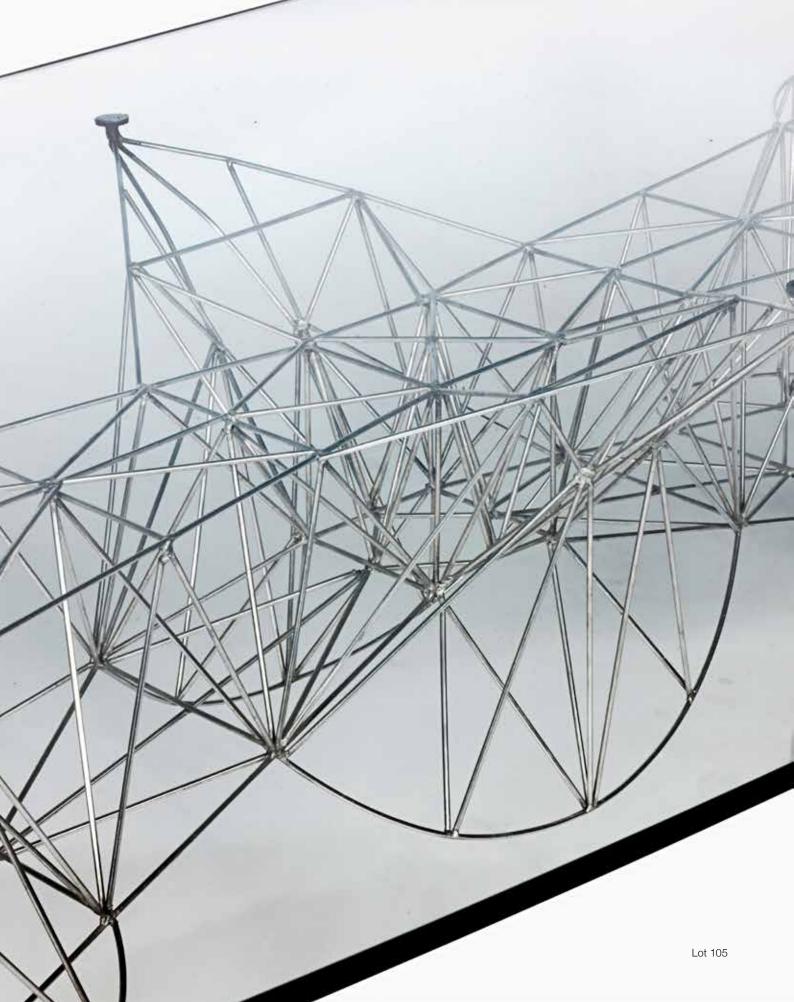
# Bonhams















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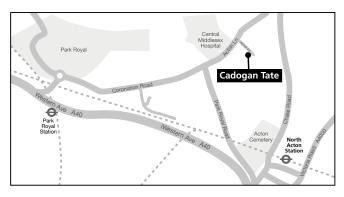
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Michael Moorcroft Gold boxes & Vertu 1<sup>TP</sup>

#### **VLADIMIR KAGAN (AMERICAN, 1927-2016)** BOOMERANG TABLE, DESIGNED 1952 AND MANUFACTURED BY KAGAN-DREFUS AT LONG ISLAND CITY, NEW YORK, LATE 1960S

Mosaic tiles, brass binding, walnut 130cm x 98cm x 36cm

£7,000 - 9,000 €8,000 - 10,000 US\$9,200 - 12,000

#### Provenance

The collection of a friend and associate of Vladimir Kagan, thence by descent.







 $2^{TP}$ 

**VLADIMIR KAGAN (AMERICAN, 1927-2016)** FLOATING BACK AND SEAT SOFA, DESIGNED C.1952 AND MANUFACTURED BY KAGAN-DREFUSS AT LONG ISLAND CITY, NEW YORK, LATE 1960S

Original saddle-leather upholstery, walnut legs, bears label to the underside of the seat 206cm x 139cm x 78cm

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

#### Provenance

The collection of a friend and associate of Vladimir Kagan, thence by descent.





 $3^{TP}$ 

#### AMANDA LEVETE (BRITISH, B.1955) AND FUTURE SYSTEMS **CHESTER SOFA FROM A LIMITED EDITION OF 12, DESIGNED** 2006 AND MADE BY ESTABLISHED & SONS LTD., UK

Stitched leather, wooden frame and horsehair, the buttons impressed Established & Sons 360cm x 135cm x 68.5cm

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

Only six of the edition of 12 were ever sold on the open market, numbers 5-10. Although un-numbered this sofa will be either 5,6,7, 9 or 10, number 8 having been offered by PHILLIPS, DESIGN, 30th April 2009, lot 81. In 2006 the price of the sofa was £60,000.

Further Reading: Jennifer Hudson, 1000 Designs and where to find them: A 21st Century Sourcebook, published by Laurence King, 2006.

#### INGO MAURER (GERMAN, B.1932) **EL.E DEE LAMP, DESIGNED AND MANUFACTURED 2001**

Circuit board, steel, ball-and-socket mechanism, vice-grip pliers, signed in pen and dated 2001 37cm x 23cm x 52.5cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000



5<sup>TP</sup>

#### A FINE ISFAHAN CARPET

the central field with floral sprays and leaves, on a cream ground, set within a highly decorative red border, a signature discernible on one end, reading 'Isfahan Mamory,'

470cm x 317cm

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of the 6.8.2018







### A PAIR OF LATE-19TH CENTURY GERMAN SILVER SEVEN-LIGHT CANDELABRA

one stamped for Eugen Marcus, Berlin

The seven lights with removable nozzles and drip-pans, supported on scroll branches, the stems formed as twisted coral surrounding a merman and putti on one, and a nymph and putti on the other, height 64cm, weight 313oz. (2)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

#### A LARGE SILVER MODEL OF A COCKEREL

by Neresheimer & Söhne of Hanau, late 19th / early 20th century Modelled standing, finely chased, with a detachable head, height 48cm, weight 98oz.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900





#### еΥФ

#### A CHRYSANTHEMUM PATTERN SILVER-GILT COFFEE SERVICE

by Tiffany & Co, pot stamped 'TIFFANY & CO, STERLING SILVER', pattern and order numbers 6718 and 4340, 1892 - 1902 period marks under the directorship of Charles L Tiffany, the cup holders and saucers, with John C Moore period marks, post 1907, saucers with pattern and order numbers, 14783 and 3279,

Comprising: a coffee pot and ten silver-gilt cup holders and saucers with porcelain liners, the pot with shaped elongated neck and shapedoval, with applied foliate central band on foliate bracket feet, handle with ivory insulators, open-work foliate holders and shaped-circular saucers with foliate bands, the cream coloured porcelain liners with the mark of Lenox for Tiffany & Co, each interior with corresponding gilt foliate bands, pieces with French 'swan' import mark, all pieces engraved oval reserves with monogram, in a fitted box, height pot 24cm, cups 5.2cm, saucers diameter 9.8cm, weight of pot 20.9oz.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

(detail)

### A LATE-19TH CENTURY SILVER VASE

£3,000 - 5,000

€3,400 - 5,700

by Tiffany & Co, Edward Moore period, stamped 'TIFFANY & CO, STERLING SILVER', pattern number for 1875, pattern and order numbers 3567 - 6438

In the 'Japanesque' style, with applied fish swimming amongst water lilies above a frieze of stylised ripples and flowers, a fly landing on the shoulder, oblivious to the dangers below, height 19.5cm, weight 9.5oz.

US\$4,000 - 6,600

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

#### A RARE ARTS AND CRAFTS SILVER SEVEN-PIECE 'COUNTRY GARDEN' TEA AND COFFEE SERVICE INCLUDING A LARGE **TWO-HANDLE TRAY**

maker's mark for Johnson, Walker & Tolhurst Ltd, London 1904, signed 'L. Movio, 1904', the kettle on stand and hot water pot, maker's mark Godfrey, Bell & Godfrey Ltd, London 1920, signed 'L. Movio' Baluster forms with spot hammered surfaces, each piece chased with bands of entwined flower blooms and leafy stems in high relief, a dog rose with thorny stems, poppy, nasturtium and sweet pea, comprising a teapot, coffee pot, two-handled sugar bowl and cream jug, the large two-handled tray depicting each of these four flowers to each quarter section of the border, later kettle on stand and hot water pot, chased with convolvulus, blackberries, pots with ivory insulators, length of tray handle to handle 75.5cm, height of kettle 33cm, weight 288oz. (7)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000



(detail)

#### Provenance

From the private collection and descendant of a past owner of Johnson, Walker & Tolhurst, who purportedly, originally commissioned the service.

The facsimile signature of Latino Movio (1858 - 1949) has been noted on chased and embossed Arts & Crafts silver pieces hallmarked between 1901 and 1907.

Although very few details about his life and work have come to light, he appears in the 1911 census as an Italian 'artist in metal repoussé'. His son and daughter are recorded living in the same house as a 'brass finisher and chaser' and 'art metal teacher' respectively.

Given the style of his work, and the date when his signature begins to appear on silver, it seems probable that he was employed in the workshop of Gilbert Marks whose output ceased around 1902 because of illness. Further weight is lent to this argument by the fact that Movio's facsimile signature turns up on items bearing the 'maker's mark' of Johnson. Walker & Tolhurst for whom Marks worked and at whose showrooms he exhibited his silver from 1895 to 1901. A likely scenario is that Movio continued to work for them (as well as for other retailers) on his own account after leaving the employ of Marks, applying his own signature in the same style.

Movio last appears as a 'chaser' in a 1934 trade directory.



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

#### FURNITURE, WORKS OF ART AND GOLD BOXES FROM THE A.C.J. WALL COLLECTION AT MIDDLETON PARK, LOTS 11-20



Gerald Leslie Brockhurst, RA, RP, RE (British, 1890-1978), Portrait of A.C.J. Wall, Bonhams, New Bond Street, 23th June 2015

A.C.J. Wall, who was a successful businessman and industrialist born in Sutton Coldfield near Birmingham, amassed a significant collection of English 18th century furniture in conjunction with an impressive array of ceramics, gold boxes, silver, paintings, works of art and Chinese porcelain. Wall housed his collection at Middleton Park, in Oxfordshire, which was the home he bought in 1946.

He was renowned as a patron of the arts - even sitting for a portrait bust executed by the celebrated sculptor, Sir Jacob Epstein KBE (1880-1959). A large proportion of Wall's collection was sold by Christie's in 1970, much of which was purchased by leading international museums.

#### Middleton Park

During the 17th century a castle, which had in fact been built in the reign of King Stephen (1135-1154) within the proximity of the current Middleton Park, was purchased by John Harman of Taynton. John Harman's son then oversaw the construction of a mansion on the present day site of Middleton. Subsequently one of his descendants, called Edmund Denton, sold the property in 1711 to the Honourable Henry Boyle, who was a cousin to the renowned Earl of Burlington.

After various other owners and architectural alterations, including a period during the mid-18th century when Middleton Park was under the tenure of William Villiers, the 3rd Earl of Jersey, the 19th century version of the house with its stone facade was ultimately demolished in the early 20th century. Following that, the celebrated architect Sir Edwin Lutyens was responsible for the building which still stands at Middleton today. Lutyens, who both designed and oversaw the construction of the current house during the period 1934-8, seemingly modelled it on great classical architecture of the 17th and 18th centuries, very much in keeping with the contents of its interior.



The façade of Middleton Park



Showing lots 11 and 16 in situ at Middleton Park

#### A LARGE LATE 16TH / EARLY 17TH CENTURY BRONZE FIGURAL **GROUP OF VENUS AND CUPID**

formerly attributed to Johann Gregor van der Schardt (Flemish, circa 1530-ater 1581), or Jérôme Duquesnoy Jr. (Flemish, 1602-1654), circa 1570-1640

the nude goddess standing in contrapposto looking to sinister, her hands above the infant Cupid, the separately cast putto gesticulating up at her, dark brown mottled and lacquered patina, raised on a later polished wood circular shallow plinth base, 41cm high, 45cm high including base

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

This unpublished group of Venus and Cupid is related to a series of other known examples with a female figure standing in a similar position to that of Venus, but in a variety of different contexts, which leads to a complex situation with regard to the attribution of the original composition as follows:

I)

In a group with the two figures integrally cast with a large dolphin, doubled up beneath their feet to act as a fountain, once in the Farnese collection in Parma and now in the Capodimonte Museum, Naples. It has been connected (H. R. Weihrauch, Europäischen Bronzestatuetten, Braunschweig, 1967, pp. 324-25, fig. 394) with an item noted in his account book by Willibald Imhoff of Nuremburg in 1572, a model by 'Jan de Zara' (i.e. J. G. van der Schardt) of 'a woman with the child, representing Maritime Fortune'. The sculptor had also executed portraits in polychrome terracotta of Imhoff and his wife (Berlin).

In another series of statuettes she is shown with a sea-snail shell extended in her right hand and resting her weight on a tree-stump at the opposite side. An example of this was shown in a painting of 1652 by David Teniers the Younger (1610-1690), standing high up on top of a wooden doorway or cupboard, in the collection of the Archduke Leopold Wilhelm in Brussels, when Governor of the Spanish Netherlands (both statuette and painting are in the Kunsthistorisches Museum, Vienna). It stands on an integrally cast square plinth, which accounts for its greater height than the present figure of 49.2cm.

This model has been attributed to Jérôme Duguesnoy Jr., who was the Archduke's court-sculptor, independently by Leithe-Jasper and Avery (M. Leithe-Jasper, Renaissance Master Bronzes from the Kunsthistorisches Museum Vienna, exh. cat., National Gallery of Art, Washington D.C., 1986, pp. 274-76).

Some other examples are: Amsterdam, Rijksmuseum; Copenhagen, Statens Museum for Kunst; formerly New York, Washington, Arthur M. Sackler Collection, sold Sotheby's, New York, 29 January 2010, lot 459; Toledo, Ohio, Museum of Art).

A nearly identical, but more lightly cast, bronze of Venus appeared on the art market a little before 2010 with the initials, 'F.F.F.', of Francesco Fanelli (1577- after 1657), but there is no particular reason to suppose that it was he who invented the composition.

If this were the case, then clearly Weihrauch's attribution to Van der Schardt in 1572 would fall by the wayside.

With the emergence of the present particularly attractive figural group, further study may therefore elucidate the situation.



#### A GEORGE III MAHOGANY TEA TRAY

circa 1760

The rectangular base encompassed by an everted gallery pierced with elongated trefoils, sexafoils and side handles, surmounted by a flowerhead and foliate carved top edge, on a moulded base, 65cm wide x 44cm deep x 10cm high, (25 1/2in wide x 17in deep x 3 1/2in high)

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

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.





lot 13 in situ at Middleton Park



13<sup>TP</sup>

#### A GEORGE II CARVED WALNUT STOOL

circa 1730, probably after a design by William Kent With a petit point floral needlework seat above a shaped and scrolled foliate-edged seat frame centred to each side with a carved faun mask, on scallop shell and bellflower pendant clasped scrolled cabriole legs carved with hock hair, terminating in paw feet, with an ivorine plaque which reads: 'Frank Partridge, Works of Art, 26 King St., St. James's and New York', and also a printed paper label which reads: 'The Property of C.B.O. Clarke' 65cm wide x 49cm deep x 45cm high, (25 1/2in wide x 19in deep x 17 1/2in high)

£12,000 - 18,000 €14.000 - 21.000 US\$16,000 - 24,000

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

The present lot appears illustrated in R. Edwards, The Shorter Dictionary of English Furniture, 1969, London, p. 505, fig. 35, where it is dated circa 1725 and also recorded as then forming part of the Donaldson Collection.

The design of the offered stool closely relates to a suite of exceptional Palladian side chairs and a matching settee evidently executed after a design by William Kent (1685-1748). This comparable suite was originally supplied for Houghton Hall in Norfolk, where it remains to this day. These Houghton chairs, which are upholstered in particularly fine green velvet, are each carved with a very similar central faun mask to that featuring on the present walnut model.

There are also shared similarities in the scrolled and exaggerated cabriole shape of the legs, the conforming hock-carved hair, the distinctive serpentine form of the seat frames and use of motifs such as shells and lion paw feet. The giltwood set were made for the Main State Apartment and today are divided among the Drawing Room, Tapestry Dressing Room and Green Velvet Bedroom at Houghton. One of these chairs is also housed at the Victoria and Albert Museum, W. 25: 1-2002, where it resides in Room 133, the Dr Susan Weber Gallery.

Another distinctive characteristic that both the Houghton suite and the offered example have in common is their construction. They have beech rails, carving which is backed with pine and also pine blocking all of which provides these pieces with essential additional strengthening and probably explains why they remain in such good overall condition.





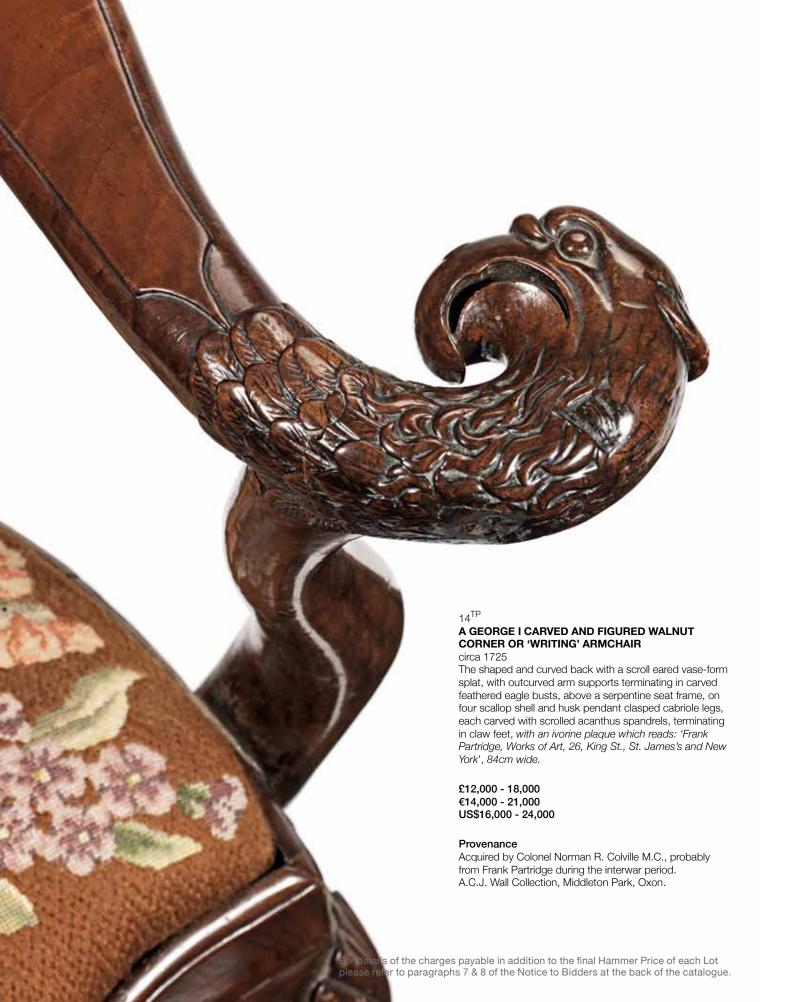
#### Houghton Hall and William Kent

Houghton was the historical home of Britain's first Prime Minister Sir Robert Walpole (1676-1745), who was responsible for its construction during the 1720s. Although the earliest architectural work on Houghton was put into effect by James Gibbs (1682-1754) from 1722 onwards, it was William Kent who took over control of the interior decoration and furnishing of the main floor in 1725.

The building itself is one of the most important and earliest examples in Britain of the Palladian style, which reached its height of popularity during the 1730s. However perhaps its most distinctive feature, the domed turrets, was in fact the invention of Gibbs.

The aforementioned Kentian set of side chairs, with their attractive original green silk velvet upholstery, were supplied to accompany the incredibly impressive bed, also designed by Kent, which is hung with a similar but even more beautiful green velvet material. The result is that they perfectly complement each other within a bedroom devoted to Venus, the Roman goddess of sleep and love, whose symbolic colour was green. Added to this, the tapestries hanging in the room depict the love of Venus and Adonis while the bed itself is surmounted by a double shell, the main emblem of Venus and a reminder of her shell chariot.

(the underside)





An exactly identical companion to the present lot, or possibly even the present armchair itself, is illustrated in R. Edwards, The Shorter Dictionary of English Furniture, 1969, London, p. 137, fig. 81. The author, who defines it as a 'writing chair', dates its execution to circa 1720 and also notes it as forming part of Colonel N.R. Colville's collection at the time of the Dictionary's publication.

