDOM, 4TH DYNASTY, CIRCA 2613-2494 B.C.

Of squat form with flat base, lug handles at the rounded shoulders and wide rim, *4cm high, 8.2cm wide* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

# Provenance:

European private collection, acquired in 2011. Drouot, Paris, Digard Maison des Ventes Volontaires, February 2011, lot 110. French private collection, Mr J.M. formed circa 1965.

# AN EGYPTIAN BROWN SERPENTINITE BUST OF AN OFFICIAL MIDDLE KINGDOM, 13TH DYNASTY, CIRCA 1800-1700 B.C.

The seated official wearing a long kilt and short baggy wig, the arms bent at the elbows, with an uninscribed back pillar, *11.6cm high* 

# £8,000 - 10,000 €8,900 - 11,000 US\$9,800 - 12,000

# Provenance:

European private collection, acquired in 1997. Sotheby's London, 12 June 1997, lot 329. Christie's London, 08 July 1992, lot 275. Dr. Jan Beekmans (1927–2008) Collection, Borken, Germany, acquired in Paris in the 1970s.

# Published:

C. Andrews and J. van Dijk, (eds), *Objects for Eternity,* Mainz, 2006, p. 68, no. 1.39.

# Exhibited:

Allard Pierson Museum, Amsterdam, *Objecten voor de Eeuwigheid*, 17 November 2006 – 25 March 2007.







# AN EGYPTIAN BRONZE INSCRIBED BASE FOR PADIWESER LATE PERIOD, 25TH-26TH DYNASTY, CIRCA 747-525 B.C.

The hollow rectangular base for a seated, figure of Osiris-lah-Thoth, with two parallel rectangular holes in the top, the sides incised with a votive text: 'May Osiris-lah-Thoth give life, prosperity and health to Padiwesir, son of Udjahekau, born to the lady of the house, who gives service to Mut, Iriru', 5.7 cm x 4.4 cm x 2.4 cm

# £1,000 - 1,200

€1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

European private collection, given as a gift in 1999 by Mr and Mrs H.F. Dijkstra, the Netherlands. Dutch private collection, 1990s. English private collection, 1970s.

# Published:

C. Andrews, J. van Dijk (ed), *Objects for Eternity*, Mainz am Rhein, 2006, p.171, no. 3.02.

### Exhibited:

Allard Pierson Museum, Amsterdam, *Objecten voor de Eeuwigheid*, 17 November 2006 – 25 March 2007.

### 163

# AN EGYPTIAN BRONZE INSCRIBED BASE FOR PSAMMETIC LATE DYNASTIC PERIOD, CIRCA 664-332 B.C.

Of rectangular plinth form, the sides incised with hieroglyphic text: 'Words spoken by the servant of Hathor – Nub(sic)-hotep, Imy-Djeser priest, the sem priest Psamtek, son of Khaasmenher: "May I drink the djeser beer every day and perform what your Ka desire in all matters"', *11.7cm x 4.6cm x 2.9cm* 

# £1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

### Provenance:

European private collection, acquired in June 2006. With Roswitha Eberwein, Göttingen, Germany, 2006. German private collection, acquired before 1980.



(side detail)





# AN EGYPTIAN SERPENTINITE HEART SCARAB PECTORAL FOR PA-RA-EM-NAKHT

**NEW KINGDOM, 19TH-20TH DYNASTY, CIRCA 1295–1070 B.C.** Of rectangular shrine form, the front carved in relief with a scarab, the reverse with incised text giving the name of the owner, Pa-ra-em-nakht and the beginning of a text from the Book of the Dead, chapter 30B: 'Recitation by the Osiris Pa-ra-em-nakht, true of voice. He says: 'Oh my heart, oh heart of my mother, of heart of my manifestations', *5.7cm high* 

£8,000 - 10,000 €8,900 - 11,000 US\$9,800 - 12,000

# Provenance:

European private collection. With Galerie De Serres, Paris, 2001 French private collection, Paris, formed in the 1950s-60s.

### Published:

C. Andrews and J. van Dijk, (eds.) *Objects for Eternity*, Mainz, 2006, p.129, no. 2.35.

# Exhibited:

Allard Pierson Museum, Amsterdam, *Objecten voor de Eeuwigheid*, 17 November 2006 – 25 March 2007.

# Literature:

There are close parallels in Vienna and London, all dated the 19th Dynasty. Cf. Wien, Ägyptisch-Orientalische Sammlung, inv. nos. 2021 and 2022; British Museum, inv. no. 1772,0315.429 (EA 7858).







### 165 AN EGYPTIAN BRONZE FIGURE OF A FALCON-HEADED GOD LATE PERIOD, CIRCA 664-30 B.C.

Probably representing Khonsu, the falcon-headed deity stepping forth, wearing an incised tripartite wig and short kilt, *15.2cm high* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

165

# Provenance:

European private collection, acquired February 1998. With Anubis Ancient Art, Rotterdam, 1998. With Charles Ede Ltd, London, *Antiquities*, Catalogue 142, 1987, no.23. English private collection.

# Published:

C. Andrews, J. van Dijk (ed), *Objects for Eternity*, Mainz am Rhein, 2006, p. 196-197, no 3.17.

### Exhibited:

Allard Pierson Museum, Amsterdam, *Objecten voor de Eeuwigheid*, 17 November 2006 – 25 March 2007.

### 166

# AN EGYPTIAN BRONZE FIGURE OF OSIRIS LATE PERIOD, CIRCA 664-30 B.C.

The standing mummiform deity holding the crook and flail, wearing the atef crown with incised side plumes, the recessed eyes with traces of inlay, a tang beneath the feet, *17.7cm high* 

# £1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

# Provenance:

European private collection, acquired from Mieke Zilverberg, Amsterdam, 1993. Dutch private collection, formed in the 1970s.

# Published:

C. Andrews, J. van Dijk (ed), *Objects for Eternity,* Mainz am Rhein, 2006, pg. 182-183, no. 3.10.

# Exhibited:

Allard Pierson Museum, Amsterdam, *Objecten voor de Eeuwigheid*, 17 November 2006 – 25 March 2007.



### 167 AN EGYPTIAN BRONZE FIGURE OF THE CHILD HARPOKRATES LATE PERIOD, CIRCA 664-30 B.C.

In unusual striding pose, holding the crook and flail, 6.1cm high

### £1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

# Provenance:

European private collection, acquired in 1998 from Mieke Zilverberg, Amsterdam. English private collection, formed in the 1950s-60s.

# Published:

C. Andrews, J. van Dijk (ed), Objects for Eternity, Mainz am Rhein, 2006, p. 180, no 3.08.

# Exhibited:

Allard Pierson Museum, Amsterdam, Objecten voor de Eeuwigheid, 17 November 2006 - 25 March 2007.

# 168 AN EGYPTIAN WOOD MUMMY MASK FOR A MAN THIRD INTERMEDIATE - LATE PERIOD, CIRCA 1069-332 B.C.

The face with traces of gesso, the facial features carved with the eyes and brows detailed in black paint, with large ears, a false beard, the wig with black paint remaining, 53cm high

£4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

# Provenance:

Thierry de Maigret, Paris, Archéologie, Arts Asiatiques, Cannes, 11 December 2015, lot 42. Private collection, O.P., acquired in the 1970s.

169<sup>TP</sup>

# A LARGE EGYPTIAN GESSO-PAINTED WOOD MODEL BOAT MIDDLE KINGDOM, CIRCA 2133-1797 B.C.

The sailing boat manned by ten sailors arranged in two parallel rows, with a further crew member facing forward and helmsman in the curved stern with a rudder, with a linen sail, the hull painted red, 130cm long

£30,000 - 50,000 €33,000 - 56,000 US\$37,000 - 61,000

### Provenance:

Scottish private collection, acquired by Esmond Sinauer (d. 1946) in Egypt, possibly Luxor, in the early 20th century, thence by descent.

Esmond Sinauer, born in Australia, moved to London in the early 1900s to attend St. Paul's School, where he became head boy. He then trained as an army officer at the Woolwich Armament School where he passed out as the top cadet and became a career army officer in the Royal Engineers. After winning the MC, he ended his career as the colonel of the regiment and died at the age of sixty-four just before he was due to retire in October 1946.

As a young major in the regiment he was sent to Egypt and Sudan in the early part of the twentieth century. It was during this period that he acquired the boat, said to be from an excavation in Luxor. At the same time he also acquired other Egyptian antiquities, including a bronze Osiris that he mounted on his Rolls Royce car in place of the 'Spirit of Ecstasy'. The car's number plate BL 1059 was inscribed on the base of the Osiris.