Edwards explains how this relatively rare form of chair, with three front legs and only one rear leg, was of a type predominantly produced during the first quarter of the 18th century. However, it is apparent that this 'writing chair' model clearly evolved into what came to be known as the 'corner chair' during the reign of George II. Essentially over the course of the second quarter of the 18th century the two flanking front legs were evidently moved to a different position so that all four legs were then evenly spread out and each leg was secured to a corner point of the seat.

Barely any information is available about Colonel Norman Colville other than the fact that he appears to have acquired an excellent collection of Georgian furniture over the course of the interwar period.

An additional image of the underside of lot 14 is available to view online at bonhams.com.



the ivorine plaque



15<sup>TP</sup>

#### A GEORGE III CARVED MAHOGANY AND PARCEL GILT GAINSBOROUGH CHAIR,

circa 1760, in the manner of Saunders and Bradshaw With scrolled acanthus and rosette clasped outswept arm terminals above an S-scroll and scrolled foliate carved seat frame centred by a shell to the front and a cabochon embedded spray to each side, on rocaille and shell wrapped cabriole front legs terminating in acanthus clasped scroll feet, with splayed rear legs, 69cm wide.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

A comparable Gainsborough chair to the offered lot appears illustrated in C.C. Stevens and S. Whittington, 18th Century English Furniture, The Norman Adams Collection, 1989, Woodbridge, p. 40.

Also, a pair of related examples, which are parcel gilt in a similar way to the offered chair, feature in the same book, Ibid, pp.'s 41 & 45. These latter models have provenance to Hornby Castle, in Yorkshire, and were possibly supplied to the Duke of Leeds in circa 1760 during which time Hornby was being re-built and most likely also re-furbished.

16<sup>TP</sup>

#### A GEORGE III MAHOGANY, KINGWOOD BANDED, TULIPWOOD CROSSBANDED, PURPLEWOOD AND FRUITWOOD INLAID **URN TABLE**

circa 1775

Of serpentine outline with projecting angles, the waved galleried top inlaid with a central star medallion, above a slide and a shaped fluted frieze interspersed with carved rosettes, on slender bead-and-reel channelled cabriole legs each headed by a foliate spray and husk pendant, terminating in acanthus clasped feet and brass castors, 39cm wide x 39cm deep x 70cm high, (15in wide x 15in deep x 27 1/2in high)

£3,000 - 5,000 €3.400 - 5.700 US\$4,000 - 6,600

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.



#### A GEORGE III CARVED MAHOGANY TRIPOD TABLE

the top is apparently associated to the column and base

The circular tilt-top with a raised moulded 'pie crust' edge, on a fluted and ring turned foliate-wrapped baluster column, above an egg-anddart moulded collar, with three scrolled acanthus clasped downswept legs, each with rocaille carved C-scroll ears, terminating in claw feet, with an ivorine plaque which reads: 'Frank Partridge, Works of Art, 26 King St., St. James's and New York'

56cm wide x 55.5cm deep x 72cm high, (22in wide x 21 1/2in deep x 28in high)

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

A mid 18th century tripod table with a virtually identical column, base and carving to the present lot sold Christie's, 8 June 2006, Important English Furniture, lot 16. Another comparable example sold Christie's, 6 July 2000, Important English Furniture, lot 61.

A further related tripod, likewise dated circa 1750, appears illustrated in C.C. Stevens and S. Whittington, 18th Century Furniture, The Norman Adams Collection, 1989, Suffolk, p. 295.







18<sup>TP</sup>

#### A PAIR OF CHINESE EXPORT 18TH **CENTURY REVERSE PAINTED MIRRORS**

Each rectangular plate decorated with seated figures playing assorted musical instruments, exotic birds, trees and flowers, with fishing boats on a river beyond and buildings scattered amidst a rural landscape background, within a giltwood frame with a gadrooned surround, 71cm high x 45cm wide. (2)

£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

18



(detail)



19

#### A MID-18TH CENTURY GOLD AND BLUE ENAMEL OVAL BOX

maker's mark 'IIH' beneath a twin-pointed crown surrounded by laurel sprays to the base and cover, a further mark to the rim, possibly a 19th century French import mark, possibly German

Oval, the cover with a central spray of flowers in blue bas taille enamel on a rayed ground, surmounted by a floral garland in similar enamel within an engraved shell border, the sides with a blue enamel floral garland on a chevron ground with upper and lower shell borders, the base with similar blue enamel flowers on a rayed ground, length 6.5cm, weight 97gms.

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 40,000

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

The 'IIH' monogram remains one of a number of enigmatic maker's marks that appear on a series of high quality gold boxes that have yet to be identified. The mark appears with the laurel sprays arranged differently around the lettering and crown. For another example, see Serge Grandjean, Les tabatières du musée du Louvre, Paris, 1981, no. 596.

The style of the engraving and the use of blue enamel might suggest London or Stockholm but the informality of the marks suggests Germany. Hanau can probably be discounted as the city of production as Lorenz Seelig has put forward the theory that boxes made in Hanau had marks on the rim similar to Parisian discharge mark (a shell for 18 carat gold and a shell for 19 carat gold); the present lot has neither, see Eighteenth century Hanau gold boxes, silversocietyofcanada.ca, 2015, p.33.

A box with similar marks and impressive later additions and provenance was sold recently at Sotheby's, Treasures, 4th July 2018, lot 90.



20

#### A LOUIS XV VARI-COLOURED GOLD OVAL BOX

maker's mark rubbed, possibly Jean-Joseph Martlet, Paris 1770 Oval, the cover with a central chased panel of the trophies of love, a lute, a quiver of arrows and a burning torch, the frame draped in yellow gold laurel garlands, flanked by chased flutes and further yellow gold laurel garlands within a stiff leaf border, the sides with similar oval reserves with chased trophies on a band of flutes and laurel beneath a guilloche band of shells and flowerheads, the base with an oval reserve of musical trophies on a similar ground, length 6.2cm, weight 84gms.

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

#### Provenance

A.C.J. Wall collection, Middleton Park, Oxon.

#### **VARIOUS PROPERTIES**



#### 21

#### A LOUIS XVI GOLD AND ENAMELLED SNUFF BOX

by Jean-Etienne Blerzy, Paris 1783

Oval, the cover with a central painted panel of Venus and Cupid by an altar in an Arcadian landscape within a frame of pearlescent beads and translucent green leaves on a ground of royal blue enamel heightened by stellar and pellet paillons, within a 'pearly' and foliate border, the sides with similar stellar panels separated by 'pearly' and foliate pilasters below a band of leafy swags, the base with similar stellar and pellet decoration within a 'pearly' and foliate border, length 7cm, weight 95.5gms.

£7,000 - 9,000 €8,000 - 10,000 US\$9,200 - 12,000



#### A LOUIS XVI THREE-COLOUR GOLD AND ENAMEL BOX

by Claude-Pierre Pottier, Paris 1786

Circular, the lid inset with an earlier Russian ivory plague carved with the portrait, almost in profile, of Anna Ivanova, Empress and Autocrat of all the Russias (reigned 1730-1740), within a border of laurel, within curled gilt-paper and split pearl borders, the base with a contemporary ivory Alchemical panel carved à jour with an altar decorated with the hexagram of the seven metals encircled by the ourobic dragon and serpent, to the right Hercules holding a shield emblazoned with the symbol of Sol and a serpent with the Hydra at his feet all beneath pedimented canopy engraved 'Veritatis Templum', the seven steps to which are guarded by a pair of sphinxes, with serpents strewn at the foot, to the left an obelisk decorated with the Chain of Homer and below a figure of a scholar with three crucibles, all beneath a rayed sky with clouds and six stars, the sides with matte blue enamel ground and cagework mounts chased with cornucopia, laurel and roses, the gold lined interior with later presentation inscription, 'MAJOR ORDE/9th Lt Dragons/To Capt. Chapman/Monte Video/21st June 1807,' in a red leather carrying case, diameter 8.4cm.

£3,000 - 4,000 €3,400 - 4,600 US\$4,000 - 5,300

#### Provenance

Charles Ward Orde, born Northumberland 1776, created Major in the 9th Light Dragoons, 17th July 1806, retired 8th February 1810 and died in the same year. He married Maria Browne, née Chapman, 8 December 1808. He has one son Charles William Orde who succeeded to the estates of his uncle. Thence by descent to the present owner through the Browne, Chapman and Orde families.

The 9th Light Dragoons took part in Sir Samuel Auchmuty's disastrous expedition to the River Plate in October 1806, including the occupation of Montevideo in February 1807 during the Anglo-Spanish War.

Alchemy is a philosophical and protoscientific tradition practiced throughout Europe, Africa, and Asia. It aims to purify, mature, and perfect certain objects. The Chain of Homer represents this progression through the elements from Chaos and Confusion to the Consummate Perfection or Universal Quintessence. A common aim was chrysopoeia, the transmutation of base metals (e.g. lead) into noble metals (particularly gold). Interestingly, Isaac Newton (1642 - 1727) devoted considerably more of his writing to the study of alchemy than he did to either optics or physics, though these manuscripts were not published until 1936. During Newton's life time, the government specifically forbad the research into creating a Philosopher's stone as they feared that the value of gold would be eroded.







23<sup>Y</sup>

#### AN EARLY 19TH CENTURY TORTOISESHELL AND GOLD BOX unmarked

The cover set with an eye painted in water colour on vellum, the gold lining inscribed on the underside 'NULLI SECUNDUS Always be the Swell', along with a series of nicknames, the base similarly lined, in a red leather carrying case, together with a handwritten note, dated 1902, detailing the provenance, diameter 9.5cm.

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000

#### Provenance

The will of Benjamin Chapman, Dawlish 1850, leaves to his nephew, Benjamin Chapman Browne, '...the tortoiseshell Snuff box lined with gold voted to me by the regimental mess.'

Thence by descent through the Browne and Orde families.



#### AN 18TH CENTURY GOLD AND MOTHER-**OF-PEARL CORKSCREW**

unmarked, possibly Dutch

The mother-of-pearl handle shaped as an elongated barrel with gold hoops, the ends with glazed lenses to form a miniature spy glass, with reeded gold mount on a steel helix, with reeded gold sheath cover, in a gilt-tooled brown leather carrying case, height 6.8cm.

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000

#### A VARI-COLOURED GOLD KNOTTING SHUTTLE

almost certainly late 18th century, apparently unmarked apart from a later Dutch Tax mark

Typical navette form, each side with a central oval reserve chased with armorial trophies in yellow, rose and white gold on a ground of chased and pierced flutes within a Greek key border on a sable ground, length 11cm, weight 42gms.

£3,000 - 4,000 €3,400 - 4,600 US\$4,000 - 5,300

Knotting was a popular type of needlework practiced in the 18th century. Thread was wound onto the shuttle to allow for knots to be tied in it at close intervals, see Charles Truman, The Wallace Collection catalogue of Gold Boxes (2013), page 110.





The following four boxes were bought in the Dr Anton C R Dreesmann Collection sale in 2002 by a private European collector. Further boxes bought at this sale will be coming up in two future Bonhams sales: Fine European Ceramics, Bond St, 6th December 2018; Home & interiors, Knightsbridge, 11th December 2018.

#### A LOUIS XV GOLD-MOUNTED MOTHER-OF-PEARL SNUFF BOX

with the charge and discharge marks of Julian Berthe, Paris 1750-56 Rectangular, the cover with a panel of engraved mother-of-pearl inset with roundels of darker shell, each centred with a gold flowerhead, with reeded hinge mount and plain sides, the base with an engine turned panel of pearly shell with similar gold flowerhead bosses, length 5.6cm.

£2,200 - 2,800 €2,500 - 3,200 US\$2,900 - 3,700

#### Provenance

Dr Anton Dreesmann, inventory number F208. Christie's, 11th April 2002, lot 917. Private European collection.

#### A LATE 18TH/EARLY 19TH CENTURY GERMAN GOLD **PORTRAIT BOX**

marks rubbed, possibly by Esais Fernau, Hanau, the miniature after Sicardi, also with later Dutch import mark

Oval, the cover set with an oval portrait miniature on ivory of a bewigged Bacchante wearing a leopard skin dress, within a laurel and ribband frame on a linear engine-turned ground with laurel and ribband border, the sides with a festoon and bead band on sable ground, the linear panels separated by pilasters of chased musical trophies and a lower band guilloche ribbons, length 8.6cm, weight 115.5gms.

£3,000 - 4,000 €3,400 - 4,600 US\$4,000 - 5,300

#### Provenance

Dr Anton Dreesmann, inventory number F15. Christie's, 11th April 2002, lot 801. Private European collection.



29Y Φ

#### A LATE 18TH/EARLY 19TH CENTURY TORTOISESHELL AND **GOLD MOUNTED SURPRISE SNUFF BOX**

the portrait miniature by Samuel Shelley (1750/56 - 1808), signed to the backing paper S. Shelley / Henrietta St / Co t Garden

Oval, the cover with a secret compartment with spring-operated, flushhinged cover engraved with a JR monogram within a sunburst opening to revel a portrait miniature on ivory of a young girl in a pink dress, facing left, with curled brown hair, with bright-cut hinge-mount on a plain shell base, length 8cm.

£1.500 - 2.000 €1,700 - 2,300 US\$2,000 - 2,600

#### Provenance

Sir Julian Goldsmid, Bt, Christie's, London, 8th June 1896, lot 65 (as by Cosway, £75 to Hodgkins).

Anonymous sale, Christie's, London, 24th November 1981, lot 38 (to Dreesmann)

Dr Anton Dreesmann, inventory number F134. Christie's, London, 11th April 2002, lot 890. Private European collection.

#### Literature

D. C. Williamson, Richard Cosway, R. A. London, 1897, p.110 (as by Richard Cosway).

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



#### A LOUIS XVI VARI-COLOURED GOLD SNUFF BOX

by Jean-Louis Desir. Paris 1775/76

Circular, the hinged cover with applied lemon gold stiff leaf border on a linear engine-turned ground, the sides and base with similar decoration, diameter 7.8cm, weight 117gms.

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,600

#### Provenance

Dr Anton Dreesmann, inventory number F160. Christie's, 11th April 2002, lot 825. Private European collection.





#### A MID-18TH CENTURY GOLD AND MOSS AGATE SNUFF BOX unmarked, circa 1750

Circular, the hinged cover set with a moss agate panel with a richly chased frame with panels depicting hounds and fowl and sprays of flowers, the base with scroll-shaped sides on a hatched base, containing an old paper label: 'This snuff box was presented by Frederick Prince of Wales to Rich, Manager of Covent garden' diameter 5.9cm, together with the Book of Common prayer (printed in 1736) that belonged to Henrietta Rich. (2)

£3,000 - 4,000 €3,400 - 4,600 US\$4,000 - 5,300

John Rich (1692-1761) was an important director and theatre manager in 18th century London. He married three times; his first wife, Henrietta Brerewood, on 7th February 1717 in St Clement Danes; she died in 1725. His second wife, Amy, was the mother of seven of his children: two sons and five daughters, including Henrietta, born 2nd January 1726.

John Rich's will is long and complex, dealing mostly with the shares and profits from the theatre; it does not mention any specific possessions. Family history has it that the box was bequeathed to his daughter Henrietta (owner of the Prayer Book included in the lot) and thence by descent through the Wightman and Benson families.

Rich enjoyed the patronage of Frederick, Prince of Wales, later King George III. In August 1740, he organised part of the celebrations at Cliveden to celebrate the Accession of the House of Hanover to the throne of England and the birth of Princess Augusta, '...concluded with several Scenes out of Mr. Rich's Pantomime Entertainment, perform'd by himself, and others of his appointing', see William Cummings, Dr. Arne and Rule, Britannia (London 1912) p.111ff. The prince was a member of Rich's Beefsteak Club. By 1755, he was wealthy enough to be offering the King lavish and unusual presents including an enormous swan barge named Augusta.

Rich is said to be the originator of English pantomime, introducing elaborate scenery and extravagant costumes into his productions. In his day, he was considered the most celebrated comic dancer of the age. Today, he is best remembered for staging 'The Beggar's Opera', the greatest commercial success of the eighteenth century stage, taking on John Gay's opera when it had been turned down by the rival theatre at Drury Lane and from which he is said to have made £9000 in two years, over £1,000,000 today.

#### AN EARLY 19TH CENTURY FRENCH SILVER-GILT **MUSICAL SNUFF BOX**

by L Baudin, Paris 1811-19

Rectangular, the cover with chequered wavy engine-turning within a stylised acanthus and flowerhead border, the sides and base with similar decoration, the interior with the inscription: 'Thos Starling Benson, Starling Benson', the Benson crest and the monogram 'EM', length 8.7cm.

£800 - 1,200 €910 - 1,400 US\$1,100 - 1,600

Thomas Starling Benson (1775-1858) was a merchant involved in several businesses including copper smelting. From the 1820s he became involved with the copper industry in Swansea and Glamorgan in co-partnership as Benson, Usborne and Company.

Starling Benson (1808-1879) was Thomas' son by his second wife, Hannah Newbury. Starling settled in Swansea in 1830, becoming Mayor in 1843 and Chairman of the Swansea Harbour Trust in 1856. He and his father's interests spread to include coal mining, and they owned much mineral rich land in Glamorgan. The bulk of his estate was inherited by Starling Meux Benson (1846-1933) and William Denman Benson (1848-1919), sons of his half brother, Henry Roxby Benson (1818-1892). Thence by descent.



#### A GEORGE II GOLD AND TORTOISESHELL PIQUÉ **SNUFF BOX**

unmarked

Rectangular, the cover set with a shell panel with rocaille piqué decoration of flowers, within a chased frame of stylised foliage and a squirrel, plain sides between reeded bands, the base with a later inscription: 'LEGACY, M: Cavendish Countess of Westmoreland, to E: Macintosh Keylachy, Anno 1777', in a leather carrying case, length 7.2cm, weight 149gms.

£2,000 - 3,000 €2.300 - 3.400 US\$2,600 - 4,000

Mary Cavendish Fane (1699 - 1778), styled Countess of Westmoreland, when her husband General John Fane succeeded his brother to become 7th Earl of Westmoreland in 1736.



### A LATE 18TH/EARLY 19TH CENTURY FRENCH OVAL GOLD

by Nicolas Huguet, Paris 1798-1809,

Decorated with bands of linear and curved engine-turning within a chased foliate border, the sides with panels of wavy engine-turning interrupted and surrounded by chased foliage, length 6.5cm, weight 64gms.

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000





33 (detail)





 $34^{TP}$ 

DIA AZZAWI (IRAQI, B.1939) A SCREEN, FROM AN EDITION OF TWO, **DESIGNED 2004 AND EXECUTED 2015** BY *QURBUN ATELIER*, LEBANON

Solid and compressed wood, fire retardant paint

238.5cm x 180.5cm

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 40,000

(reverse side)

# DIA AZZAWI (IRAQI, B.1939) CUPBOARD, FROM AN EDITION OF TWO, DESIGNED 2009 EXECUTED 2016 BY QURBUN ATELIER, LEBANON

Solid and compressed wood, fire-retardant paint 66cm x 40cm x 171cm

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000





(reverse side)



#### A FINE BAKSHAISH CARPET

North West Persia,

the light brown ground with an interlacing design of geometric shapes and patterns in blue, green and red, sprouting palmettes throughout the edge of the main field, set within a pale pink border containing similarly elaborate geometric decorative shapes,

500cm x 400cm

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of the 6.8.2018

#### A FINE ISFAHAN CARPET

Central Persia,

the cream ground with an allover central field of fine spiralling tendrils interlaced with floral sprays and vine leaves, set within a red border with scrolling vines terminating in palmettes and flower motifs,  $533cm \times 347cm$ 

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of the 6.8.2018





38\* AR TP

### MAGDALENA ABAKANOWICZ (POLISH 1930-2017) CARRÉ BRUNNE DE STEFA EXECUTED 1975

Woven jute, signed and titled on label verso 106cm x 122 cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

#### Provenance

Acquired from Alice Pauli Gallery in Lausanne, Switzerland.