# Literature:

Boats were an integral part of Egyptian everyday life and mythology and as such they were considered necessary in the afterlife. Usually two model boats were provided for each tomb, one showing the crew sailing South with the prevailing wind and the other with the crew rowing North. Both papyrus and wooden boats were recreated as models, representing the variety of Egyptian boats. For examples of model boats, cf. S. D'Auria, P. Lacovara, and C.H. Roehrig, *Mummies and Magic: the Funerary Arts of Ancient Egypt*, 1993, p. 114-115.



Colonel Esmond Sinauer M.C. (d.1946)





### **PROPERTY FROM THE COLLECTION OF EUGENE CHESROW**



# 170\*

# AN EGYPTIAN POLYCHROME WOOD FIGURE OF A FEMALE OFFERING-BEARER

MIDDLE KINGDOM, 11TH-12TH DYNASTY, CIRCA 2133-1786 B.C. Provenance: Shown striding forward wearing a close fitting long garment, the left Property from arm raised to steady the offering basket carried on her head, with ochre With Bud Holland, Chicago, 06 May 1980. Accompanied by a copy of coloured skin, the details of the face finely painted, 23.5cm high

£5,000 - 8,000 €5.600 - 8.900 US\$6,100 - 9,800

Property from the collection of Eugene Chesrow, Chicago, 1970s-90s. the invoice.

Christie's, London, 23 April 1980, lot 208.

# Literature:

For a similar example, cf. S. D'Auria, et al., Mummies and Magic, Boston, 1988, p. 102. pl. 36. Such female offering-bearers were common in tombs of the 10th-12th Dynasties. The Bersha Procession group now in the Museum of Fine Arts Boston (acc. no. 21.326), depicts a number of such offering bearers.



# 171\* AN EGYPTIAN WOOD MUMMY MASK NEW KINGDOM, CIRCA 1550-1070 B.C.

**NEW KINGDOM, CIRCA 1550-1070 B.C.** From an anthropoid coffin, the facial features finely carved, with remnants of the paint outlining the eyes, and traces of white gesso on the face and the tall slightly curved wig, *29.5cm high* 

£8,000 - 12,000 €8,900 - 13,000 US\$9,800 - 15,000

# Provenance:

Property from the collection of Eugene Chesrow, Chicago, 1970s-90s. With Bud Holland, Chicago, 24 April 1980. Accompanied by a copy of the invoice.

# **OTHER PROPERTIES**

### 172\*

### AN EGYPTIAN LIMESTONE WALL-PAINTING FRAGMENT FROM THE TOMB OF KEN-AMUN THEBES, NEW KINGDOM, 18TH DYNASTY, REIGN OF AMENHOTEP II, CIRCA 1427-1400 B.C.

The decoration composed of polychrome on plaster, depicting a young man in profile with a short Nubian hairstyle with locks of black hair falling at the forehead and cheeks, the skin in reddish brown with finely-painted brow and eye, the broad collar painted in blue, green and pinkish-cream, the background ochre, set in a perspex frame, *24.9cm high* 

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

### Provenance:

American private collection, California, acquired in 1990, thence by descent.

With Taro Takahashi, December 1990.

Acquired in Cairo, Egypt, 14 April 1975 from licenced Antiquity dealer Sons of Farag el Chaer (licence 116). Accompanied by a copy of the invoice.

Thebes, Tomb TT93, Sheikh Abd el-Qurna, the Theban Necropolis.

### Published:

N. de Garis Davies, *The Tomb of Ken-Amūn at Thebes*, New York, 1930, pl. 52.

Porter and Moss, *Topographical Bibliography: The Theban Necropolis*, 190.

J.-F. Champollion, *Monuments de l'Egypte et de la Nubie. Notices Descriptives*, I, 1844, 599-600.

C.R. Lepsius, *Denkmäler aus Aegypten und Aethiopien*, III, 1849, pl. 63a and 64a; Text III, 274-75.

# Literature:

Kenamun was the overseer of the cattle of Amun and chief steward of Amenhotep II. His mother, Amenemipet, was a wet nurse of Amenhotep II.

The tomb was known of from the early 19th Century and was visited by Champollion and Lepsius among others. In the late 1920s the Metropolitan Museum of Art, New York, fully documented and published the content of the tomb with drawings by N. de Garis Davies.

This fragment depicts a man with a Nubian hairstyle, which was only in fashion among soldiers under Amenhotep II.





### 173 AN EGYPTIAN BRIGHT BLUE GLAZED COMPOSITION SHABTI FOR NESY-PER-NUB THIRD INTERMEDIATE PERIOD, 21ST DYNASTY, CIRCA 1069-945 B.C.

The servant figure shown with a long striped wig with a fillet around the head, the right arm crossed over the left holding two lightly modelled hoes, large rectangular mesh seed bag across the lower back, wearing a heart amulet on the chest, two columns of text on the front: 'Oh shabti say: "I will irrigate (the riparian lands) for the Osiris the God's Father of Amun Nesy-per-nub",' *14.5cm high* 

# £1,200 - 1,500 €1,300 - 1,700 US\$1,500 - 1,800

# Provenance:

UK private collection, in the family since the early 20th Century. Acquired before 1910 by the vendor's Great grandfather, the Victorian artist, J.M.S.

Originally from Deir el Bahri cache II.

# Literature:

For an unidentical shabti for the same man, cf. G. Janes, *Shabtis, a Private View*, Paris, 2002, p.102 no.52.

# 174\*

# AN EGYPTIAN PALE GREEN GLAZED COMPOSITION SHABTI THIRD INTERMEDIATE PERIOD, 22ND DYNASTY, CIRCA 945-715 B.C.

Depicted standing with the hands crossed at the chest to hold implements, wearing a short wig, remnants of a column of text in black on the reverse, *12.8cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

# Provenance:

Swiss private collection, acquired in Egypt in the 19th Century by Ernest Cramer, (1840-1925), Egyptologist and Architect, thence by descent.

# Literature:

There is a shabti with similar wig and shape of the arms in Chiddingstone Castle (Inv. no. 01.0285), whose first titles read:'god's father, god's servant and overseer of secrets of Bastet' Other examples with similar wigs can be seen on the shabtis for Osorkon II and Takelot I, cf J-F. Aubert, *Statuettes égyptiennes, chaouabtis, ouchebtis,* Paris, 1974, pl. 46 and 47.

# 175 A LARGE EGYPTIAN ALABASTER SHABTI NEW KINGDOM, LATE 18TH - EARLY 19TH DYNASTY, CIRCA 1400-1200 B.C.

The male figure shown in daily dress with added painted details, wearing a duplex wig, the arms crossed over the chest, wearing pleated drapery with short sleeves and a long kilt projecting over the feet, a now faded column of hieroglyphic text down the front of the kilt, *32cm high* 

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

# Provenance:

Northern European private collection, acquired in 1978. With Galerie Maspero, Paris, France, 1963. Cariveau family collection, Belgium, acquired in 1952.

# Literature:

Cf. H.D. Schneider, *Shabtis*, Leiden, 1977, p. 237, no. 3.2.5.2-6, pl. 30.







### 176

# AN EGYPTIAN LIMESTONE RELIEF FRAGMENT NEW KINGDOM, LATE 18TH DYNASTY, CIRCA 1300 B.C.

Carved in relief with the seated figures of Ptah, titled 'King of the two lands' and 'Great Seat' by the hieroglyphs above, and 'the Goddess of the West', called 'Hathor, mistress of the West', with part of a large lotus flower in front of Ptah, probably from the top of an offering, the columns of hieroglyphic text: 'For the Ka of ...' (the name of the deceased is missing), 16.5cm x 15cm

# £1,500 - 2,500 €1,700 - 2,800

US\$1,800 - 3,100

# Provenance:

Dr N-A. Gustafsson Collection, Sweden, acquired in the 1950s while working in the Middle East as a U.N. dentist. Thence by descent.

# Literature:

'Hathor, mistress of the West' refers to a form of the goddess revered in the Theban necropolis.

# 177\*

# AN EGYPTIAN BRECCIA JAR

PREDYNASTIC PERIOD, NAQADA III, CIRCA 3200-3000 B.C.

The curving walls tapering towards the flattened base, with a rounded rim and small lug handles, 9cm high

£1,500 - 2,000 €1,700 - 2,200 US\$1,800 - 2,500

Provenance: American private collection, Midwest, acquired in the 1970s.