### MAGDALENA ABAKANOWICZ (POLISH 1930-2017) CARRÉ ORANGE DESIGNED AND EXECUTED IN 1971

Woven jute, signed and titled label verso 141cm x 141 cm

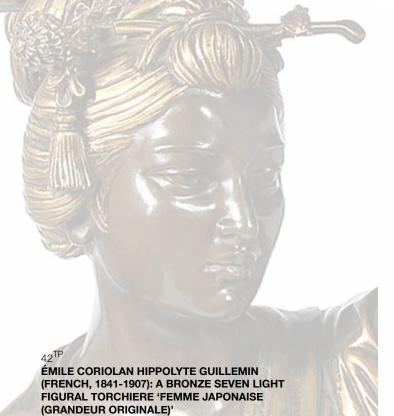
£5,000 - 8,000 €5,700 - 9,100 US\$6,600 - 11,000

#### Provenance

Acquired from Alice Pauli Gallery in Lausanne, Switzerland.







cast by F. Barbedienne, 1880 the Japanesque maiden clad in a cord tied robe decorated with cranes, her hair dressed with decorative tassel hung combs holding aloft a seven light flowering prunus candelabra in one hand, the other a further flowering prunus branch, on circular base, signed Ele Guillemine and inscribed F. BARBEDIENNE FONDEUR, later drilled and fitted for electricity, 163cm high approximately

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

Emile Coriolan Hippolyte Guillemin specialised in 'Orientalist' bronzes in late 19th century Paris. Inspired by the Middle and Far East, he produced various romantic figures such as Ottoman maidens and Arab hunters and regularly exhibited at the Paris Salon from 1870. Although the costume and coiffure of the maiden in the present lot is undoubtedly Japanese in style - reflecting the aesthetic craze of the 1870's and 80's, her physical appearance is more European in handling, undoubtedly influenced by more classical inspired models.

#### Literature

P. Kjellberg, 'Les Bronzes du XIXe Siecle', Paris, 1987





 $43^{Y\Phi}$ 

#### ALBERT-ERNEST CARRIER-BELLEUSE (FRENCH, 1824-1887); A GILT-BRONZE AND IVORY FIGURAL SCULPTURE TITLED 'GRAZIELLA'

SIGNED IN CAST 'A.CARRIER-BELLEUSE'; CIRCA 1900 the gilding of the female figure in rich and sumptuous clothing is highlighted with details in gently iridescent dark blue patina, the figure poses elegantly holding a spindle in one hand, while looking down at the end of the thread and weight in her other hand, raised on a short marble pedestal base height 51cm

£3,000 - 3,500 €3,400 - 4,000 US\$4,000 - 4,600



LOUIS ERNEST BARRIAS (FRENCH, 1841-1905); 'LA NATURE SE DEVOILANT DEVANT LA SCIENCE' (NATURE REVEALING HERSELF BEFORE SCIENCE) A GILT-BRONZE FIGURAL **SCULPTURE** 

SIGNED IN CAST; CIRCA 1900

the bare-breasted and cloaked female figure, with rich gilded patina and dark green patinated scarab brooch detail height 73cm, signed in cast 'E.Barrias' and 'Susses Fres Ed Paris'

£12,000 - 15,000 €14,000 - 17,000 US\$16,000 - 20,000



### AN ATTRACTIVE REGENCY GILT BRASS AND CUT GLASS EIGHT LIGHT TENT AND BAG FRAME CHANDELIER OF SMALL SIZE

the central girdle mounted with diamond cut candle nozzles and unusual elaborate shaped petal drip pans below a scrolling twin tiered corona, all hung and strung with gilt beaded prism lustre drops and strings of graduated faceted droplets, 95cm drop approximately

£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

#### Provenance

Purchased from Thomas Goode & Co., South Audley Street, Mayfair, London by the present vendors for their London home, circa 1960.





#### A PAIR OF EARLY 19TH CENTURY FRENCH PATINATED AND GILT BRONZE FIGURAL TWIN LIGHT CANDELABRA IN THE **EGYPTIAN TASTE**

circa 1805, after models by Claude Galle (French, 1759-1815) each formed as a Naophori priestess supporting stylised cornucopia branches, the cylindrical nozzles with detachable crown drip collars, seated on rectangular tapering plinths cast with pseudo-hieroglyphics, 41cm high (2)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

#### Provenance

Property of a UK gentleman collector.

Claude Galle rose beyond his humble roots to become an important bronze caster and gilder at the end of the 1700s. Although never apparently signing his works and producing in a variety of styles popular at the end of the 18th and start of the 19th century, he collaborated with numerous other craftsmen, and scholars.

By 1784 Galle had become extremely successful, producing mounts for furniture, clocks, and other objects in gilt bronze for the palaces of Fontainebleau, Versailles, Saint-Cloud, and Compiègne in his workshop and he was made a master bronzier in 1786.

After the French Revolution, Galle continued to produce numerous pieces for Napoleon Bonaparte, receiving an order worth more than 65,000 francs for the Château of Saint-Cloud. As many of his clients were slow to pay their bills, however, he fell increasingly into debt. In 1811 he was even forced to write a begging letter to the government asking for its help and protection reminding them of the awards he had won, the large family he had to feed, and the four hundred employees who depended on him for their jobs. However, he died in poverty four years later, having been forced to close his shop.

#### A GEORGE III SILVER TEA URN

by William Eaton, London 1819

Circular form, with spiralling finial, the body and cover with gadroon ornament, the reeded handles with lion mask supports, the tap with ivory handles and lion mask spout, on four lion paw and shell feet, engraved with crest, height 38cm, weight 134.5oz.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

Crested for the Acland family of Boulston Manor, Pembrokeshire. To the present owner by descent.



(detail of tap)





#### A WILLIAM IV SILVER-GILT TWO-HANDLED VASE

by Paul Storr, London 1831, also stamped 'STORR & MORTIMER' Campana shape styled on the Warwick vase, with a hanging rim of fruiting vine, the stippled body, modelled with an arrangement of eight horse heads in relief over drapes of sheaves of barley, all above the bellied lower body, on a square pedestal foot, on an ebonised wood and brass plinth, two sides applied with relief plaques of horses, by John Samuel Hunt, London 1844, height without plinth 26cm, weight 118oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

#### Provenance

Morphet & Morphet, Harrogate, 27th February 1974, lot 188.

A cup/vase of the same design, and also by Paul Storr, is illustrated in Penzer, N M, 'Paul Storr: The last of the Goldsmiths', London 1954, p.216, plate LXIX, titled The Ascot Cup.



49<sup>Υ Φ</sup>

#### AN EXTENSIVE VICTORIAN ABERCORN PATTERN SILVER TEA AND COFFEE SERVICE

with pieces by John Samuel Hunt, Hunt & Roskell and Robert Garrard, London 1842 - 1892

With diaper and strap-work decoration, comprising: a tea kettle and burner stand, a teapot with ivory handle, a further teapot, a small teapot, a coffee pot with filter mechanism, a biscuit barrel, two covered bowls and stands, a further covered bowl, a milk jug with cover, two further milk jugs, a tea caddy, two pierced bowls, height of tea kettle 44.5cm, weight total 363oz.

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 24,000





#### A SET OF FOUR GEORGE III SILVER ENTRÉE DISHES AND **COVERS**

by Paul Storr, London 1815

Rectangular form with rounded corners, the gadroon borders interspersed with shell and acanthus, detachable acanthus and reeded loop handles, with lion mask and paw junctions on a flower calyx, covers engraved with armorials on each side and the bases crested, all pieces with pattern numbers 587, length of bases 32cm, weight 292oz. (4)

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

The dexter arms are those of the FITZHUGH family of Waverdon Buckinghamshire.

#### A SET OF THREE VICTORIAN SILVER ENTRÉE DISHES AND **COVERS**

by Paul Storr, London 1838, two of the bases stamped 'Storr & Mortimer 114'

Shaped-oval form, the bases with reed and ribbon borders interspersed with leaf motifs, shaped high dome covers with engraved coats-of-arms on both sides, bases also crested on the inside, with leaf scroll removable handles, length of bases 33cm, weight 162oz. (3)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

The arms are those of Francis Baring (1800-1868), from 1864 3rd Baron Ashburton on the death of his elder brother. Son of Alexander Baring (1774-1848), who in 1835 was created Baron Ashburton, and his wife Anne Bingham of Philadelphia USA. Grandson of Francis Baring (1740-1810) of Larkbeare near Exeter, who in 1793 was created Baron Baring and his wife Harriet Herring (died 1804) daughter of William Herring of Croydon by Mary Dawson of Newcastle. In Paris in 1832 he married Hortense Claire Maret (1812-82) daughter of Hugues-Bernard Maret (1763-1839), created in 1805 Duc de Bassano of Bourg, France.





#### A LATE LOUIS XV ORMOLU MOUNTED TULIPWOOD, AMARANTH, SYCAMORE AND PARQUETRY TABLE LISEUSE BY CHARLES TOPINO

circa 1770

With chequered 'basketweave' inlay, the lockable sliding top with a scrolled acanthus mounted edge, above a drawer enclosing two compartments flanking a central hinged gilt-tooled leather inset surface with a mirrored underside, over a secret spring-loaded side drawer, on cabriole legs terminating in cabochon embedded sabots, with a platform undertier, twice stamped: 'J.M.E., C. TOPINO' and also stamped again: 'C. TOPINO', 45cm wide x 34cm deep x 70.5cm high, (17 1/2in wide x 13in deep x 27 1/2in high)

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

Charles Topino, maitre in 1773.



53<sup>TP</sup>

#### A GEORGE II CARVED WALNUT AND BURR WALNUT DOUBLE CHAIR BACK SETTEE

With a yoke-form back incorporating two vase shaped splats adjoined by shepherd's crook arm supports, above a shaped seat frame, on three arch-surmounted shell and husk clasped cabriole front legs, each carved with two addorsed C-scroll ears and terminating in claw and ball feet, with three splayed rear legs, 127cm wide.

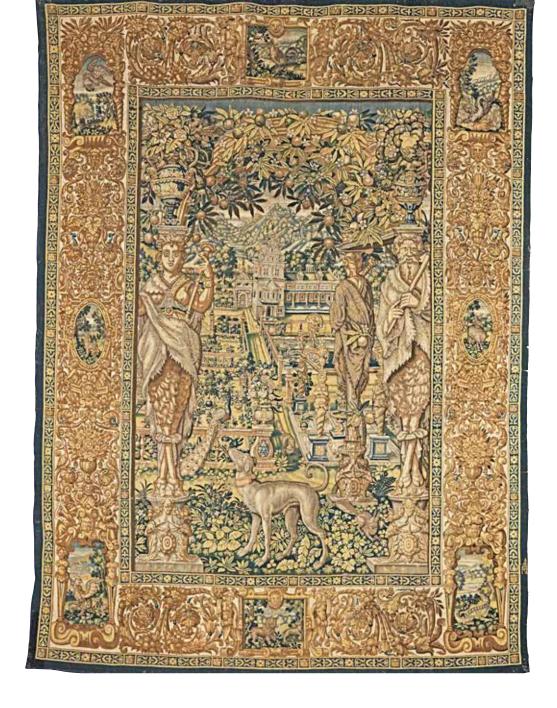
£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

#### Provenance

The Antique Home, London, 20 May 1992. A copy of the invoice is available upon request from the department during the sale viewing period.

An almost identical walnut double chair back settee to the offered lot sold Christie's, London, 22 May 2014, The English Collector, lot 1120. However the present example certainly appears to have a more attractive surface colour and patina than this closely comparable settee.





#### AN IMPRESSIVE 17TH CENTURY FLEMISH TAPESTRY POSSIBLY BY THE AERTS FAMILY OF WEAVERS

**BRUSSELS** 

depicting an Italianate garden as part of an estate, the residence visible in the background, possibly the Satyr Caryatids in the foreground, only three visible, representing the seasons, the border containing representations of various creatures including a griffin, lion and iguana, the signature visible to the bottom right, possibly for Nicasius of the Aerts family of weavers in Brussels, 360cm x 270cm

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

#### Literature

Guy Delmarcel, Flemish Tapestry, 2000 pp363.







#### A GILT BRONZE AND LAPIS LAZULI MOUNTED FRAME IN THE NEO-CLASSICAL TASTE

possibly attributable to Luigi Valadier (Italian, 1726-1785) of square form with beaded borders surmounted by a ribbon-tied double floral swagged garland cresting, the inner slip with ribbontied oval floral wreath corner mounts, the central circular aperture with milled inner border now with an inset later mirror plate, 21cm x 18cm approximately

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200

#### Provenance

Private Oxford collection.

Andrea and Luigi Valadier were the foremost goldsmiths and bronze workers in Rome, completing commissions for the Pope as well as numerous cardinals. Luigi was the son of Andrea and became a Master Goldsmith in 1760. Counting amongst his prestigious clients Pope Pius VI, who visited Valadier's workshop four times, the Archduke Ferdinand of Austria, Karl IV, and Elector Palatine, he also received commissions from churches throughout the world including Mexico, Spain and Austria as well as well as throughout his native Italy.

Luigi had an impressive ability to reframe examples of ancient Roman art and architecture, antique sculptures and cameos. The architectural details, and ruins of ancient monuments also served as inspiration for his own works which included candelabra, tableware, altars and centrepieces in both silver and bronze. Uncommonly for the time he produced works of all sizes from large altar pieces to intricate pieces of small jewellery. The current lot is typical of the style of work he produced to frame antique and contemporary marble, bronze and inlaid plaques and plaquettes. Despite his distinguished clientele and acclaim, Luigi committed suicide by drowning himself in the Tiber in 1785, probably because of heavy debts to his creditors due to non-payment of invoices by his clients. On his death, his business passed to his son Giseppe.

JEAN ANTOINE HOUDON (FRENCH, 1741 - 1828); A PAIR OF LATE 18TH / EARLY 19TH CENTURY PATINATED BRONZE MINIATURE BUSTS OF 'LE BAISER DONNE (THE KISS GIVEN)' AND 'LE BAISER RENDU (THE KISS RETURNED)'

possibly cast in the workshop of Pierre-Philippe Thomire (French, 1751

raised on rope twist and beaded gilt bronze socles and similarly mounted bleu turguin cylindrical pedestals and square bases with applied plaques inscribed BECAUX and ENCORE, 27cm and 27.5cm high approximately (2)

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,600

#### Provenance

Collection of Michael and Cecilia (Celia) Trubshawe, West Kirdford, West Sussex. Thence by decent via their daughter Sarah Trubshawe to the present vendor, circa 1995.

The first version of Houdon's famous composition 'Le Baiser Donne' was exhibited in 1771 with a number of versions created on a larger scale between 1774 and 1780. The success and popularity of this sensual subject led to the creation of a pendant model 'Le Baiser Rendu' and the subsequent production of smaller versions of the pair in bronze, many of which were almost certainly made in the workshop of Houdon's former pupil Pierre-Philippe Thomire who by that time had become a well respected specialist bronzier.

A comparable pair of busts attributed to Thomire are in now the permanent collection of the Wallace Collection. The present pair of bronze busts on their titled marble pedestals share similarities with the Wallace busts and may also therefore have been cast in Thomiere's workshop.



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#### A LATE 16TH/EARLY 17TH CENTURY GENOESE CISELE **VELVET HANGING,**

the voided gold satin ground worked with large flowering cornucopias, sinuous stems, stylised flowers and foliage, with coronets framing foliate palmettes and ears of corn, set within a foliate border, the whole with later 19th century and backing and repairs, 264cm x 374cm

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



#### AN EARLY LOUIS XV GILT BRONZE MOUNTED KINGWOOD AND PARQUETRY SERPENTINE COMMODE

circa 1740 but re-mounted, probably in the 19th century The quarter veneered top inlaid with a central rectangular tablet intersected by a lozenge tablet, with a moulded brass edge, above two short quarter veneered and walnut-lined drawers flanking a central secret drawer, over one long walnut-lined drawer inlaid with quarter veneering, flanked by rounded angles, on cabriole legs terminating in pierced opposing C-scroll and foliate cast sabots, the reverse stamped three times: 'M. CRIAERD', 149cm wide x 72cm deep x 83cm high, (58 1/2in wide x 28in deep x 32 1/2in high)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

The offered lot shares a number of elements in common with another commode, likewise stamped: 'M. CRIAERD', which sold Christie's, London, 2 May 2013, East and West: A Private Collection from Eaton Square & Anouska Hempel, lot 25.

Both employ a similarly striking use of kingwood veneers although the Christie's example incorporates a more complex trellis type of parquetry. Each commode has an integral veneered top, rather than a marble one, which is edged with a moulded brass mounted border. They appear to have characteristically restrained serpentine fronts while both the configuration and number of drawers are also identical.





#### AN ITALIAN THIRD QUARTER 18TH CENTURY POLYCHROME 'LACCA' OVERMANTEL MARGINAL MIRROR

of Venetian origin

Decorated with Oriental figures, pagodas, exotic birds, trees, insects, flowers and foliage, the central arched and shaped division incorporating a carved scrolled acanthus and drapery-swagged cherub mask, surmounted by a scrolled rocaille cartouche cresting, flanked by two smaller arched divisions each headed by a bellflower carved lambrequin, within scrolled foliate and rocaille carved borders and an ogee surround, 151cm high x 146cm wide.

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

The offered lot appears illustrated and is also examined in S. Levy, Lacche Veneziane Settecentesche, 1967, Milan, pp.'s 276-7.



#### ATTRIBUTED JEAN CLAUDE FRANCOIS JOSEPH ROSSET, KNOWN AS ROSSET PÈRE (FRENCH, 1706-1786): A PAIR OF CARVED CARRARA MARBLE BUSTS OF THE BARON DE MONTESQUIEU AND HIS WIFE JEANNE LARTIQUE

the sitters looking to dexter and sinister, both clad in loose classical style drapery, Madam de Montesquieu wearing a draped scarf about her head, raised on integral circular socles, 24.7 and 26.7cm high (2)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

#### Provenance

Acquired by a private UK collector, Sotheby's, London, 4 July 1996, European and Works of Art from the Collection formed by the British Rail Pensions Fund, lot 84.

#### **Exhibited**

Museum of San Antonio, Texas.

#### Literature

U. Fischer, Une Famille des Sculpteurs et Peintres Courtois: Les Rosset, 1919, Paris.

Perhaps remembered for his greatest literary work 'Esprit de Lois' (published 1784) and as one of the key figures of the French Enlightenment, Baron de Montesquieu (1689-1755) was a man of letters and one of the foremost philosophers of his day.

Joseph Rosset was the eldest member of what became a family dynasty of sculptors. Originating from St Claude in Eastern France, he and his sons, Jacques-Joseph Rosset (1741-1826), François-Marie Rosset (1743-1824) and Claude-Antoine Rosset (1749-1818) often worked together producing a numerous portrait busts and statuettes of famous figures of the day, most notable that of Voltaire. Joseph Rosset is generally thought to have produced many of the basic models which they worked on and it is likely that his sons continued to reproduce these models after his death.

#### AN EARLY 18TH CENTURY FRENCH **BRONZE FIGURAL GROUP OF** SILENUS AND THE INFANT BACCHUS

after the antique

the bearded nude male figure cradling the child in his arms and leaning against a skin draped rustic tree stump, on naturalistic moulded square base, dark brown patina, raised on an acanthus cast gilt bronze scroll footed base,

the figure, 58cm high, 65cm high including footed base

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 24,000

#### Provenance

Acquired by a private UK collector, Sotheby's, London, Private Treaty Sale, 9 July 1992.

The present lot is a reduced version cast in bronze derived from the original antique marble sculpture discovered in Rome in the Renaissance and now in the permanent collection of the Musée du Louvre in Paris.

Greatly admired by artists and collectors and considered to be one of the masterpieces of antiquity, the marble was thought to have been carved by Praxiteles, the renowned ancient Greek Attic sculptor in the 4th century B.C.

In Greek mythology Silenus was known as the chief of the satyrs, a troop of male companions of Pan and Dionysus who roamed the woods and mountains. He is portrayed in the current lot holding his foster son, Bacchus, the god of wine, who is crowned with grape leaves.

A version of this composition in wax by Martin Carlier was in La Gallerie du Sr. Girardon by 1710 (Souchal. p. 81) and large marble versions were made by Flamen (now lost) and Maziere (Souchal. p. 278 & 114).

#### Literature

F. Haskell & N. Penny, 'Taste and the Antique', Yale U.P., 1981, no. 77. F. Souchal, 'French Sculptors of the 17th and 18th centuries: The Reign of Louis XVI, A-F'. Oxford, 1977; 'G-L', Oxford, 1981, 'M-Z', Oxford, 1987.