# AN EGYPTIAN ALABASTER TWO-PART VESSEL NEW KINGDOM, 18TH-20TH DYNASTY, CIRCA 1550-1070 B.C.

Of slender form, the lower section tapering to a narrow point, the upper body and rounded shoulder narrowing towards the cylindrical neck, *32cm high* 

£8,000 - 12,000 €8,900 - 13,000 US\$9,800 - 15,000

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

# Literature:

For a similar jar, cf. Exhibition Catalogue, *Egypt's Golden Age: The Art of Living in the New Kingdom 1558-1085 B.C.,* Museum of Fine Arts, Boston, 1982, pp. 131-132, no. 126. It is suggested that these jars may have been used to pour spiced liquids or to contain perfume









# 179<sup>TP</sup>

# AN EGYPTIAN LIMESTONE RELIEF FRAGMENT NEW KINGDOM, RAMESSIDE PERIOD, 20TH DYNASTY, CIRCA 1186-1070 B.C.

Carved in sunken relief with on the left, the vulture goddess Nekhbet, wearing the atef crown and with the 'was' sceptre, standing beneath her name in hieroglyphs, before her the protective 'Shen' sign, below the 'neb' sign and part of a lily, a writing of Upper Egypt naming Nekhbet as 'Mistress of Upper Egypt', facing Horus, shown as a falcon on top of a serekh, (representing the gated façade of a palace and an alternative to the cartouche for a royal name), part of the Horus name, 'Mighty Bull' within the serekh, behind the falcon a sun disc wrapped around with the protective cobra and ankh signs, *43.2cm x 56.5cm* 

£8,000 - 12,000 €8,900 - 13,000 US\$9,800 - 15,000

# Provenance:

Swiss private collection, acquired circa 1966. With Khawam Brothers, Cairo, Egypt, circa 1940.

# Literature:

Nekhbet the vulture goddess was the patron of Upper Egypt, often in association with Horus as in this particular relief. The shen ring represented eternity and Nekhbet was the protector of the king, of royal children, and in later periods, of all young children and expectant mothers. For further discussion, see R.H. Wilkinson, *The Complete Gods and Goddesses of Ancient Egypt*, London, 2003, pp. 213-5.

# 180 AN EGYPTIAN WOOD AND GILT MUMMY MASK LATE PERIOD, CIRCA 664-332 B.C.

The finely carved features with large recessed eyes and eye brows once for inlays, a long elegant nose, the lips formed in a serene smile, a rectangular hole beneath the chin for the beard, the remains of gilded gesso on the face and black paint on the wig, an old label on the reverse '2210', 29cm long, with a loop for hanging on the reverse

# £4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

# Provenance:

Property from a Dutch private collection, The Netherlands, formed in the 1960s-70s, acquired from Paul Brandt Auctions, Amsterdam, December 1969. Accompanied by a copy of a letter from 1970 discussing the mask.

# 181

# AN EGYPTIAN WOOD AND GILT FALCON LATE PERIOD - PTOLEMAIC, CIRCA 664-30 B.C.

With reddish pigment on the body, multicoloured stripes at the breast, the face gilded with black facial markings, the wig in blue, the headdress missing, *22cm long* 

£1,000 - 1,200 €1,100 - 1,300 US\$1,200 - 1,500

# Provenance:

Thompson Family Collection, Cambridge, UK, (1949-89), acquired in 1949.



180





Raymond Richardson attending a Sotheby's sale, middle row, 5th from the left.

# 182 AN EGYPTIAN BRONZE CAT LATE PERIOD, CIRCA 664-30 B

LATE PERIOD, CIRCA 664-30 B.C. Hollow cast, shown seated upright with forepaws together, its tail curling around the proper right side, the head with large pierced ears with incised linear fur detail, depicted with large convex eyes, with recessed nostrils and incised whiskers, *20cm high* 

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

# Provenance:

Raymond William Richardson Collection, London, UK, acquired in the 1950s, thence by descent.

Raymond Richardson of R. W. Richardson Antiques, London, was a well-established Antiquities dealer in the 1950s-1960s, with a gallery in St. Christopher's Place, near Selfridges.



### 183 AN EGYPTIAN POLYCHROME PAINTED WOOD CANOPIC JAR BOX PTOLEMAIC PERIOD, CIRCA 323-30 B.C.

Each side decorated, the two side panels with three Sons of Horus as mummiform figures, one with Anubis, Imsety and Hapy, the other with Qebhesenuef, Imsety and Anubis, a floral band below, then a row of seated protective deities with knives on their knees, a scale pattern below; one end panel decorated with a shrine surmounted by the head of Osiris wearing the atef crown, flanked by Nephthys and Isis, naming the owner as Takhenme(t) born of Taresy(?), a floral band below, beneath which sit four deities with maat feathers on their knees, flanking a girdle of Isis, scale pattern below; the other end panel with a squatting figure of ??, an ankh sign on the knee, beneath a double headed uraeus, one head wearing the White Crown, the other the Red Crown, a floral band below and four seated protective deities beneath, with knives on their knees, the lid has an Anubis jackal reclining on a shrine with a sekhem-sceptre before him and a flail over his shoulder, *36cm high, 26.4cm width of base, 19.8cm depth of base* 