#### The following four lots are from a Private UK Collection

#### A GEORGE III SILVER SAUCE TUREEN, FROM THE DUCHESS OF ST ALBANS SERVICE

by Benjamin Smith II and Benjamin Smith Jnr (III), London 1817 Modelled after the Warwick vase, the cover chased with band of acanthus, applied bead band, leaf knop and calyx, the body with typical lion pelt and dramatic mask-head decoration and elaborately entwined handles with vine leaf upper band, engraved with the monogram 'H St A' beneath a Duchess' coronet, twice on the feet and covers, and once on the liner for Harriot Beauclerk, Duchess of St Albans, height 20cm, length 22cm, weight 70.5oz.

£7,000 - 9,000 €8,000 - 10,000 US\$9,200 - 12,000



Anne Mee, miniature of Harriot Mellon, Bonhams, Knightsbridge, 30th May 2013.

#### Provenance

Harriot Mellon, Duchess of St Albans (1777-1837) and then by descent to her stepgranddaughter Angela Burdett-Coutts (1814-1906), later 1st Baroness Burdett-Coutts.

Christie, Mason and Woods, Catalogue of The Coutts Heirlooms originally the property of Harriet Mellon, Duchess of St Albans, London, 14 May 1914, lot 82 (weight given as 70oz 15 dwt (70.75oz). A private UK collection.

Harriot Beauclerk, Duchess of St Albans (née Mellon, 1777-1837), was born into a travelling theatre group and made her acting debut at the age of ten. From these humble origins Harriet Mellon made two very advantageous marriages.

Whilst performing at the Duke Street Theatre, Mellon attracted the attention of the Anglo-Scottish banker, Thomas Coutts (1735-1822). The couple were married following the death of Coutts' first wife in 1815. On his own death seven years later, Mellon inherited his vast fortune together with his partnership in Coutts Bank.

Mellon proved to be an excellent businesswoman and banker, taking an active role in investment and management decisions.

Her second husband was William Aubrey de Vere Beauclerk, 9th Duke of St Albans, whom she married in 1827. She died on 6th August 1837 at her home in London. Harriot had no children and the majority of her fortune was bequeathed to her stepgranddaughter Angela Georgina Burdett-Coutts. Most of her lavish collection of silver was placed in a vault at Coutts Bank where it remained until 1914. There upon some 35,000 ounces of silver formed part of the Coutts Heirloom sale from 14th May 1914.

A similar pair of tureens by the same maker and date with heraldic finials were sold at Sotheby's, New York, 23rd October 2014, lot 459.



#### A GEORGE IV SILVER AND SILVER-GILT FIGURAL **CENTREPIECE**

Robert Garrard, London 1823 / 1824, and part marks for Paul Storr Triform base with cast borders of flowers and three acanthus and shell bracket feet, each side engraved with identical coats-of-arms, the silver-gilt stem formed of a lion and two putti supporting a screw-on wire-work basket with borders of fruiting vines, height 36.5cm, weight

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

#### Provenance

Sotheby's, London, 8th June 1995, lot 57. A private UK collection.

The figures and support are part-marked for Paul Storr, with duty mark and lion passant. The base and basket are marked for Robert Garrard, 1824 and 1823 respectively, also stamped 'Garrards Panton Street



#### A PAIR OF GEORGE III SILVER WINE COOLERS

by John Houle, London 1814

Compressed campana shape, with detachable collars and drum liners, with bands of beads and tongue and dart, the central body with a leafy band over a stippled ground, below the bellied lower bodies with stiff leaves and fruiting vines, leaf-capped loop handles with bacchanalian mask junctions, on spreading circular bases with acanthus bands, engraved with a Scottish crest: a lion rampant and the motto 'SANS PEUR', height 23cm, weight 315oz.

£30,000 - 40,000 €34,000 - 46,000 US\$40,000 - 53,000

#### Provenance

Sotheby's, London 14th March 1996, lot 66. A private UK collection.

Families using the motto SANS PEUR are ARNELL, HOGART, KARR, SUTHERLAND.



#### A GEORGE IV SILVER-GILT TANKARD

by William Elliott, London 1822

The lid with embossed putti, the sides applied with further bacchic putti, the scroll handle with open-work thumb-piece, the skirted foot engraved with the crest and coronet of Thomas John Wynn, 2nd Baron Newborough, height 20cm, weight 58.5oz.

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200

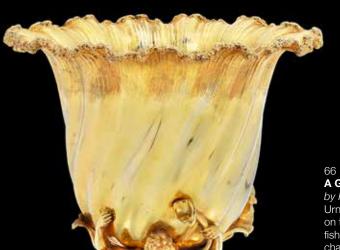
#### Provenance

A private UK collection.

Thomas John Wynn (1802 - 1832) was born on 3 April 1802 at Bodfean, Lleyn, Caernarvonshire, Wales. He succeeded as 2nd Baron Newborough in the peerage of Ireland, and a Baronet in 1807.

As a baron in the peerage of Ireland Lord Newborough represented Caernarvonshire in the House of Commons for four years. He died unmarried at the age of 30 and was succeeded by his brother.





A GEORGE IV SILVER-GILT NATURALISTIC WINE COOLER

by Robert Garrard, also stamped 'Garrards Panton Street', London 1829 Urn form with spiral flutes above sea spume undulating rim, the whole raised on the back of conch-blowing Triton, arms outstretched with entwined twin fish tail and billowing cape, rising from the spume spreading base cast and chased with varying sea shells, height 30.5cm, weight 107oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

66

#### A LOUIS XVI ORMOLU MOUNTED JAPANESE LACQUER, EBONY AND EBONISED BONHEUR DU JOUR BY CLAUDE CHARLES **SAUNIER (1735-1807)**

circa 1775-80

With eight lacquer panels variously depicting rustic huts, exotic birds, trees, flowers, a cockerel and a pagoda within rural landscapes, the superstructure comprising a galleried marble top with an ormolu tasselled drapery pelmet, above a pair of beaded panel mounted doors enclosing a bois satine interior, flanked by bead-and-reel panelled angles, over a marble top with projecting canted front angles, above a rosette embedded guilloche mounted and oak-lined frieze drawer, with a tulipwood sliding top inset with a gilt-tooled leather writing surface flanked by stationery compartments, with a pair of beaded panelled doors below, enclosing one shelf, flanked by paterae and ribbon-tied floral pendant mounts, on fluted tapering legs terminating in toupie feet and brass castors, stamped: 'JME., C.C. SAUNIER' 64cm wide x 40cm deep x 100cm high, (25in wide x 15 1/2in deep x 39in high)

£60,000 - 80,000 €68,000 - 91,000 US\$79,000 - 110,000



#### Provenance

By repute of the vendor's family, the offered lot previously belonged to the important Serbian industrialist, benefactor and patron of the arts, Georg Weifert (1850-1937).

A very similar Saunier bonheur du jour to the offered lot formed part of the Jack and Belle Linsky collection between 1955 and 1982, after which period it went to the Metropolitan Museum of Art in New York. It is now housed there in Gallery 539, Accession No: 1982.60.58. The same is also illustrated in P. Kjellberg, Le Mobilier Francais du XVIII Siecle, 1989, Paris, fig. A, p. 776.

For the most part the mounts on both desks appear related while the age and distinctively sparse style of the Japanese lacquer panels are certainly comparable. In fact, each is mounted in an almost conforming manner with a guilloche frieze, ormolu ribbon-tied pendants, a roundel escutcheon and tasselled drapery-swagged gallery.

Also the composition and subject matter of the lacquer panels seem analogous. However the proportions and the legs differ due to the fact that the Metropolitan example was executed at the end of Louis XV's rule, during the Transitional period (circa 1765-70), whereas the present model was most likely produced approximately ten years later, during the reign of Louis XVI.

The superstructure on the New York bonheur du jour is virtually the same size as the main central section below, lending it a slight element of ungainliness, or at least of being top-heavy. While the later offered version is notably more elegant in its proportions since the superstructure appears smaller in relation to the corresponding main body beneath. Finally, the latter has the typical fluted tapering legs of the Louis XVI Neoclassical style but the former has cabriole legs which are equally indicative of the preceding Louis XV Rococo period.



(stamp to underside)





#### Georg Weifert

Following his graduation from the Braumeisterschule near Munich, Georg Weifert (or Dorde Vaifert) returned to his home in Serbia before soon taking over control of his father's brewery. After a period of successful and profitable expansion for his brewery, Wiefert purchased several mines, as a result of which he rapidly developed into the wealthiest individual in Serbia. Georg also went on to be the foremost industrialist in what became Yugoslavia and he is widely considered one of the most influential Serbian and subsequently Yugoslavian figures of the early 20th century.

During the periods 1890-1902 and 1912-1918 Weifert served as Governor of the National Bank of Serbia, but due to his great success in this role he was then made Governor of the National Bank of Yugoslavia, which was essentially the same as the former but re-named following the end of the First World War. Despite numerous achievements in this role, he is perhaps most renowned for being responsible for the conversion of the Austro-Hungarian krone into the Yugoslav

Georg Weifert is also widely celebrated as a major patron of the arts, defender of cultural institutions and champion of humanitarian issues during what was an especially troublesome historical period for the Balkan Peninsular. Of particular note in this respect was Georg's gifting of his extensive personal library and treasured collection of ancient coins to the University of Belgrade. He also built a Roman Catholic church called the Anina Crkva (or Church of St Anne) in Pancevo in memory of his mother along with a cemetery there which is now the resting place for various members of the Weifert family. It is also recorded that during his life he established numerous institutions, both public and charitable.

### AN ITALIAN LATE 18TH/EARLY 19TH CENTURY CARVED GILTWOOD, GILT GESSO AND WHITE PAINTED PIER TABLE AND MIRROR

The rectangular plate flanked by pilaster angles each with relief-carved pendant harpy, winged Mercury mask, scrolled foliate, skeletal ram's mask, exotic bird, serpent-handled urn and athenienne strapwork interspersed with classical figural and profile bust tablets, surmounted by an alternating palmette and acanthus frieze flanked by Bacchus masks, the table above a Siena marble top with an S-scroll, foliate and roundel bust frieze below flanked by ribbon-tied laurel wreaths, on two hippocamp front monopodiae, with a mirrored back over a concave plinth base, the mirror: 218cm high, 118cm wide (85.5' high, 46' wide); the console table: 94cm high, 125cm wide, 33cm deep (49in wide, 12 1/2in deep, 37in high) (2)

£10,000 - 20,000 €11,000 - 23,000 US\$13,000 - 26,000

#### Provenance

Sotheby's, 2 December 2008, Important Continental Furniture, Ceramics and Clocks, lot 207.





UELI BERGER (BORN 1937), ELEONORE PEDUZZI-RIVA (BORN 1939), HEINZ ULRICH (BORN 1942), AND KLAUS VOGT (BORN 1938) DS600 'NON STOP SOFA'

Twenty-eight units, reinforced foam, wood, leather upholstery 681cm x 101cm x 75cm

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000





#### **ETTORE SOTTSASS (AUSTRIAN, 1917-2007)** ALESSANDRIA D'EGITTO BOOKCASE DESIGNED 1980

Laminate, compressed wood, wood, checker-plate metal shelves 215cm x 50cm x 170.5cm

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

71<sup>TP</sup>

ANGELO MANGIAROTTI (ITALIAN, 1921-2012) AN EROS OCCASIONAL TABLE DESIGNED C.1971, MANUFACTURED BY SKIPPER, ITALY

Carrara marble 66.5cm x 46cm x 73cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000

For a closely related example see Sotheby's New York: A Mid-Century Eye: The Collection of Colleen Sullivan, September 2011, lot 66.







## *'DUBE'* DUILIO BERNABE (ITALIAN 1914-1961) LOW TABLE DESIGNED C.1950 FOR *FONTANA*

Glass, brass with ebonised wooden cylinders, signed to one corner edge: DUBE\*FONTANA ARTE 120.5cm x 45.4cm x 38cm

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,600

#### Provenance

A private collection in Milan. Acquired by the present owner's grandfather and thence by descent.





#### Provenance

Acquired by the owner's parents in London in the early 1960s, and thence by descent.





74<sup>TP</sup>

# **ALESSANDRO MENDINI (ITALIAN, B.1931)** TOTEM, PROTOTIPO I/II IN DESIGNED 2000, EDITIONED BY SUPEREGO

Glazed earthenware, painted signature to the base: A.Mendini Prototipo I/II 71cm x 15.5cm

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

# **ETTORE SOTSSASS (AUSTRIAN, 1917-2007)** GROUP OF FOUR TOTEMS, DESIGNED 1998 AND EDITIONED BY BITOSSI, ITALY

Glazed earthenware from an edition of 150, all inscribed on the underside P.A-E. Sottsass, three also marked with maker and one with edition 027/150, The tallest totem 52cm

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,600

76<sup>AR TP</sup>

# **JACQUES DUVAL BRASSEUR (FRENCH B.1934)** A UNIQUE CONSOLE TABLE, DESIGNED AND EXECUTED 1970'S

Marble, green patinated bronze, right-hand edge signed by the artist and also inscribed Hoffman 150cm x 35cm x 85cm

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

The Hoffman/Haffman inscription is likely to relate to the owner's parents, Frederic and Mercedes Hoffman, who probably commissioned the console table for their home in Monaco.





#### THE FOLLOWING FOUR LOTS ARE PROTOTYPE DESIGNS BY BENNEY FOR FABERGÉ

Fabergé had been fragmented for almost 90 years when in 2007 this was reversed with the reunification of the Fabergé name with the Fabergé Family. In 2009 Fabergé was relaunched, and in 2012 launched its first silver collection since the Russian Revolution.

Simon Benney was trained by his father Gerald Benney. By adding texture to his pieces he creates an illusion of depth, and adds colour by means of enamelling to highlight this detail. Alan Evans was one of the original master enamellers with Simon's father Gerald and remains with Simon today. Benney was the first craftsman to hold four Royal Warrants simultaneously, with Royal Warrants from HM The Queen, Queen Elizabeth The Queen Mother, the Duke of Edinburgh and the Prince of Wales.

### BENNEY: A UNIQUE SILVER AND ENAMELLED BEAKER, AN EARLY PROTOTYPE FOR THE FABERGÉ SILVER COLLECTION

mark for Simon Benney and additional mark for the Fabergé collection, London 2010

The slightly curved sides with a narrow polished rim and bands, with eighteen panels, with translucent enamelling in tones of blue, green, purple, grey and red over soft textured grounds including a single vacant panel, height 9cm, diameter at top 7cm, weight total 6.45oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

Simon Benney in collaboration with Fabergé launched the successful Constructivist collection of tumblers inspired by Russian Constructivist art, using a complex palette of enamels. The current lot was an early prototype for this collection and experimented with leaving a panel vacant.

# **BENNEY: TWO SILVER AND ENAMELLED** VODKA CUPS, PROTOTYPE DESIGN FOR THE FABERGÉ SILVER COLLECTION

mark for Simon Benney and additional mark for the Fabergé collection, London 2011

The curved sides with narrow polished rims, one enamelled in translucent blue and the other in translucent green, over a guilloche wavy ground, height 4cm, diameter at top 4cm, weight total 4.3oz. (2)

£2,500 - 3,500 €2,900 - 4,000 US\$3,300 - 4,600



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

### BENNEY: A SILVER AND ENAMELLED BEAKER, A PROTOTYPE **DESIGN FOR THE FABERGÉ SILVER COLLECTION**

mark for Simon Benney and additional mark for the Fabergé collection, London 2011

A prototype for using single colours, the slightly curved sides with a narrow polished rim and bands, with eighteen vibrant turquoise translucent enamelled panels over light textured rayed ground, height 9cm, diameter at top 6.9cm, weight total 7.99oz.

£5,000 - 6,000 €5,700 - 6,800 US\$6,600 - 7,900

Simon Benney in collaboration with Fabergé launched the successful Constructivist collection of tumblers inspired by Russian Constructivist art, using a complex palette of enamels. The current lot was an early prototype for this collection and experimented with single colour enamels.





#### BENNEY: A SILVER AND ENAMELLED BEAKER, A PROTOTYPE **DESIGN FOR THE FABERGÉ SILVER COLLECTION**

mark for Simon Benney and additional mark for the Fabergé collection, London 2011

A prototype for using single colours, the slightly curved sides with a narrow polished rim and bands, with eighteen rich burnt orange translucent enamelled panels over light textured rayed ground, height 9cm, diameter at top 6.9cm, weight total 8.8oz.

£5,000 - 6,000 €5,700 - 6,800 US\$6,600 - 7,900

Simon Benney in collaboration with Fabergé launched the successful Constructivist collection of tumblers inspired by Russian Constructivist art, using a complex palette of enamels. The current lot was an early prototype for this collection and experimented with single colour enamels.

#### **GERALD BENNEY CBE RDI (1930-2008)**

Gerald Benney was one of the most outstanding goldsmiths of the 20th century, with works being continuously produced for over fifty years, from private commissions to mass production. Born in Hull, Yorkshire in 1930 Benney received many commissions from the Royal Family and was the first craftsman to hold four Royal Warrants simultaneously: from HM The Queen, Queen Elizabeth The Queen Mother, the Duke of Edinburgh and the Prince of Wales.

81<sup>ΥΦ</sup>

# GERALD BENNEY: A PAIR OF SILVER CAFÉ AU LAIT POTS

London 1965

The pots with tapering slightly curved cylindrical bodies and bark-effect textured surface, polished hinged covers, polished spouts and handles, with ebonised and ivory insulators height 24cm, weight 63.5oz

This lot is sold with an article 10 CITES license 573553/01.

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200





#### STUART DEVLIN: A RARE SILVER AND SILVER-GILT HAND-FORGED TABLE SERVICE OF FLATWARE AND CUTLERY

London 1977, with additional Queen's Jubilee mark Polished and textured gilt handles, with flared terminals, placings for eight, comprising:

table forks, table knives, soup spoons, dessert forks, dessert knives, dessert spoons, tea spoons and two serving/table spoons, weight excluding knives 110, weight of knives with steel blades 43oz. (58)

£3.000 - 5.000 €3,400 - 5,700 US\$4,000 - 6,600

## **STUART DEVLIN AO CMG (1931 - 2018)**

Australian silversmith, jeweller and designer. Stuart Devlin ranks as one of the great contemporary gold and silversmiths and has been acclaimed by the Worshipful Company of Goldsmiths as the designer with 'the Midas touch'.

Stuart Devlin, was born in Geelong, Australia in 1931. He trained at the Royal Melbourne Institute of Technology and, in 1958, and won a number of scholarships including one to study silversmithing under Professor Robert Goodden at the Royal College of Art, London.

In January 1965, Devlin set up a small workshop in Clerkenwell and the following year he employed his first craftsman. Devlin created new techniques and produced a wide variety of textures, filigree forms and gilding to create his distinctive style. Devlin aimed to design pieces that added 'delight, surprise, intrigue, and even amusement'.

Devlin was made a freeman of the Goldsmiths' Company in 1966 and liveryman in 1972. In 1980 he was made a Companion of the Order of St Michael and St George 'for services to the art of design' and in 1982 was granted the Royal Warrant of Appointment as Goldsmith and Jeweller to Queen Elizabeth II. He was Prime Warden of the Goldsmiths Company 1996 - 1997.

The Goldsmiths' Centre situated in Clerkenwell, was developed from a discussion in 2006 between Stuart Devlin, Hector Miller and Grant Macdonald. They proposed the visionary idea of establishing a creative institute for the goldsmith's craft. Devlin's initiative also had the additional aspect of managed workshops and facilities for exhibitions, corporate hospitality and catering.

In 2011 his wife Carole and sister-in-law Victoria Kate Simkin started to assemble his archive. It became the basis for a book which was published in 2018 shortly before Stuart Devlin died.



83

# A 16TH CENTURY GERMAN RELIEF CARVED ALABASTER PLAQUE OF THE ADORATION OF THE SHEPHERDS

the Virgin to the right gazing at the Christ child lying in a basket surrounded by three winged putti, Joseph standing above Christ holding a candle with one hand shielding it from the wind, the two shepherds to the left of the scene in awe of the scene before them, one clasping his hat to his chest having cast down his bag pipes, the other taking off his cap and kneeling in reverence, the background depicted as classical ruins with the ox and ass extending their heads out of the make-shift stable, the panel set within a later dark wooden frame, 36cms x 24cms, the frame 40cms x 28.3cms overall

£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

#### Provenance

18th Century Inv. No: 10.

GroBh. Kunsthalle Carlruhe, Inventarium, 1854:46.

Koelitz 1883, Inv. No: 21.

Richter 1919ff., Inv. No: 265.