£12,000 - 18,000 €13,000 - 20,000 US\$15,000 - 22,000

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

# Literature:

For another canopic jar box of similar form cf. S. D'Auria, P. Lacovara, C.H. Roehrig, *Mummies and Magic, the Funerary Arts of Ancient Egypt*, Boston, 1988, no.143.



(detail of lid)





### 184 AN EGYPTIAN BRONZE FIGURE OF OSIRIS LATE PERIOD, CIRCA 664-332 B.C.

Depicted in typical mummiform posture, the hands emerging from the tightly-wrapped long cloak to hold the crook and flail, wearing the atefcrown with frontal uraeus, *12.5cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

# Provenance:

English private collection, acquired in the 1920s by the vendor's great grandmother (b.1861-1950), at the Egyptian Museum in Cairo, thence by descent. Accompanied by copies of journal entries from the collector.

### 185

# AN EGYPTIAN BRONZE FIGURE OF ISIS AND HORUS LATE PERIOD, CIRCA 664-332 B.C.

The seated Isis wearing a close-fitting dress, crowned with the horned solar disc with circlet of uraei, offering her left breast to the infant Horus sitting on her lap, wearing a skull cap with lock of youth, *10.5cm high* 

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

English private collection, acquired in the 1920s by the vendor's great grandmother (b.1861-1950), at the Egyptian Museum in Cairo, thence by descent. Accompanied by copies of journal entries from the collector.



The vendor's great grandmother in Egypt





### **OTHER PROPERTIES**

### 186

# AN EGYPTIAN PAINTED WOOD MUMMY MASK OF A MAN THIRD INTERMEDIATE - LATE PERIOD, CIRCA 1069-332 B.C.

The details in gesso and polychrome, the face painted in green, the eyes inlaid with limestone, the outline of the eye and eyebrows inlaid in bronze, the false beard painted in umber and yellow to resemble a plait, *42cm* 

£4,000 - 6,000 €4,500 - 6,700

US\$4,900 - 7,400

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

### 187

# AN EGYPTIAN CARTONNAGE MUMMY FOOTCASE PTOLEMAIC PERIOD, CIRCA 1ST CENTURY B.C.

The feet painted brick red and shown wearing thonged sandals, with a central frieze of lotus heads and buds, traces of text on either side of the feet, the underside of the base showing the soles of the sandals, the central column with a floral band of lotus heads and buds, *19cm high*, *17cm long* 

# £4,000 - 6,000 €4,500 - 6,700 US\$4,900 - 7,400

### Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

# Literature:

For a similar Roman period footcase in Boston, cf. S. D'Auria, P. Lacovara, and C.H. Roehrig, *Mummies and Magic: the Funerary Arts of Ancient Egypt*, Boston, 1993, pp. 208-9, no. 157.









### 188 AN EGYPTIAN PAINTED WOOD MUMMY MASK LATE PERIOD, CIRCA 664-332 B.C.

With gesso and polychrome, the face of brick red colour, the eyes inlaid with limestone, the eye surrounds and brows inlaid with bronze, *26cm* 

£2,000 - 3,000 €2,200 - 3,400 US\$2,500 - 3,700

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by decent.

# 189

# AN EGYPTIAN LIMESTONE STELE ROMAN PERIOD, CIRCA 1ST-2ND CENTURY A.D.

With curved top, carved in sunken relief with two draped figures, wearing short sleeved tunics, shown with fringed hair, standing with their arms raised, with a jackal sitting at the feet of each figure, 24cm x 22cm

£1,000 - 1,500 €1,100 - 1,700 US\$1,200 - 1,800

### Provenance:

UK private collection, John Brian. Found in a house in Kibworth, Leicestershire, where it had been left in situ since before 1920. The house was previously owned after the First World War until the mid-1960s by an army officer who had served in Egypt and Palestine.

# Literature:

For a similar stele in the British Museum depicting a boy, cf. S. Walker, *Ancient Faces: Mummy Portraits from Roman Egypt*, London, 2000, p. 142, no.94.



# 190<sup>\*</sup> AN EGYPTIAN FAIENCE KRATER ROMAN PERIOD, CIRCA 2ND CENTURY A.D.

With turquoise glazed interior, and dark aubergine-brown exterior decorated in relief with a garland of turquoise leaves around the shoulder, the body applied with foliate sprigs, the strap handles joined to the broad disc rim, with an aubergine glazed knopped lid, *19.8cm* high

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

# Provenance:

American private collection, Midwest, acquired in 2007. With Galerie Gunter Puhze, Freiburg, Germany, 2007. Fiorella Cottier-Angeli Collection, Geneva, Switzerland, 1981-2007.

With H.H. Cahn, Munzen und Medaillen, Auktion 41, 1972, lot 151 (prior to restoration).

Collection of Stift Neuberg (Neuberg Abbey), Heidelberg, Germany, 19th Century.

Stift Neuberg was privately-owned from 1798 until 1926 and a collection of antiquities had been formed by 1893 when the Greek and Roman collection were published. It is believed that the amphora was acquired along with the rest of the collection by Friedrich Alexander von Bernus who had inherited Stift Neuberg from his relative Johann Friedrich Schlosser, a nephew of Goethe. The abbey was sold to the Benedictines in 1926 and has remained a religious establishment since then.

# Literature:

Cf. *Égypte Romaine*, Musées de Marseille, 1997, p.120, no 129. For a discussion of the techniques of this form of foliate relief decoration cf. F. Friedman (ed), *Gifts of the Nile, Ancient Egyptian Faience*, 1998, p.263, no.200.







# AN EGYPTIAN POLYCHROME GILT CARTONNAGE MUMMY ENSEMBLE PTOLEMAIC PERIOD, CIRCA 1ST CENTURY B.C.

Composed of three pieces, one section with a kheker frieze along the top with a lion form funerary bier below, flanked by two Sons of Horus, Hapy and Qebehsenuef, with four mummiform Sons of Horus below, Imsety facing Hapy above Anubis facing Qebehsenuef, 30.5cm x 7.7cm; another section represents a falcon collar with falcon head terminals, with a central winged scarab and strands of floral elements forming the collar, 30.5cm wide, the third section with Nut with out-stretched wings holding maat feathers and kneeling on a plinth, a panel on either side of the head contains two mummiform figures of the Four Sons of Horus, *27.5cm wide* (3)

£3,000 - 4,000 €3,400 - 4,500 US\$3,700 - 4,900

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

### Literature:

The ensemble would originally have included a mask and footcase. For similar cartonnage trappings from the Ptolemaic Period, cf. S. D'Auria, P. Lacovara, and C.H. Roehrig, *Mummies and Magic: the Funerary Arts* of Ancient Egypt, Boston, 1993, pp.193-5, no. 140.

# 192 AN EGYPTIAN POLYCHROME GILT CARTONNAGE MUMMY MASK PTOLEMAIC PERIOD, CIRCA 1ST CENTURY B.C.

With blue tripartite wig, the gilt face with deep red lips and nostrils, black outlines on the eyes and ears with blue beard straps, wearing a stylised floral collar and a decorative fillet, the crown of the head with a scarab pushing the sun across the head, symbolic of regeneration, the shen-sign at the back of the head with a long protective loop of the fillet-tie, *32.8cm high* 

£20,000 - 30,000 €22,000 - 33,000 US\$25,000 - 37,000

# Provenance:

Dutch private collection. Acquired by the collector's grandfather before 1974, thence by descent.

# Literature:

There is a similar cartonnage mummy mask with the same type of exaggerated vivid red lips in the Academy of Natural Sciences of Drexel University, Philadelphia, displayed in the 2016 exhibition, 'Lost Egypt: Ancient Secrets, Modern Science', at the Franklin Institute. Another related Ptolemaic full-lipped mummy mask can be seen at the University of Memphis, Institute of Egyptian Art and Archaeology, inv. no. 1985.3.1d.



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# NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

### Contractual Description of a Lot

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

### Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

### **Condition Reports**

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buver*.