Acquired by a private UK collector, Sotheby's, Munich, 5 October

1995, Baden-Baden, lot 375.



# A LATE 17TH/EARLY 18TH CENTURY FLEMISH **CARVED WHITE MARBLE FIGURAL GROUP OF** THE VIRGIN AND CHRIST CHILD

in the Baroque taste

the Virgin clad in drapery holding a cross and supporting the semi-clad Christ child, his foot resting on an orb, the square base with a fanged serpent clutching an apple in its jaw, the rear with iron suspension loop, 90cms high.

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 24,000

#### Provenance

Acquired by a UK private collector, Sotheby's, London, 7 July 1994, European Sculpture and Works of Art, lot 145.

# Literature

A comparable Virgin and Child from the Cathedral of Saint Paul in Liege is illustrated in La Sculpture au Siecle de Rubens, p. 126, No. 88.



# A PAIR OF SECOND HALF 17TH CENTURY FRENCH RELIEF **CARVED PEAR OR CHERRY WOOD BOXES**

in the manner of César Bagard of Nancy (French, 1620-1709) each of rectangular shallow casket form, the panelled lids carved with crowned oval monogrammed cartouches flanked by storks and acanthus scrolls and flower heads, the hipped borders and sides carved with further pairs of storks, acanthus scrolls and flowerheads, all within foliate borders, on bun feet, the interiors later lined in green baize, each 9cm high, 29cm wide, 23cm deep approximately (2)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

#### Provenance

Olive, Lady Baillie, Leeds Castle. Sotheby's, London, 13 December 1976, lot 23. Acquired by a private UK collector, Sotheby's, London, European Sculpture and Works of Art from the Collection Formed by the British Rail Pension Fund, 3 July 1996, lot 77.

The current lot comprising a pair of boxes or caskets would have been used on a dressing table to hold jewellery and small personal objects and were most likely produced as part of a much more extensive set which probably would have included brushes, candlesticks and a small

In 1689 French laws made it illegal to manufacture luxury items from precious metals, as silver was needed to pay for Louis XIV's foreign wars. The carvers of Nancy in the independent Duchy of Lorraine (now in eastern France) subsequently made a great success of these carved versions of such pieces, made from fruit woods including pear and very fine-grained cherry wood known as bois de Sainte-Lucie. Both the forms and the decoration were based on contemporary silverware. The trade continued until at least the 1740s.

Although the name of a carver César Bagard has become associated with the finest carved objects produced in the region of Nancy during the late 17th century during the 19th century, his documented known work is large-scale and sculptural. Therefore, it is perhaps more likely that several workshops in the city made such toilet table requisites.



(detail)





#### ATTRIBUTED TO ANTONIO ABONDIO (ITALIAN, 1538 -1591): A RARE 16TH CENTURY WAX PORTRAIT RELIEF MOUNTED WITHIN AN OVAL GILT BRONZE CASE

depicting a noblewoman in profile, her elaborate coiffure with beaded ornament and ringlets above her forehead, wearing a pointed lace collar with blue bow above a gold chain and pendant and dressed in purple in typical Italian renaissance attire, the gilt bronze case depicting Daphne and Apollo in a bucolic landscape with a prancing deer and inscribed ET CHEGGIO AITA 9cms x 7cms (including case)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

# Provenance

Sotheby's, Monaco, 23 June 1976, lot 316. Acquired by a private UK collector, Sotheby's, London, 4 July 1996, lot 57.

#### Exhibited

Victoria and Albert Museum, 1976-1996.

#### Literature

E.J. Pyke, A Biographical Dictionary of Wax Modellers, 1973, Oxford

Prag um 1600, Kulturstiftung Ruhr Essen Exhibition Catalogue, 1988, No. 493.

Antonio Abondio was born in Riva da Trento and trained as a medallist in Milan. He spent the majority of his career working for the Imperial court in Prague and Vienna where he was appointed medallist to the Emperor Maximilian II and Rudolph II thereafter.





90\* TP

# EBERHARD ENCKE (GERMAN, 1881-1936); AN IMPORTANT PAIR OF GERMAN BRONZE SCULPTURES OF OLYMPIC ATHLETES, AFTER THE MONUMENTAL MARBLE VERSIONS FROM 'THE 1936 BERLIN SUMMER OLYMPIC GAMES'

SIGNED IN CAST; 1936

two bronze figural sculptures, each depicting two athletic nudes, running in relay, captured mid-stride, respectively carrying aloft a gilt oak leaf branch and wreath; mounted on yellow marble stone bases with applied bronze titles 'OLYMPIA - BERLIN - 1936'; together with purpose made hardwood platforms (not photographed) the female athletes signed in cast 'ENCKENCI NEUBABELSBERG B '36 RG', 77cm x 30cm x 80.8cm (approx. 89cm high with branch); the male athletes signed in cast 'ENCKE 1936 NEUBABELSBERG', 77cm x 30cm x 80.8cm (approx. 81.5cm high with wreath) (2)

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 40,000 These seemingly unique bronzes are casts of Eberhard Encke's enormous and imposing marbles which stood outside the entrance of the Summer Olympic Games held in Berlin in 1936.

Eberhard Encke is perhaps not as known as his father, but these bronzes were cast in Neubablesberg, which is where his father the well-known German sculptor Erdmann Encke (1843-1896) had relocated to in 1892.

The visual power and prowess of Eberhard's 4m high marbles went on to dominate the imagery of these games. The feeling of movement and agility, and quality of the casting captured in these bronzes, so perfectly represents the athleticism of the sports men and women who were competing in those games.

They could have had one of two original purposes; to be the smaller models executed before the undertaking in marble, for presentation and/or approval, before the costly task of carving; or a private commission produced after the games, as a result of the popularity of the larger stone versions.



Much of Eberhard Encke's work was for public buildings or monuments, executed in stone or bronze, other works by him include;

- A portal relief at Mannesmann House in Dusseldorf, 1912.
- The facade decoration on the central building of the administration building of Continental AG in Hanover, around 1913.
- A monument fountain in Treuenbrietzen, of Elector Frederick I of Brandenburg, 1913 (monument melted down in World War II).
- 'Rosse leading Dioscuri' on the building of the German Embassy in Saint Petersburg, 1912 (destroyed in 1914).
- Pugilist for the Fehrbelliner Platz in Berlin-Wilmersdorf, life-size bronze group, awarded in 1912 with the Golden Prussian Medal for Art, erected in 1923 in nearby Prussia Park (lost).
- Pugilist for the Rathausplatz in Harburg a. d. Elbe (today Hamburg-Harburg, Harburger Rathausstraße), 1913, second casting of the sculpture group in Berlin-Wilmersdorf.
- Figures and gable relief for the crematorium in Berlin-Wilmersdorf.
- Two rabbit figures on the railing of the rabbit jumping bridge in Berlin-

Grunewald, erected in the 1920s.





#### AN IMPRESSIVE VICTORIAN CAST SILVER 'DIANA' EWER

by Samuel Cayne & Dudley Carter, London 1855, underside also incuse stamped '7399'

The high scrolling handle decorated with fish scales, acanthus leaves and bead garlands with a figure of Diana the Huntress standing at the base, the ornate fluted neck draped with a laurel garland and a figure of Diana with a pair of hounds, the baluster body with a relief panel to one side of Diana and her nymphs observing her hounds bringing down a stag, the other side with Diana and her entourage after the kill, the two panels separated by an armorial shield within a relief cartouche, raised on an asymmetric spreading and scrolling foot, height 45cm, weight 86.7oz.

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

The arms are those of James Dearden FSA (1798-1861) of The Orchard (Rochdale Manor), Rochdale. In 1829 he married Jane Griffith of Carnarwen, Wales. James Dearden's mother, Frances Ferrand, was a co-heiress of Robert Royds. James Dearden's paternal great-greatgreat-grandmother was the heiress Jane Ingham of Clegg Woods.

#### Literature

The current lot is illustrated in John Culme, 'Nineteenth Century Silver' (London 1977), page 153.



(detail)





# A WILLIAM IV SILVER-GILT MOUNTED ASCOS EWER

by Paul Storr, London 1836

The handle formed as a fruiting vine branch with two heraldic supporters (crowned leopard and greyhound) either side, with plain foot and lip around the frosted glass body, height 21.5cm.

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000





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#### A WILLIAM IV LARGE SILVER SALVER

by Paul Storr, London 1836, also stamped 'Storr & Mortimer 61' Shaped-circular form on four open-work scroll feet, shell and scroll border, the surface chased with shells, flowers and foliate scrolls on a matted ground, the centre with a large engraved coat-of-arms, diameter 67.8cm, weight 193oz.

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

# Provenance

Christie's, London, 17th March 1999, lot 39.

# The Pembroke Candelabra







#### AN IMPORTANT PAIR OF WILLIAM IV SILVER-GILT SIX-LIGHT CANDELABRA FROM THE PEMBROKE SERVICE

by Paul Storr, London 1835, each engraved 'Published as the Act directs by Storr and Mortimer 156 New Bond Street, London Octr 15, 1835. Nr 42'

In the Rococo revival style with abundant scroll and acanthus leaf decoration, the six lights joined to the spiralling stem by twisting bifurcated branches, surmounted by a wyvern with wings outstretched, one putto mid-way up the stem waving flowers at another putto reclining below, the whole supported on an openwork triform base with cyphers and coronet integrated into the design for the Earl of Pembroke. height 76.5cm, weight together 691oz, individually: 342.5oz and 348.5oz.

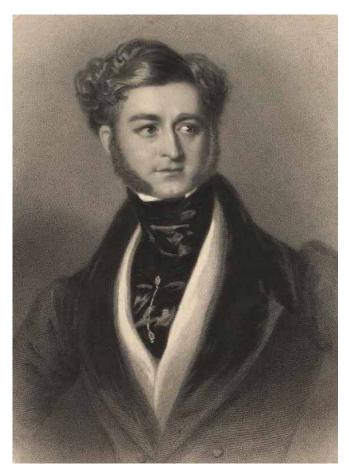
£120,000 - 180,000 €140,000 - 210,000 US\$160,000 - 240,000

#### Provenance

Robert Henry Herbert, 12th Earl of Pembroke and 9th Earl of Montgomery (1791 -1862).

Christie and Manson, Catalogue of the magnificent contents of the mansion of the Right Hon. the Earl of Pembroke... 7, Carlton House Terrace, London, 5th May 1851, lots 75 and 76.

By repute, acquired in the late 19th century and thence to the current owner by descent.



William Holl, 1837, Robert Henry Herbert, 12th Earl of Pembroke.

Robert Henry Herbert, 12th Earl of Pembroke and 9th Earl of Montgomery (1791 –1862) was the eldest surviving son of the 11th Earl of Pembroke and Elizabeth Beauclerk, a great-greatgranddaughter of Charles II. He spent his childhood at Wilton House, Wiltshire, the seat of the Earls of Pembroke sinace 1551. After his education at Harrow he travelled to Sicily where in 1814 he entered into marriage against his father's wishes with the recently widowed wife of Prince Ercole Branciforte di Butera, who had died only a month and a half before. On the grounds that it had been a clandestine marriage the 11th Earl compelled the authorities in Palermo to separate the couple, and managed to persuade his son to abandon the princess and return to England.

On his father's death in 1827, the 12th Earl succeeded to the title and took his seat in the House of Lords in 1833. Taking no interest in these duties, he soon left for Paris where he lived in a residence at 19 Place Vendôme, which he fitted out in the 18th century French style and with unreserved opulence. Here he entered into a relationship with the ballet dancer Elisa Sheffer with whom he had four illegitimate children, while at the same time, during his frequent trips to London, siring a further three illegitimate children with another woman, all of whom he provided generously for in his will. His obituary described him favourably: 'His person, his manners, his dress, belonged rather to the elegant school of the best days of George III... brilliant and distinguished in society, he maintained to the last the reputation of a man of elegance and fashion.'





#### The Pembroke Service

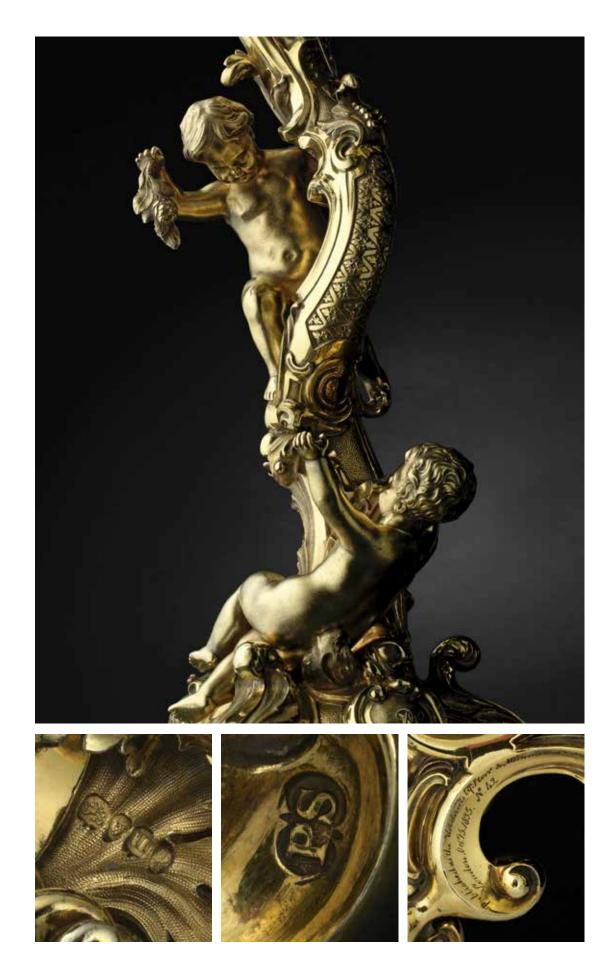
'A subject of general conversation among the upper classes, at the moment, is a splendid service of plate, for thirty persons, just arrived at Paris, belonging to the Earl of Pembroke, and which a privileged few have been permitted to view at his Lordship's residence. Its weight is 630 pounds French, and it cost upwards of 700,000f.; one piece, a candelabrum, is estimated at 40,000f. Its manufacture occupied three years. Nothing can exceed the beauty and delicacy of the chasing, and the engraving of his lordship's arms displays the most skilful workmanship.'

So ran a newspaper article in December 1835. However, the weight given here accounts for only part of the Earl's service which was described as weighing 370 kilogrammes in the 1862 sale catalogue of the contents of his Paris home which took place shortly after his death. Even this figure does not account for the entirety of the service: the pieces kept at his London residence at 7 Carlton House Terrace, where he resided during his trips to London from 1846-1851, add to the total substantially. These pieces came up for sale during the Earl's lifetime when he sold the mansion in 1851. It was this sale that included the current candelabra, sold as two lots and described as:

75 A VERY HANDSOME CANDELABRUM, with twisting stem, surrounded by foliage, up which two boys are climbing; on a tripod openwork scroll stand, with branches for six lights, surmounted by a griffin-31 in. high

# 76 THE COMPANION CANDELABRUM

The hallmarks on the forty-five or so pieces that have surfaced at auction in the past forty years range from 1828 – 1837, showing that the creation of the service was a particularly lengthy affair and must rank as one of Storr's largest.



The grandest piece from the Pembroke service is the nine-light candelabrum, now in the Metropolitan Museum of Art, New York. It featured as the first lot in the 1862 Paris sale, and was described as 'a piece of goldsmith's work in the most beautiful style and of remarkable execution'. Astonishingly, this catalogue also reveals that the candelabrum could be augmented to twenty-seven lights by means of ormolu branches, sold in the same lot but now seemingly lost.

The present candelabra are almost identical in overall form to the larger candelabrum. They fit in well with the Earl's taste for French rococo style, and may well have been intended to sit either side of the nine-light example. The design is a riot of movement and energy, defying the viewer to focus on one particular area. Almost inevitably, the eye is drawn upwards to the wyverns perched majestically above the turmoil below. Some order is lent by the clever way the asymmetrical scrolls are positioned symmetrically opposite each other, and the subtle use of contrasting smooth, matte and heavily textured surfaces which allow each element to stand out on its own rather than blurring into the whole.



Nine-light candelabrum from the Pembroke Service

#### Further items from the Pembroke Service noted at auction and in collections

A circular tray, Paul Storr, London 1828 - Christie's New York 30/10/1991 lot 277.

A breakfast service (tray, kettle, hot water jug, three-piece tea service, butter dish, two circular dishes, toast rack), Paul Storr, London 1829-36, Sotheby's London 10/03/1977 lot 201.

A tea caddy spoon, Paul Storr, London 1832 - Sotheby's London 14/12/1989 lot 63.

A pair of sauce ladles, Paul Storr, London 1834 - Sotheby's New York 5/12/2015 lot 94.

A meat dish, Paul Storr, London 1834 - Christie's London 26-27/11/2013 lot 469.

A 'tree and well' meat dish, Paul Storr, London 1834 - Christie's New York 21/04/16 lot 102.

Twelve plates, Paul Storr, London 1834 – Christie's London 25/11/2008 lot 170.

Three further plates, Paul Storr, London 1834 - Private collections.

A pair of oval dishes, Paul Storr, London 1834 - Moss Collection.

A nine-light candelabrum, Paul Storr, London 1835 - Metropolitan Museum of Art, New York.

Two candlesticks, Paul Storr, London 1835 - Private collection.

A pair of sauce boats, Paul Storr, London 1835 - Christie's New York 27/10/1992 lot 203.

A cruet stand, Paul Storr, London 1835 - Christie's New York 27/10/1992 lot 204.

A pair of salt cellars, Paul Storr, London 1835 - Christie's New York 19/04/1990 lot 362; a further pair of salt cellars, Paul Storr, London 1835 -Christies New York 21/10/1993 lot 412.

A soup tureen (lacking cover), Paul Storr, London 1835 - Moss Collection

An ormolu plateau, signed Storr & Mortimer 1835 - Christie's New York 18/10/1994 lot 314.

A bread basket, Paul Storr, London 1836 - Gans Collection.

A caster, Paul Storr, London 1836 - Bonhams London 7/03/2018 lot 78.



95

#### 95<sup>TP</sup>

#### AN 18TH CENTURY FLEMISH PASTORAL TAPESTRY

depicting a bucolic landscape, a town in the distant background, in the foreground a group of figures taking shelter beneath a tree, the main figure of a woman possibly representing the embodiment of Charity as she offers refreshment to a smaller figure to her right, another figure stands behind her while the other sits at her feet, a flask stands on the ground, set within a decorative foliate border with flowers, quivers and arrows and oil lamps, 323cm x 240cm

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200

96<sup>TP</sup>

### A LARGE 17TH CENTURY FLEMISH HISTORICAL **TAPESTRY**

possibly by Michael Wauters, part of a series of tapestries, the main field depicting Diocletian to the left in 285 AD, bestowing the western half of the empire on Maximian to the right, the scene is set in Milan, the open book reading 'Lex Romanorum' all figures in typical 17th century dress with some in more classical attire, the figure in red possibly Bishop Monas,

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

410cm x 210cm

#### Provenance

Purchased from unidentified Christie's sale, lot 472.



96



97<sup>TP</sup>

# A LARGE FLEMISH TAPESTRY, DEPICTING SELENE, CUPID AND ENDYMION

the main field showing the moon-goddess Selene wearing her typical blue cloak and star diadem, her chariot drawn by three horses, accompanied by Cupid who bears a small jewellery box, visiting the shepherd prince Endymion as he sleeps the eternal slumber of youth, the background depicting a citadel in the far distance and a sky slowly descending into nightfall, set within a decorative architectural border adorned with ornamental flowers and, a horn in the bottom left and a large purse in the bottom right, 381cm x 239cm

£5,000 - 7,000

€5,700 - 8,000 US\$6,600 - 9,200



# A LATE 17TH / EARLY 18TH CENTURY GILT AND PATINATED **BRONZE GROUP OF THE LAOCOON**

after the Antique, probably French

depicting the Trojan priest Laocoön and his sons Antiphantes and Thymbraeus being attacked by sea serpent, on integral stepped rectangular base, dark brown and parcel gilt patina, raised on a gilt bronze mounted swept rectangular ebonised wood plinth, the bronze, 61cm high, 71cm high including plinth base (2)

£60,000 - 80,000 €68,000 - 91,000 US\$79,000 - 110,000

#### Provenance

Montgermont collection. Galleries Georges Petit, Paris, 16-19 June 1919, lot 340. Ader Picard, Paris, 23 March 1979, lot 8. Acquired by a UK private collector, Sotheby's, London, 4 July 1996, European Sculpture and Works of Art from the collection formed by the British Rail Pension Fund, lot 47.

#### **Exhibited**

Victorian and Albert Museum, 1979-1980. Colgate University, New York State, 1983-1996.

In Greek and Roman mythology, the Laocoon a Trojan priest and the son of Acoetes was attacked with his two sons by giant serpents sent by the gods in their displeasure. The Trojan priest had attempted to expose the deception of the Greeks, led by wiley Odysseus, in the Trojan horse by striking it with a spear. The Gods sent the serpents to silence the Laocoon and thus Troy fell. Although not mentioned by Homer, the tragic tale by Sophocles of Laocoon and his family was mentioned by other Greek writers including Virgil although in certain cases the original story varies to some degree.

Discovered in S. Maria Maggiore, Rome in 1506, the original marble sculpture of the Laocoon was purchased by Pope Julius II soon afterwards and taken to the Belvedere where it was installed in a courtyard niche.

It was ceded by Pope Pius VI to the French under the terms of the Treaty of Tolentino in 1797 and arrived in Paris in triumph in 1798 to great acclaim. By 1800 it was displayed in the Musee Central de Arts. However, it was finally returned back to Rome where it was re-instated at the Belvedere in 1816.

Admired by Michelangelo, the Laocoon soon superseded that of the other famed piece of antique sculpture, the statue of Apollo. It was copied in the early 16th century marble by Bandinelli and in bronze by Sansovino. Other copies were made for Fontainebleau. The popularity of the work in France led to some of the earlier copies, made for Italian patrons making their way to France in the 17th century. By 1696 a marble copy had been made by Jean Baptiste Tuby for Versailles and a bronze version made from casts prepared by the Kellers under Girardon was acquired by Sir Robert Warpole's son Robert in Paris in the early 18th century for Houghton Hall in Norfolk. However large versions of the work were relatively scared due the difficulty of taking and transporting casts and the problem of accommodating replicates.

Greatly admired for the realism of the anatomy and physiognomy, the work inspired artists and writers and quickly moved into the psyche of the general public. By the 18th century the exact nature of the agony and emotion and physical pain of each of the protagonists of the piece were hotly debated and this continued into the 19th century reflecting the cultural and moral mores of the day.

#### Literature

F. Haskell & N. Penny, 'Taste and the Antique, Yale, U.P. 1981, no. 52.





99<sup>TP</sup>

## A FRENCH RESTAURATION GILT-BRONZE TWENTY FOUR **LIGHT CHANDELIER**

the dished central section with lobed urn finial and acanthus flambe terminal issuing six foliate scroll arms with lotus nozzle terminals, each with three further short foliate scrolling arms with reeded lobed nozzles, interspersed by anthemion and palmettes motifs, the reeded central stem below a lotus cast corona with six suspension rods, 115cm drop

£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

#### Provenance

The Smoking Room, later the Sitting Room at Easton Neston, Northamptonshire and appears in two inventories: Inventory of the mansion and contents, Easton Neston House,

Towcester, January 1923. Typed document (Family Archive) in the Smoking Room. Inventory and Valuation of the Household Furniture, ornamental

effects, pictures and other items at Easton Neston House, Towcester, Northants, February 1927. Typed document. (Family Archive) in the Smoking Room.

The Property of the Trustees of Frederick, 2nd Baron Hesketh, deceased estate, Sotheby's London, Important Continental Furniture, Ceramics and Clocks, 2 December 2008, lot 264 (£17,500).



100<sup>TP</sup>

# AN EARLY 19TH CENTURY SWEDISH GILT BRONZE AND PINK AND **CLEAR CUT GLASS EIGHT LIGHT CHANDELIER**

in the Gustavian manner

of open-framed tent and bag form with composite slender baluster central stem, the central foliate pierced girdle issuing scrolling candle arms with turned nozzles and ribbed drip-pans, the whole hung with faceted beaded chains and pear-shaped drops,

116cm drop, 71cm diameter approximately

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Sotheby's New York, Ariane Dandois Volume I, 25 October 2007, lot 72 (\$97,000).



101<sup>Υ Φ</sup>

# DEMETRE CHIPARUS (1886-1947): AN ART DECO PATINATED BRONZE AND CARVED IVORY STUDY

ENGRAVED SIGNATURE TO BASE; CIRCA 1925 cast and carved as a female dancer from the Ballet Russes in elaborate costume, the figure poses dramatically on one leg with both arms raised; off a stepped and dual-coloured marble base

height 33.5cm, signed to base 'D.H.Chiparus'

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000





102<sup>Υ Φ</sup>

# DEMETRE CHIPARUS (1886-1947); 'THE SKATER' AN ART DECO PATINATED BRONZE AND CARVED IVORY STUDY

ENGRAVED SIGNATURE TO BASE; CIRCA 1925

the female figure mid-skate with one leg out behind her and one arm outstretched in front, her scarf blowing behind her in the wind, the deep green bronze patina with painted gilt highlights; the figure raised on a white onyx and black stone stepped base height 35.5cm, engraved signature 'D.H.Chiparus'

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900



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

#### AN IMPRESSIVE LOUIS XVI GILT AND PATINATED BRONZE AND WHITE MARBLE FIGURAL MANTEL CLOCK BY LAURENT **RIDEL (FRENCH, ACTIVE CIRCA 1789)**

the dial and backplate signed Ridel à Paris, the case possibly attributable to Pierre-Philippe Thomire (1751-1843), the enamel dial probably by Joseph Coteau (French, 1740-1801)

the drum case surmounted by a winged putto playing cymbals above a cast figural panel depicting Venus and Adonis standing beside a brazier between two winged putti, the whole flanked by two seated infant satyrs blowing horns, thyrsus and tambourines at their feet, raised on a rounded end panelled plinth base centred by a twin sphinx and ribbon tied wreath mount and flanked by portrait masks of Medusa, on large engine turned bulbous toupie feet, the 6.5" floral swag enamelled Arabic dial with outer guarter hour markers and inner calendar date ring, with gilt pierced hour and star pointer minute hands and blued steel calendar date pointer, the brass twin train movement with later escapement and outside countwheel striking on a bell, 56cm high, 68cm wide, 19cm deep

£6,000 - 8,000 €6.800 - 9.100 US\$7,900 - 11,000

#### Provenance

Private Oxford collection

A near identical Louis XVI gilt bronze and marble clock modelled after Thomire with a movement by Molliens of Paris is illustrated in Pierre Kjellberg's Encyclopédie de La Pendule Francaise, du Moyen Age au XXe siècle, Les editions de l'amateur, p. 259, fig. c., and a similar clock is in the permanent collection of the Musée du Louvre.





104<sup>TP</sup>

### A PAIR OF SWEDISH BLYBERG PORPHYRY PEDESTAL URNS **AND COVERS**

in the neo-classical taste, probably first half 19th century of elegant ovoid form on ring turned waisted moulded socles and integral square plinths, the detachable waisted necks with separate shallow domed covers,

old chipped loss to one neck, 56.5cm high (2)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

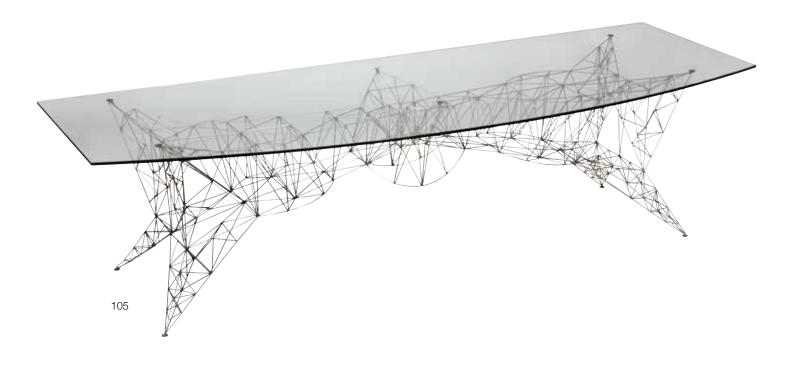
#### Provenance

Property of Colonel Robert Adolphus Lyall D.S.O. (1876-1948) and his wife, Mrs Catharine Lyall (nee Broadwood Rivas) of Nederburg, South Africa.(1924-35). Thence by descent to the present vendor.

Born into a family with connections to India and the colonies, Robert Lyall had a distinguished army career in India in the late 19th and early 20th century. His great uncle George Lyall had been Chairman of the East India Company at various dates between 1830 and 1850 and his father Alfred Comyn, Lyall, a distinguished writer and poet, was Foreign Secretary to the government of India in 1878. Robert's mother Cora was of South African Dutch descent so when it came to purchasing a new marital home, he bought the famous Nederburg estate in South Africa in 1924 as a fitting present for his new bride.

Catharine's family, who were descended from the Swiss born John Francis Antoin Rivas and his son Vincent Francis - both Chairmen of Lloyds in 18th century, was also involved with the affairs of India in the 19th century.

By family repute, the urns were gifts to the couple from their family commemorating their wedding and remained in the house until they returned to England in 1935.



105<sup>AR TP</sup>

# **TOM DIXON (BRITISH, B.1959)** PYLON TABLE, DESIGNED 1992, EXECUTED EARLY 1990'S

Welded steel, replacement glass top 300cm x 115cm x 78.5cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

# Provenance

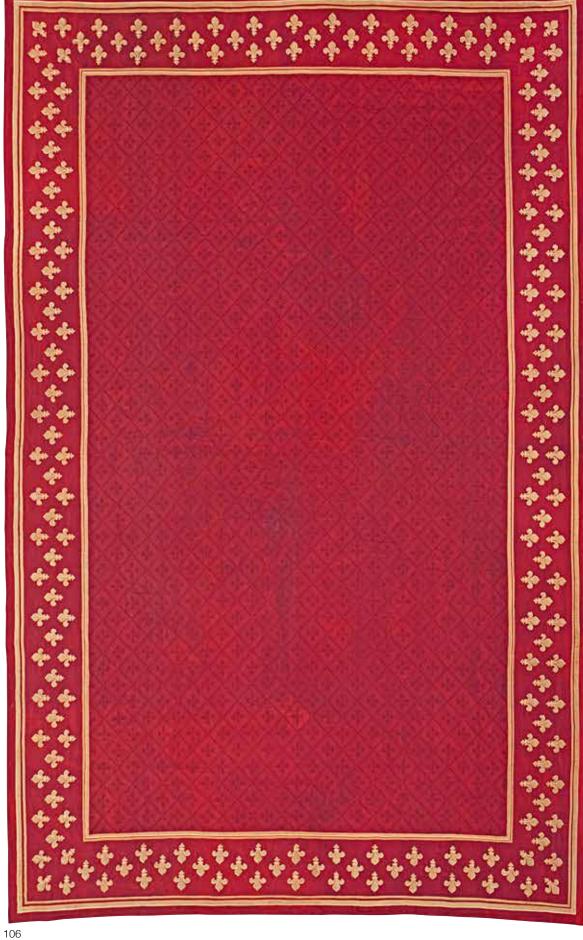
Acquired by the present owners from Tom Dixon in the early 1990s.

106<sup>TP</sup>

### AN IMPRESSIVE LATE 19TH CENTURY AUBUSSON CARPET **FRANCE**

the stately red ground with a lightly impressed pattern of squares containing a small central circle surrounded by four smaller circles to give a subtle floral indication, the golden border containing an ordered arrangement of regal fleur de lys throughout, 11m x 7m

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000





107

# A PAIR OF SECOND HALF 19TH CENTURY FRENCH EQUESTRIAN BRONZE FIGURES OF HENRY IV AND CHARLES I

both clad in armour and holding ceremonial staffs on ribbon tied caparisoned horses, brown patina, mounted on rectangular Verde Antico and black marble stepped plinth bases, 41cm and 41.5cm high overall including plinth bases (2)

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

#### Provenance

Acquired by a private UK collector, Christie's, London, 22 January 1986, Sculpture, lot 76.

108<sup>TP</sup>

# ALFRED GUILLAUME GABRIEL GRIMOD D'ORSAY, KNOWN AS 'COMTE D'ORSAY' (FRENCH, 1801-1851): A BRONZE FIGURE OF TSAR NICHOLAS I

posed full length in military uniform, with ceremonial sword, his feathered bicorn in his left hand behind his back, on stepped rectangular base, the rear with dated foundry stamp inscribed COUNT. D'ORSAY. SCULPT. LONDON 1846., dark brown patina, 66cm high, together with a contemporary turned mahogany pedestal, the rectangular plateau top on lotus and spiral tapering column support, the corresponding stepped base with lobed socle, the column, 83.5cm high (2)

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

#### Provenance

A private UK collection.

Comte d'Orsay studied sculpture in Florence and Paris before arriving in London in 1823. A celebrated dandy and aesthete he mixed in aristocratic circles and enjoyed success as a painter and sculptor in both Paris and London, exhibiting at the Royal Academy throughout the 1840's and also at the Paris Salon from 1845. He was nominated as the Director of the Beaux-Arts in 1852 by Louis-Napoleon and exhibited his bronze equestrian statue of Napoleon in 1849 at the Paris Salon.





109<sup>AR TP</sup>

# ATTRIBUTED TO GILBERT POILLERAT (FRENCH, 1902-1988); A LOW OCCASIONAL TABLE

**CIRCA 1943** 

the wrought iron and parcel gilt frame decorated with stylised leaves and prongs, with a star design to the central stretcher and raised on circular scallop shaped cup feet; with replacement painted marbleeffect table top insert

frame 100.8 x 56 x 56 (cms); table top 100.8 by 50.5 (cms)

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

# Literature

For a similar illustrated example of a larger dining table, see Francois Baudot's 'Gilbert Poillerat; Maitre Ferronier', Editions Hazan, 1992, page 90.





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#### 110

#### RENÉ LALIQUE (FRENCH, 1860-1945); 'CALYPSO; SOURCE DE LA FONTAINE' A LARGE FROSTED AND POLISHED GLASS **STATUE**

ENGRAVED SIGNATURE 'R.LALIQUE, FRANCE'; PRE 1947 design introduced in 1924, Marcilhac no. 837; mounted on original wooden box base, with metal fixings holding the base of the statue in

height 75.8cm (with box mount), 69.5cm (excluding box mount)

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

#### Literature

The publication 'Connaissance des Arts; Special Issue', produced in association with the Musée Lalique, titled 'The Aquatique World of Lalique' (SFPA, Paris, 2014, page 29) illustrates three 'Source de la Fontaine' models mounted on the same type of wooden bases suggesting their originality.

# RENÉ LALIQUE (FRENCH, 1860-1945); 'ALIA; SOURCE DE LA FONTAINE' A LARGE FROSTED AND POLISHED GLASS STATUE

INSCRIBED SIGNATURE; PRE 1947

design introduced in 1924, Marcilhac no. 848; mounted on original wooden box base, with metal fixings holding the base of the statue in

height 64.5cm (with box mount), 58.5cm (excluding box mount); inscribed signature 'R.Lalique' to reverse of statue

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

This statue design was used by René Lalique for a monumental glass fountain that was erected at the 1925 'L'Éxposition Internationale des Arts Décoratifs et Industriels Modernes' in Paris.

The fountain stood 15 metres high and featured 128 statues, when the fountain was dismantled the statues were sold individually. They proved popular and further models were produced up until 1947.

#### Literature

The publication 'Connaissance des Arts; Special Issue', produced in association with the Musée Lalique, titled 'The Aquatique World of Lalique' (SFPA, Paris, 2014, page 29) illustrates three 'Source de la Fontaine' models mounted on the same type of wooden bases suggesting their originality.

## RENÉ LALIQUE (FRENCH, 1860-1945); 'THALIA; SOURCE DE LA FONTAINE' A LARGE FROSTED AND POLISHED **GLASS STATUE**

PRE 1947

design introduced in 1924, Marcilhac no. 842; mounted on original wooden box base, with metal fixings holding the base of the statue in place height 65cm (with box mount), 58.5cm (excluding box mount) (faults)

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200

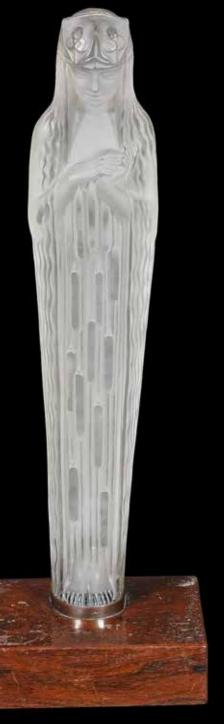
This statue design was one used by René Lalique for a monumental glass fountain that was erected at the 1925 'L'Exposition Internationale des Arts Décoratifs et Industriels Modernes' in Paris.

The fountain stood 15 metres high and featured 128 statues, when the fountain was dismantled the statues were sold individually. They proved popular and further models were produced up until 1947.

This particular statue does have a drill hole to the top of the head, this suggests it could have been one of the original 128 used in the fountain itself, as such a hole would have likely been required to allow for the assembly of the construction.

## Literature

The publication 'Connaissance des Arts; Special Issue', produced in association with the Musée Lalique, titled 'The Aquatique World of Lalique' (SFPA, Paris, 2014, page 29) illustrates three 'Source de la Fontaine' models mounted on the same type of wooden bases suggesting their originality.





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## **GAETANO PESCE (ITALIAN B.1939)** SANSONE II TABLE DESIGNED 1987, MANUFACTURED BY CASSINA, ITALY

Painted black and red resin, welded metal lattice frame, polyurethane 200cm x 91cm x 75.5cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

## 114<sup>TP</sup>

## MARC NEWSON (AUSTRALIAN, B. 1963) FELT CHAIR, DESIGNED 1998, MANUFACTURED BY CAPPELLINI, ITALY

Black lacquered fibreglass, tubular steel 66cm x 95cm x 82cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000

## MARC NEWSON (AUSTRALIAN, B. 1963) A PAIR OF WICKER CHAIRS DESIGNED C.1990 FOR IDÉE, JAPAN

Woven cane, powder-coated and polished tubular steel with manufacturer's label 67cm x 87cm x 76cm

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200







## ALBERT ERNEST CARRIER-BELLEUSE

The sculptor Albert Ernest Carrier Belleuse, born in 1824 began work in an engraving works under the supervision of the proprietor Bauchery at the age of 13 before moving to work in the studios of the sculptor Fauconnier.

With the help of the acclaimed sculptor David D'Angers he enrolled at the Ecole des Beaux Arts before leaving to study decorative arts at the Petite Ecole.

Within a short space of time he had become a well-known modeller working on commissions for candelabra, dishes and bowls for the porcelain industry who used them to create the works in this ceramic medium and by 1850 he even had arranged a contract with the English factory of Minton.

Carrier made his debut as a sculptor at the Salon of 1857 but his first critical success came with his nude study of a Bacchante which was purchased by the Emperor Napoleon III for the Tuilery gardens at the Salon of 1863.

This royal stamp of approval ensured an immediate popularity with the French public ensuring both critical and commercial success for the idealised busts and figures and portrait busts and figures he created including monuments such as Dumas Pere in 1884 and the prestigious contracts for the decorative figural work to the facades of the Louvre, the Bank of France and the new Opera House in Paris.

Carrier's output included every aspect of the decorative arts including designs for all manner of decorative and useful objects and a series of drawings published by Goupil in 1884 which presented his ideas on the application of the human form in industrial decoration.

Along with Jean-Baptiste Carpeaux (French, 1827-1875), Carrier was responsible for influencing the major changes in French sculpture from the classical to the more romantic and baroque and ultimately to that of realism and impressionism in the closing years of the century.

## 116<sup>TP</sup>

## ALBERT ERNEST CARRIER-BELLEUSE (FRENCH, 1824-1887): A BRONZE PORTRAIT BUST OF PETER PAUL RUBENS

the bearded artist looking to dexter wearing a corded and tassel-tied hat with upturned wide brim, clad in a lace collared shirt and draped cloak, signed to the rear A CARRIER BELLEUSE, and with Pinedo foundry mark, rich dark brown patina, on circular rotating socle and rouge marble square plinth base, 58cm high

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

## Provenance

Acquired by a private UK collector, Robert Bowman, London, 28 November 1995.