### The Seller's responsibility to you

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### Bonhams' responsibility to you

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

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### Alterations

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Biddie* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

### **Bidding in person**

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

### **Bidding by telephone**

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

### Bidding by post or fax

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

### Bidding via the internet

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

### Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/ or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

# 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased:

25% up to £100,000 of the *Hammer Price* 20% from £100,001 to £2,000,000 of the *Hammer Price* 12% from £2,000,001 of the *Hammer Price* 

The Buyer's premium is payable for the services to be provided by Bonhams in the Buyer's Agreement which is contained in the Catalogue for this Sale and for the opportunity to bid for the Lot at the Sale.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of  $\pounds$ 1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

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

### 8. VAT

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

The following symbols are used to denote that VAT is due on the Hammer Price and Buyer's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buver's Premium
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for *Lots* purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

### 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

### 11. SHIPPING

Please refer all enquiries to our shipping department on: Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805 Email: shipping@bonhams.com

### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export Licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

### 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

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

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

### 15. BOOKS

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

### 16. CLOCKS AND WATCHES

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

### 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### **Guns Sold as Parts**

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

### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### Original Gun Specifications Derived from Gunmakers

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

### Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

### **Taxidermy and Related Items**

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

### **18. FURNITURE**

### **Upholstered Furniture**

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

### 19. JEWELLERY

### ≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non–Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale. Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

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

### **Estimated Weights**

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

### Signatures

### 1. A diamond brooch, by Kutchinsky

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

# 2. A diamond brooch, signed Kutchinsky

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

# 3. A diamond brooch, mounted by Kutchinsky

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

### 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

"Bill Brandt": in our opinion a work by the artist.

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

### 21. PICTURES

### Explanation of Catalogue Terms

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

- "Jacopo Bassano": in our opinion a work by the artist.
   When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date:
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

### 22. PORCELAIN AND GLASS

### **Damage and Restoration**

For your guidance, in our Catalogues we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

### 23. VEHICLES

### The Veteran Car Club of Great Britain

### **Dating Plates and Certificates**

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

### 24. WINE

Lots which are lying under Bond and those liable to  $V\!AT$  may not be available for immediate collection.

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

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

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

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

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

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

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

### SYMBOLS

# THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

# DATA PROTECTION - USE OF YOUR INFORMATION

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

### APPENDIX 1

### CONTRACT FOR SALE

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

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

### 1 THE CONTRACT

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

1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

### SELLER'S UNDERTAKINGS

2

- 2.1 The Seller undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
   the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
   6.1
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with *the Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description or Estimate* which may have been made by or on behalf of the Seller including by *Bonhams*. No such *Description or Estimate* is incorporated into this *Contract for Sale*.

### FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

### RISK, PROPERTY AND TITLE

4.2

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- Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

# PAYMENT

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

### COLLECTION OF THE LOT

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7.5

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
  - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

# 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

# THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

# 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### GOVERNING LAW

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

### **APPENDIX 2**

# BUYER'S AGREEMENT

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

### 1 THE CONTRACT

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

### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

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- Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [<sup>AR</sup>], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
  - Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

### COLLECTION OF THE LOT

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- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of  $\Omega$  plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

### STORING THE LOT

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6.1

6.2

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

### RESPONSIBILITY FOR THE LOT

- Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
  - You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

### 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.3

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

# 9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium, WAT* and *Expenses* paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

# 10 OUR LIABILITY

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

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

### MISCELLANEOUS

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- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### GOVERNING LAW

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

### DATA PROTECTION - USE OF YOUR INFORMATION

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

### **APPENDIX 3**

### DEFINITIONS AND GLOSSARY

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

# LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession. "Contract Form" the *Contract Form*, or vehicle *Entry* form, as

applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "\VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

### GLOSSARY

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

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

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

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

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*. "lien": a right for the person who has possession of the *Lot* to

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- In a contract of sale, other than one to which subsection
   (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art U.S.A Fredric Backlar +1 323 436 5416

American Paintings Kayla Carlsen +1 917 206 1699

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Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK Mark Oliver +44 20 7393 3856 U.S.A Frank Maraschiello +1 212 644 9059

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Golf Sporting Memorabilia Kevin Mcgimpsey +44 131 240 2296

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art IK India Phillips +44 20 7468 8328 U.S.A William O'Reilly +1 212 644 9135

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Islamic & Indian Art Oliver White +44 20 7468 8303

Japanese Art UK Suzannah Yip +44 20 7468 8368 U.S.A Jeff Olson +1 212 461 6516

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Modern Design Gareth Williams +44 20 7468 5879

Motor Cars UK Tim Schofield +44 20 7468 5804 U.S.A Mark Osborne +1 415 503 3353 EUROPE Philip Kantor +32 476 879 471

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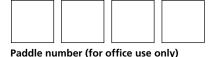
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