## ALBERT ERNEST CARRIER-BELLEUSE (FRENCH, 1824-1887): A BRONZE PORTRAIT BUST OF REMBRANDT VAN RIJN

the bearded artist wearing a cap over his flowing curling hair and clad in a slashed and jewelled bodice beneath a fur collared cloak, signed to the rear A CARRIER, dark brown patina, on waisted circular socle and rouge marble square plinth base, 49.5cms high

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

## Provenance

Private UK collection

118<sup>TP</sup>

## ALBERT ERNEST CARRIER-BELLEUSE (FRENCH 1824-1887): A BRONZE PORTRAIT BUST OF WILLIAM SHAKESPEARE

the bearded playwright looking to dexter, clad in a cord-tied jerkin and drapery, signed to the rear A. CARRIER-BELLEUSE, PARIS and with *Pinedo* foundry mark, dark brown patina, raised on a later rouge marble socle and integral plinth base, 43cm high, 54cm high including socle

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

## Provenance

Private UK collection

119<sup>TP</sup>

## ALBERT ERNEST CARRIER-BELLEUSE (FRENCH, 1824-1887): A BRONZE PORTRAIT BUST OF ALBRECHT DURER

the bearded artist wearing a cap over his flowing curling hair and clad in a strapwork decorated pleated and slashed bodice beneath a fur collared cloak, signed to the rear A.CARRIER, dark brown patina, on circular socle and shallow rouge marble square plinth base, 51cms high

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

## Provenance

Private UK collection







## A FRENCH LATE 19TH/EARLY 20TH CENTURY JASPERWARE AND GILT BRONZE MOUNTED KINGWOOD VITRINE BY FRANÇOIS LINKE

The moulded marble inset top above a ribbontied floral garlanded mounted frieze centred by a Jasperware tablet depicting a pair of addorsed bacchic fauns transporting a young Bacchus reclining on a vine-leaf stretcher, flanked by canted angles with ribbon-swagged and volute scroll cast herm-bust mounts, above a bevelled glass inset panel mounted door with an oval Jasperware plaque below depicting Venus and Cupid within a gilt bronze ribbon-tied floral and berried acanthus surround issuing scrolled flowers and foliage, enclosing a mirrored interior and three glass shelves, on cabriole legs,

67cm wide x 38cm deep x 149cm high, (26in wide x 14 1/2in deep x 58 1/2in high)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

The present lot is an example of the impressive oeuvre of Francois Linke and represents a typical amalgamation of various designs he produced for vitrines, to which he allocated the index numbers 38, 230 and 1122.

Two virtually identical vitrines to the offered lot sold respectively Sotheby's, New York, 18 April 2015, Private Collections, lot 477 and Sotheby's, New York, 14 October 2015, Property from a Distinguished Private Asian Collection, lot 162.

## Francois Linke

Linke was born in Bohemia, but moved to Paris where he established his business circa 1880 at 170, Rue du Faubourg Saint-Antoine, and from 1900 onwards he opened a showroom at 26, Place Vendôme. Linke made a huge impact at the 1900 Exposition Universelle in Paris, at which he presented vigorous reinterpretations of the Rococo style. He was ultimately honoured with a Gold medal and his success acquired wealthy patrons from across the world. He was admired so much in France that he was even awarded the 'Croix de la Légion d'Honneur' by 1906.

## Literature

Christopher Payne, François Linke (1855-1946), The Belle Epoque of French Furniture, 2003.



122<sup>AR TP</sup>

## JOHN MAKEPEACE (BRITISH, BORN 1939) A SPINK TABLE, ONE OF THREE, DESIGNED AND EXECUTED

Macassar ebony, laminated plywood, mahogany plywood, the underside inscribed thus: Designed by John Makepeace and made in his workshops 1980 80cm x 37.5cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

## Provenance

Acquired directly from John Makepeace at his Parnham workshops in 1980, and thence by descent to the current owners.





123<sup>AR TP</sup>

## JOHN MAKEPEACE (BRITISH, BORN 1939) A DESK AND CHAIR, DESIGNED AND EXECUTED IN 1985

Burr-elm, elm, leather, the underside of the desk inscribed thus: Designed by John Makepeace and made in his workshops by Mark Coray 1985

Desk: 192cm x 100.5cm x 95cm Chair: 64cm x 55cm x 95cm

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

## Provenance

Originally commissioned for the Chairman of the Association of British Insurers, and thence by descent.

# MARIO CEROLI (ITALIAN, B.1938) A SOFA, DESIGNED 1966, EDITIONED BY POLTRONOVA

Pine, branded left-hand side Ceroli Poltronova 62cm x 68.5cm x 70.5cm

£2,500 - 4,000 €2,900 - 4,600 US\$3,300 - 5,300







125<sup>TP</sup>

## MARIO CEROLI (ITALIAN, B.1938) A PAIR OF LOUNGE CHAIRS, DESIGNED 1966, **EDITIONED BY POLTRONOVA**

Pine, each chair branded front left Ceroli Poltronova 81.5cm x 67.5cm x 80cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600





## MARIO CEROLI (ITALIAN, B.1938) FOUR FRATINA CHAIRS, MANUFACTURED BY POLTRONOVA, ITALY 1970-1973

Pine 59cm x 50cm x 189cm

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600 127<sup>TP</sup>

## MARIO CEROLI (ITALIAN, B.1938) ROSA DEI VENTI TABLE MANUFACTURED BY POLTRONOVA, ITALY 1970-1973

Pine inlaid with walnut and metal depicting the points of a compass, one base support branded Ceroli Poltronova 165 cm x 74.5 cm

£8,000 - 10,000 €9,100 - 11,000 US\$11,000 - 13,000

### 128

# JEAN JACQUES PRADIER (FRENCH, 1790 -1852): A BRONZE FIGURAL GROUP OF ZEPHYR AND FLORA

on oval naturalistic moulded base, signed to the drapery *J.PRADIER*, the base inscribed and dated *J.Pradier / 1851*, brown patina, raised on a black marble oval moulded plinth, *42.6cm high* 

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

## Provenance

Acquired by a private UK collector, Sotheby's, London, 29 November 1991, 19th Century Sculpture, lot 64.

129<sup>TP</sup>

# A PAIR OF IMPRESSIVE 19TH CENTURY ITALIAN BRONZE URNS

in Renaissance Revival style

of campana form with twin infant Satyr, grotesque mask and rusticated fruiting vine high scrolling handles, the ovolo rims above bodies cast with figural scenes of Bacchanalian revels, on twin kneeling Baccante figural pedestals and scrolling square bases, dark black-brown patina, each with a tin liner, 76cm high, 63cm wide approximately (2)

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

## Provenance

Acquired by a private UK collector, Sotheby's, Billingshurst, 30 May 1989, Garden Statuary, lot 489.





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

## **HIRMAN POWERS (AMERICAN 1805-**1873): A CARVED CARRARA MARBLE **BUST OF 'EVE DISCONSOLATE'**

the idealised maiden with flowing braided hair looking slightly to sinister, on a reeded edged swept integral base signed to the rear H.POWERS sculpt and a waisted moulded rectangular socle base, 56cms high

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

## Provenance

Acquired by private UK collector, Sotheby's, London, 15 March 1991, 19th Century Sculpture, lot 147.

## Literature

Richard P. Wunder, Hiram Powers, Vermont Sculptor, 1805-1873, Vol. I & Vol. II, pp.'s

W.H. Gerts, American Neoclassic Sculpture, The Marble Resurrection, 1973, New York, pp.'s 53 and 70-1.

Executed by the celebrated American neo-classical sculptor Hiram Powers. 'Eve Disconsolate' (also known as "Paradise Lost" and "Eve after the Fall") depicts Eve in the moment after she succumbs to temptation.

Hiram Powers created this figure because he was not completely satisfied with his earlier statue 'Eve Tempted.' He felt it did not adequately convey the "expression of bewilderment, distress, and remorse, which must have appeared on the face . . . of Eve.". Powers often created different versions of a statue for different clients. The bust of Eve Disconsolate was modelled several years before the full-length statue was completed.

In Wunder's catalogue raisonné he stated that Powers recorded how marble replicas of the bust of 'Eve Disconsolate' were made in marble in the following sizes: a full size (28" high) and a two thirds size (19" high). However, in his inventory of the known models of this subject, bust no. 35 is recorded as being 22 1/2" high. Signed 'HIRAM POWERS Sculp', this bust was sold by Christies New York, 31 May 1985, lot 17 to the Hirschl and Alder Galleries. Wunder comments that 'This two thirds' s size replica may have figured on the inventory of the distribution of the remaining pieces in Power's studio as the unfinished bust distributed to Preston Powers (see no. 31 on the same inventory). However, a further comparable bust is listed on the inventory as no. 36 measuring 22 34" high. This no. 36 bust is listed as 'Provenance Unknown' and was sold Philips Auctioneers, London, 26th November 1985.





## A LATE GEORGE II CARVED MAHOGANY DOUBLE CHAIR **BACK SETTEE**

circa 1755-60

The scroll, acanthus and rocaille carved shaped toprail with shell ears, above two vase shaped splats pierced with interlaced lozenges and frets, with scrolled arm supports, over a quatrefoil and geometric blind fretwork seat frame, on three conforming square section front legs terminating in guttae feet, with splayed rear legs, 118cm wide.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

The notably architectural element of guttae feet connects the offered lot to an armchair currently housed at the Victoria and Albert Museum, W.17-1977, which has conforming feet. This comparable example originally formed part of a suite comprising over twenty-four armchairs and four settees supplied, circa 1760, by William Vile (1705-67) and John Cobb (-) for St. Giles's House in Dorset on behalf of Anthony Ashley-Cooper, the 4th Early of Shaftesbury (1711-71).

A set of eight related stools, also executed by Vile and Cobb, with virtually identical guttae feet were provided in 1753 by the Royal cabinet making partnership for The Vyne, Hampshire and are illustrated in A. Coleridge, Chippendale Furniture, p. 27, fig. 28, 1968.

The bold overall design of the offered lot is reminiscent of various Thomas Chippendale drawings which feature across all three editions of his unsurpassed furniture publication, The Gentleman and Cabinet-Maker's Director, 1753-62.

As with much of Chippendale's output during this period, the present settee represents a highly imaginative combination of the three most influential 'styles' then at the height of fashion in England; the 'French' or Rococo; the Chinese; and the 'Gothick'. The scroll, floral, shell and acanthus carved toprail, along with the sweeping scrolled arm supports, are all typical elements of the Rococo style founded in France. Whereas the pierced geometric splat and geometric blind fretwork are indicative of a 'Chinoiserie' influence while the blind quatrefoils to the legs, seat frame and stretchers are strong gothic features.

## AN IRISH MAHOGANY FOUR PEDESTAL DINING TABLE POSSIBLY ORIGINALLY BY MACK, WILLIAMS AND GIBTON

predominantly early 19th century however the top has been extensively restored

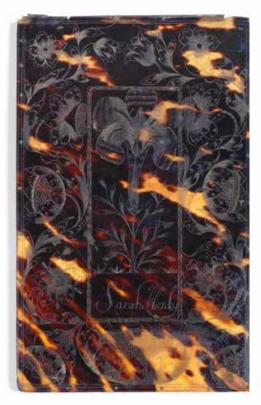
Comprising four tilt-top tables and three leaves, the rounded rectangular top with a moulded edge, on four very large ring turned baluster columns, with sixteen channelled downswept legs terminating in brass cappings and castors, 506cm wide x 151cm deep x 72cm high, (199in wide x 59in deep x 28in high)

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

Irish dining tables are characterised by their unusually thick moulded tops and large robust pedestals. Notable examples to appear on the auction market include a stamped four pedestal model by Mack, Williams and Gibton sold Bonhams, London 12 February 2012, lot 86, and another example from the Owston Collection, Bonhams, Australia, 25 June 2010, lot 145. A table by Gillingtons of Dublin again with a similarly characteristic thick moulded top sold Bonhams, London, 22 November 2005, lot 184. Also a further related dining table attributed to Mack, Williams and Gibton was sold anonymously, Christie's, London, 15 April 1999, lot 161.

The firm of Mack, Williams and Gibton were established at 39 Stafford Street, Dublin and were appointed Upholsterer's & Cabinet Makers to his Majesty, His Excellency the Lord Lieutenant and His Majesty's Board of Works. After the death of John Mack in 1829, the firm continued to trade as Williams and Gibton (1830-1844). They supplied some of the most important public buildings in Ireland, including the Four Courts, the War Office, the Barracks Office, Dublin Castle, the Chapel Royal and the Treasury and Viceregal Lodge. They were also commissioned to produce furniture for many prominent Irish houses such as Ballynegall, Co. Westmeath, Oakley Park, Co. Meath and Strokestown Co. Roscommon. The firm is recognized for the excellent timbers employed and their high quality of workmanship which is often compared to Gillows of Lancaster and London. Many of the furniture pieces they produced were inspired by designs published by Thomas Hope and George Smith.







133<sup>Y</sup>

## A RARE LATE 17TH CENTURY JAMAICAN COLONIAL **ENGRAVED TORTOISESHELL WIG COMB CASE CONTAINING** TWO COMBS INSCRIBED AND DATED 'SARAH HENLY, JAMAICA 1670'

possibly by Paul Bennett of Port Royal

the case of rectangular form, one side engraved with a central panel depicting an indigenous tropical flower, probably a Jamaican Iris, beneath the wording Sarah Henly, this wording possibly of a later date, within an undulating indigenous floral border, the reverse with a similar panel with wording 'JAMAICA 1670,' within a similar border, the case with one original silver clasp holding one double sided fine comb and one single sided coarse comb. each engraved with various indigenous flower heads and scrolling foliate motifs, 19.5cms high x 12.5cms wide x 0.6cms deep

£20,000 - 25,000 €23,000 - 25,000 US\$26,000 - 29,000

Acquired by a lady collector from the Cambridge antiques trade sometime in the late 1950's or early 1960's. Thence by descent.

This wig comb case and combs closely relate to a small group of objects which are some of the earliest known surviving works of art reflecting European culture from Jamaica. After England's conquest of Jamaica from the Spanish colonists in 1655, Port Royal developed into a large city and the thriving commercial centre of Jamaica. However, this all came to an end when a massive earthquake devastated the city in 1692 and two thirds of the city was swept under the sea.

The Institute of Jamaica has eleven of these combs, one large box with combs and one powder box. The first comb was purchased in London by members of the West India Committee in 1923. It was described by H.M.Cundall in The West India Committee Circular, (1923) as 'probably one of the earliest art objects in the British West Indies displaying European influence'. It was thought to have belonged to the Buccaneer, Sir Henry Morgan who was lieutenant governor of Jamaica between 1674-1682. In 1676 Sir Henry wanted to send a present to Sir William Coventry and chose, 'two large turtle-shell combs in a case the same'.

The flowers and foliage on the known comb cases and other related items represent some of the products of the Jamaican economy of that time. The two sizes of comb are usual, the narrow-toothed comb is thought to have been for extracting lice and the wide tooth comb for wigs.

Of the works in the Jamaican Institute's collection it is thought that they are from the hands of two craftsmen working between circa 1671-84 and 1688-1692 respectively. The current lot can be linked to the first group. Interestingly it bears the name Sarah Henly and is apparently dated 1670 - a year earlier than the previously recorded dated examples. The name may be contemporary to the date or possibly later added. Other known pieces in other collections again by this first maker include the Sir Cuthbert Grundy comb case, dated 1672, a round powder box lid and comb case in a private U.S collection dated 1677 and the 'Lady Smith' casket, which is considered to be the craftsman's masterpiece.

Philip Hart in his article Tortoiseshell Comb Cases, for the Jamaica Journal in November 1983 confirmed research which brought to light a possible candidate for a maker. Among the list of craftsmen and tradesmen in Port Royal before 1692 was a Paul Bennett, the only recorded comb maker. It is therefore possible that Bennett was the maker of the first group and possibly his son, apprentice or assistant was the maker of the second group.

An example possibly by Bennett is in the V & A collection (524 to B-1877). A similar comb case and two combs from the latter group dated 1685 was sold in these rooms as lot 39, 25th October 2017 (£37,000 hammer)

This current important set, which appears to be to dated the earliest on record, will be included in a forthcoming monograph by Jen Cruse and Peter Lang on the history of the late 17th century tortoiseshell works of art from Port Royal, Jamaica, a work currently in preparation. It is also hoped that information on the identity of 'Sarah Henly' will soon emerge, setting this particular case with its two combs within the vivid historical context of the day.

We would like to thank Jen Cruse and Peter Lang for their help in cataloguing this lot.









(detail)

## A FAÇON DE VENISE REVERSE-PAINTED GLASS PICTURE, **CIRCA 1570**

Hall-in-Tyrol or Innsbruck, of upright rectangular form, painted with The Fall or The Temptation of Adam and Eve, after an engraving by Marcantonio Raimondi, the naked figures standing beside trees, with Adam holding the Forbidden Fruit, the serpent disguised with the head of a woman, concealed among the leaves in the tree above Eve, beside further fruit, a detailed village or town in the background beneath a broad band of gold foil, visible area 24cm x 19.4cm (contained in a later frame)

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 26,000

## Provenance

Frank Wyndham Sholto Douglas Murray, from his house at 9 Stratton

Probably inherited from his father, the antiquarian and Egyptologist Thomas Douglas Murray (1841-1911)

Bruce Fearn Collection. The panel was purchased by his father in the 1950s from a house sale in Nottinghamshire

This dynamic representation of The Temptation of Adam and Eve is taken from a design by Raphael for the Stanze in the Vatican commissioned in 1508-9. The direct source is likely to be a print after Raphael by Marcantonio Raimondi. This engraving dates from the first quarter of the 16th century, probably circa 1512-14. The glass panel is a reversed or mirror image of the print, and of course this is to be expected as the glass was painted on the reverse of the glass panel. The painter of the glass picture copied the figures and trees from Raimondi's engraving but used much licence with details and th landscape background. The most significant difference is the additior of a vine and a leafy branch to hide the figures' nudity.

Bonhams sale of the Wolfgang Meixner Collection, 3 November 2016, lots 23-25 featured three reverse painted panels attributed to Innsbruck or Hall-in-Tyrol. Ryser's Reverse Paintings on Glass (1992) illustrates at p.16, fig.7 a related panel of the Descent from the Cross attributed to Hall-in-Tyrol. Further 16th century panels are in the Corning Museum of Glass and the Museo Vetrario in Murano. Ryser discusses these so-called 'Venetian Panels' and suggests these, and other related reverse-painted dishes, originated in Hall-in-Tyrol. Unlike later glass pictures, these panels were individually cast or formed rather than cut from larger panes of glass, resulting in their irregular edges and uneven, striated surfaces.





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135 -137 no lots.

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# AN INTERESTING LATE 17TH CENTURY EMBROIDERED LEATHER PURSE INSCRIBED HARBERT RANDOLPH, THE INTERIOR WITH DEDICATION DATED 1669 TOGETHER WITH A LATE 17TH/EARLY 18TH CENTURY TORTOISESHELL COMB WITH LEATHER CASE

the purse almost certainly of Ottoman origin, the comb probably Mexican the purse worked in silver and gold thread with flower motifs and inscribed *HARBERT(sic) RANDOLPH*, the interior inscribed in ink *From your obliged Cousen(sic) B Randolph, Smirna (sic) 25th June 1669*, the comb of plain double sided form, its case lined with pink silk and with silver filigree thread edging, *the purse, 11cm x 16.5cm, the comb, 12xm x 23cm* (3)

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

## Provenance

Herbert Randolph Esq (fl. late 17th century). Thence by family descent.

Herbert Randolph Esq is listed as 'Recorder of Canterbury' and was known to have stood for Parliament in the 1690 elections for the constituency of Canterbury.

Herbert married Mary Castillion in Canterbury Cathedral on Dec 29th 1683. Mary came from an illustrious heritage. On Mary's paternal side (the rev. John Castillion d.21 Oct 1688) she hailed directly from Giovanni Battista Castiglione, a former Italian Tutor to Elizabeth I (the name Castillion clearly being an anglicised form of Castiglione). On Mary's maternal side, she hailed from the Digges of Chilham Castle, Kent. Her great great grandfather, Thomas Digges, was an astronomer of great repute and her great grandfather was Dudley Digges, Master of the Rolls and one of the first Virginia Adventurers. Dudley Digges is recorded as instructing his sons to join him in Virginia to take the first steps into the New World.

The contemporary ink inscription to the inside of the purse dated 1669 suggests that the piece was gifted to Herbert (or Harbert although this may be error on the maker of the purse who mistakenly embroidered an *a* rather than an e) by a family member - a B. Randolph. Randolph chronicled his travels in 'The Present State of the Islands in the Archipelago (or Arches), Sea of Constantinople, and Gulf of Smyrna; with the Islands of Candia and Rhodes,' which was published in 1697.

His name is mentioned in Vigopoulou Ioli's 'European Travellers in the Aegean' from the Encyclopaedia of the Hellenic World, Constantinople, 2007, whereby the author makes reference to a 'B Randolph,' who travelled extensively throughout the Aegean. Ioli references ports which B. Randolph is thought to have passed through on the way to Constantinople including Samos, Ikaria and the Dodecanese. Since the inscription includes 'Smirna 25th June 1669,' (Smyrna) perhaps we can assume this is the exact place he commissioned the gift (Smyrna is now known as Izmir and is a port on the coast of Turkey).



## A FINE AND RARE 17TH CENTURY ENGLISH GENTLEMAN'S **EMBROIDERED LINEN NIGHT CAP**

circa 1620

the cream ground intricately worked in various decorative stitches and French knots with an elaborate design of chain interlocking scrolls, flowers, fruit, vegetables, birds and insects in coloured silks and couched silver and gold metallic threads, including 'Tudor' roses, thistles, carnations, articulated split pea pods revealing tiny peas, strawberries, songbirds and caterpillars and butterflies, 20cms high x 26cms wide (folded)

£12,000 - 15,000 €14,000 - 17,000 US\$16,000 - 20,000

## Provenance

Acquired by a lady collector from the Cambridge antiques trade sometime in the late 1950's or early 1960's. Thence by descent.

In the opening year of 17th century it became fashionable for wealthy European men to wear elaborate informal indoor caps. One type that was particularly popular was the so-called night cap, although despite its name it was actually worn during the day.

The caps performed two functions: firstly as fashionable indoor wear and secondly, but just importantly, as an effective insulation against the cold of unheated corridors and lesser domestic chambers. The reason this was so important was that men commonly worn wigs in public and to prevent irritation they shaved their heads so that the cap acted as a protective accessory. Some literature of the day on the subject of night caps even recommended stitching herbs into the cap to prevent illness.

Usually dome-shaped with high crowns and tightly fitting brims in the early 17th century, they became looser as the century progressed until they were superseded by turbans and smoking caps in early 18th century.

As needlework was an important part of the education and activities of young lady in the 17th century, caps of this type became vehicles for showing off the virtuosity and craftsmanship of their makers.

A night cap conforming to the fashion of the early 17th century and comparable to the current lot is in the permanent collection of the Metropolitan Museum of Art, New York. Dating to the first guarter of the 17th century, the cap has a tall crown made up of four quarters and is decorated with gold thread lace. Although made from silk, it is lined with linen and is embroidered in silk and metal threads with stylised plants, 'Tudor' roses and thistles as well as birds, butterflies and caterpillars.

For a comparable gentleman's night cap sold at auction, see Christies, London, 3 December 2009, lot 4 and for a related lady's cap, see Bonhams, Knowle, 30th November 2009.

Although using naturalistic motifs comparable to the caps mentioned above, the present lot has the addition of particularly charming articulated pea pods worked so that these pods can be pushed back to reveal tiny peas.



## A RARE CHARLES II PROVINCIAL SILVER TANKARD

by John Wilkinson I, Newcastle, circa 1660, struck with maker's mark IW, and pre-assay office marks, turret and twice with a lion passant to the cover and body Slightly tapering cylindrical form with applied moulded rim with fine prick-dot band and moulded foot, the flat cover with a shallow stepped platform, heavy double scroll cast thumb piece, S-scroll handle with heel terminal, engraved with the shield and crest for the ORD(E) family of East Ord, Co Durham and Morpeth Northumberland quartered with the Adamson family of Craigcrook Castle, Mid Lothian. height 17.5cm, weight 38.7oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

## Provenance

By descent through the Orde family.

John Wilkinson died 12th December 1664. He was admitted to the Associated Company in 1658.



(detail)



## A QUEEN ANNE PROVINCIAL SILVER TANKARD

by Francis Batty II, maker's mark only on handle, Newcastle, date letter F for 1707

Tapering cylindrical form, applied moulding to the body and foot, front with engraved inscription

'The Gift of Robt Clavering of Brinkburne Esq to T B A. 1 Augt 1707', the shaped cover with flat top, leaf scroll thumb-piece and scroll handle with shield terminal, *height 17cm*, *weight 22.8oz*.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900 142

## A QUEEN ANNE SILVER OCTAGONAL CHOCOLATE POT

by Richard Watts, London 1712

Plain tapering panelled sides with moulded foot, the hinged panelled high domed cover with a scroll thumb-piece, with a hinged opening octagonal knop finial, the faceted curving spout with duck head terminal at right angle to the later handle, *height 27cm*, *weight total 28.7oz*.

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600



## A RARE LARGE GEORGE I SILVER TEAPOT

by Seth Lofthouse, London 1719, Britannia standard Plain pear shaped on a collet foot, hinged high domed cover, the scroll spout with polygonal lower section, with wood finial and handle.

height 20cm, weight total 31oz.

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

## Provenance

Christie, Manson & Woods Ltd, from the property of The Rt. Hon. The Lord Glentanar, 28th November 1951, lot 133, contemporary newspaper article records the sale result of £1,900 The cataloguing remarks 'This teapot, of unusual size and weight, must rank among the largest recorded examples of the period'



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## A SET OF FOUR QUEEN ANNE SILVER CANDLESTICKS

by John Fawdery I, London 1701 Each on a stepped octagonal base with baluster knop stem terminating in a spool-shaped socket, engraved with the arms of the Selwyn family of Friston, height 14.9cm, weight 30.9oz. (4)

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

The dexter arms are those of the SELWYN family of Friston Sussex that were granted to a John Selwyn in 1611. It would suggest these particular impaled arms are those of Edward Selwyn (1638-1704) who married in 1681 Mary SMITH.

## A GEORGE IV IRISH SILVER SALVER

by William Nolan, Dublin 1824, with retailed stamp 'LAW' Shaped-circular form, the cast border with gadrooned edge, interrupted by acanthus leaf scrolls, bunches of grapes and four amusing Bacchic masks, the shoulder of the border embossed and chased with fruit and foliage leading into the ornate embossed and chased surface of the salver, with snarling hounds amongst swirling vines and further masks, chased festoons surround the centre, which is engraved with the arms for Sir John Colquhoun Grant, on four elaborately chased acanthus leaf and lion paw feet, diameter 52.5cm, weight 134.5oz.

£4,000 - 6,000 €4,600 - 6,800 US\$5,300 - 7,900

Lieutenant General Sir John Colguhoun Grant KCB GCH (1764 -1835). He also received the orders of St. Vladimir in Russia and William the Lion in the Netherlands. He entered the army as an ensign in 1793 in the 36th Foot. He was present at the capture of Seringapatam and the capture of the Cape of Good Hope in 1806. With the 15th Hussars under his command he led them with distinction at Sahagun and in other affairs during the retreat from Corunna.

He was Aide de Camp to the Prince Regent 1811-1814. Whilst in command of the Hussar Brigade he was given the nickname "The Black Giant" with his towering frame and swarthy looks. At Waterloo, Grant commanded the 5th Cavalry Brigade, consisting of the 7th and 15th Hussars with the 13th Light Dragoons attached, on one day having five horses shot out from beneath him. During the 1820s he served as a general officer on the Irish Staff. In 1830 he was appointed Lieutenant-General.









## A PAIR OF LATE GEORGE II CARVED MAHOGANY ARMCHAIRS ATTRIBUTED TO WRIGHT AND ELWICK

circa 1755-60

Each with a shaped back, acanthus clasped scrolled arm supports and terminals, above a serpentine seat with shaped C-scroll carved frames centred to the front by a scrolled foliate plume, on cabriole legs, each front leg headed with a bound acanthus spray, terminating in foliate wrapped scroll feet, originally having castors, each chair: approximately 70cm wide. (2)

£25,000 - 40,000 €29,000 - 46,000 US\$33,000 - 53,000

The offered chairs most likely formed part of a suite originally supplied by the cabinet makers Wright and Elwick for Wentworth Woodhouse, Yorkshire, on behalf of Charles, 2nd Marquess of Rockingham (d. 1782). Active as a firm based in Wakefield during the period 1747-71, Wright and Elwick provided a significant amount of the furniture for Wentworth Woodhouse during the 1750s and 1760s.

Among these extensive Wentworth suites, a group of eight side chairs, three armchairs and two settees by Wright and Elwick sold Christie's, London, 15 July 1948, lots 62 and 63, and then the eight side chairs from the original 1948 auction later sold Christie's, London, 8 February 1973, lot 483. Another pair of armchairs sold Sotheby's, New York, 8-9 December 1989, lot 483, and a single example sold Christie's, London, 13 November 1997, lot 69.

In addition to this, a conforming pair sold Christie's, London, 30 November 2000, lot 110, while again a further pair sold Christie's, 19 October 2011, lot 532. And most recently a total of three armchairs of the same model sold Christie's, New York, 9 May 2018, The Collection of Peggy and David Rockefeller, Part I, lots 238 and 250.

However the present lot also appears identical to a suite executed by Wright and Elwick for the 5th Duke of Bolton (d. 1765) at either Hackwood Park, Hampshire or the family's Yorkshire residence, Bolton Hall. The reason for such uncertainty is due to this suite not appearing among any 18th century Hackwood Park inventories, consequently it appears these chairs were probably originally supplied to Bolton Hall. Although documented in 1905 as part of an inventory undertaken at Hackwood, it seems the suite had only been relocated, along with the Bolton family, due to a recent fire which had devastated much of Bolton Hall. This furniture then remained in the family collection at Hackwood until William Berry, 1st Viscount Camrose purchased the property and estate in 1935.

Items from the Bolton suite which have sold at auction include three side chairs, Christie's, Hackwood sale, 20-22 April 1998, lots 119-120 and two bergeres apparently sold on behalf of Lord Bolton, Christie's, London, 27 March 1965, lot 17 before the latter were offered again at Christie's, The Collection of the Marquis and Marquise de Ravenel, 21-22 November 2007, lot 162.



## AN EARLY 18TH CENTURY ITALIAN BRONZE GROUP OF THE **SCYTHIAN SLAVE**

possibly attributable to Massimiliano Soldani-Benzi (Italian, 1656-1740) the semi-clad classical male figure crouching to sharpen his blade on a stone, on rectangular base, brown patina, raised on a moulded rectangular wooden plinth base, the bronze 29cm high, 39cm high overall

£12,000 - 18,000 €14,000 - 21,000 US\$16,000 - 24,000

## Provenance

Acquired by a private UK collector, Sotheby's, London, 18 April 1996, European Sculpture and Works of Art, lot 40.

## Literature

F. Haskall & N. Penny, 'Taste and the Antique', Yale U. P., 1981, pp. 154-157 no. 11.

The life size antique marble is first recorded in the early 16th cenutry in Rome where it was acquired by Cardinal Ferdinando de Medici in 1578. It was not sent to Florence until 1677 and is recorded in the Uffizi in 1680 where it was greatly admired. From the end of the 17th century a number of reproductions were known to have been cast in the Florentine workshops of Foggini and Soldani.

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## WORKSHOP OF GIAMBOLOGNA, KNOWN AS JEAN DE **BOULOGNE (FLEMISH-ITALIAN, 1529-1608): AN EARLY 17TH CENTURY ITALIAN BRONZE STATUETTE OF A BAGPIPER**

probably Florentine, circa 1600

the young musician clad in a wide brimmed hat, tunic and boots, seated on a rustic tree stump on oval base, dark brown lacquered patina, raised on a later ebonised wood rectangular plinth with moulded foot,

9.5cm high, 16.5cm high including plinth

£15.000 - 20.000 €17,000 - 23,000 US\$20,000 - 26,000

## Provenance

Acquired by a private UK collector, Sotheby's, New York, The Cyril Humphries Collection of Works of Art and Sculpture, 10 January 1995, lot 80.

The subject of the bagpiper player is thought to be derived from an engraving by Albrecht Dürer (German, 1471-1528) dated 1514 and is generally accepted as a model by Giambologna or possibly a close follower such as his assistant and successor as sculptor to the Grand Duke of Tuscany, Pietro Tacca (1577-1640).

Bronze statuettes, were highly sought after by collectors at this time because they often provided smaller versions of large statues and coincided with an upsurge of interest in classical antiquity.

The rustic and pastoral theme of this model appealed to collectors of the day and the tradition of such genre figures may already have been established north of the Alps before there was one in Italy. The model's similarity to Dürer's engraving of 1514 (now in the Metropolitan Museum of Art, New York) shows a standing, cross-legged Bagpiper, suggesting that Giambologna could certainly have owned a copy of the print.

It is known that a statuette of a Bagpiper was sent to Henry, Prince of Wales, in England in 1611 as a gift from the Medici during unsuccessful negotiations of a marriage contract.

## Literature

C. Avery & M. Hall, Giambologna, Sculpture by the Master and his Followers, Salander-O'Reilly Galleries, NYX, 1998, p. 148, ref. 52. Giambologna, 1529-1608, Sculptor to the Medici, Arts Council of Great Britain Exhibition, 1978, Edinburgh and London, No.'s 135-136.



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WORKSHOP OF GIAMBOLOGNA, KNOWN AS JEAN DE **BOULOGNE (FLEMISH-ITALIAN, 1529-1608) OR FRANCESCO** FANELLI (ITALIAN, 1590-1653): AN EARLY 17TH CENTURY ITALIAN BRONZE STATUETTE OF A PEASANT

probably Florentine

the young man leaning against a draped column clad in a ragged tunic, boots and a wide brimmed hat, a rope tied pack back and carrying a rope tied barrel or jug, dark brown patination, mounted on a later green marble square plinth base,

11.8cm high, 14.8cm high including plinth base

£20,000 - 25,000 €23,000 - 29,000 US\$26,000 - 33,000

## Provenance

Acquired by a private UK collector, Sotheby's, New York, The Cyril Humphries Collection of Works of Art and Sculpture, 10 January 1995, lot 81.

Although the present lot was previously thought to be attributable to Giambologna,, the model is now thought to have possibly been cast by Francesco Fanelli, probably after a model executed by his master.

## Literature

Giambologna, 1529-1605, Sculptor to the Medici, Arts Council of Great Britain Exhibition, 1978, Edinburgh and London, p. 165. C. Avery & M. Hall, Giambologna, Sculpture by the Master and his Followers, Salander-O'Reilly Galleries, NYX, 1998, see p142, ref. 50 for a comparable figure of 'The Fowler (type 1)'.





150 -152 no lots

153\* TP Y

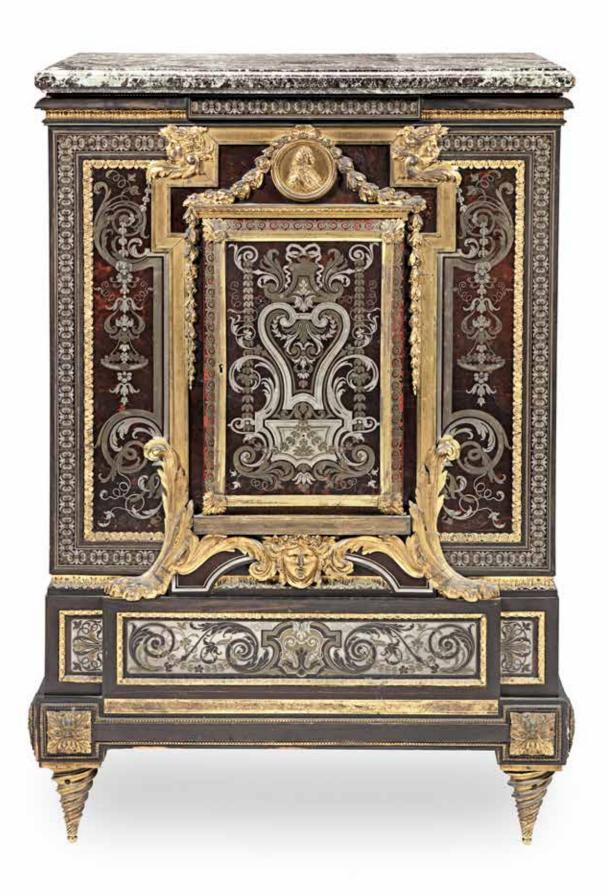
## A NAPOLEON III GILT BRONZE MOUNTED TORTOISESHELL, **BRASS AND PEWTER 'BOULLE' MARQUETRY EBONY** MEUBLE D'APPUI ATTRIBUTED TO CHARLES-GUILLAUME **WINCKELSEN**

circa 1865, after the models by Andre-Charles Boulle Inlaid both premier partie and contrepartie with stylised flowers, C-scrolls, rosettes, scrolled acanthus, husk swags, bellflower pendants and a ribbon-tied canopy, the breakfront moulded marble top above a mounted panel headed by a pair of addorsed foliate scrolled putti mask mounts, flanking a flowerhead and husk draped circular medallion enclosing a profile bust of Louis XIV in relief below the inscription: 'LUDOVICUS MAGNUS REX', surmounted by a scallop shell, over a central raised tablet-mounted door with a stylised scroll inlaid cavetto surround, enclosing four drawers, within a stiff-leaf mount border, over two acanthus capped hairy lion paw feet flanking a central Ceres mask, with eight opposing oak-lined side drawers, each centred with a ribbon-tied oak leaf wreath escutcheon, the base with patera mount angles, on ormolu spiral turned toupie feet, interior of lock stamped: 'SOUCHET, A PARIS', 79cm wide x 50cm deep x 116cm high, (31in wide x 19 1/2in deep x 45 1/2in high)

£50,000 - 70,000 €57,000 - 80,000 US\$66,000 - 92,000 Previously at auction a meuble d'appui attributed to Winckelsen, which is almost exactly the same as the present lot, featured Sotheby's, New York, 13-14 April 2016, Collection: European Decorative Arts, lot 577. One of very few distinctions between these cabinets is the central marquetry door. However it must be noted that the internal facing of the door on the Sotheby's version has an identical 'Boulle' marquetry pattern, albeit inlaid contrepartie, to the marquetry on the front of the door on the offered cabinet (which is inlaid premiere partie).

A comparable pair also attributed to Winckelsen, dated circa 1865, and having Rothschild family provenance, sold Christie's, New York, 9 October 2013, The Art of Collecting: Three Private Collections, lot 605. As well as being of equivalent design, these have numerous elements in common with the present example. Although the former have unusual and arguably rather incongruous hinged tops rather than the marble slabs which are more typically used, as on the offered model.

Also significantly the lock plates on both the Christie's and Sotheby's cabinets have the same 'Souchet, A Paris' serrurerie stamps as that which is impressed to the interior of the lock on the present meuble d'appui. The appearance of this particular name along with the high quality oak construction of all the aforementioned models are characteristics typically associated with the oeuvre of Charles-Guillaume Winckelsen.





Further related versions include a pair of Henry Dasson meubles d'appui, dated 1875 and 1878, which sold Sotheby's, New York, 20 April 2007, 19th Century Furniture, lot 213. As well as a slightly later cabinet by Joseph-Emmanuel Zwiener, incorporating an identical marquetry inlaid door to the offered lot, which also appeared at Sotheby's, 30 October 2013, 19th Century Furniture, lot 25.

## A Brief History of the Boulle Model

The Louvre houses a pair of cabinets originally executed by Andre-Charles Boulle (1642-1732) in circa 1700, but which evidently underwent various alterations and restorations over the course of subsequent centuries, and in particular during the 19th century (OA 5453-4). These appear to follow in some respects a Boulle design for a cabinet-on-stand dated 1685 which now resides at the Musee des Arts Decoratifs, also in Paris (723-C-2).

A pair of this type by Etienne Levasseur (1721-1798), dated circa 1775, feature at The Wallace Collection since they had previously belonged to Richard Seymour-Conway the 4th Marguess of Hertford, who was its founder (F391-2). The Wallace examples were even exhibited in Paris at the Musee Retrospectif of 1865 where they must have undoubtedly influenced further similar 'Boulle' copies and possibly even inspired the making of the offered lot.

Another model, apparently produced in either the 1780s or 1790s by Adam Weisweiler (1744-1820) and possibly adapted from a Boulle original, was bequeathed to the Victoria and Albert Museum by the renowned 19th century collector, John Jones (1118:3-1882).

In the celebrated Frick Collection a related pair of English mid-19th century cabinets themselves follow a model that was probably originally made in Boulle's workshop between 1710 and 1725 (1916.5.4-05). The latter now forms part of the Wrightsman Collection at the Metropolitan Museum of Art, New York (1974.39l.2).

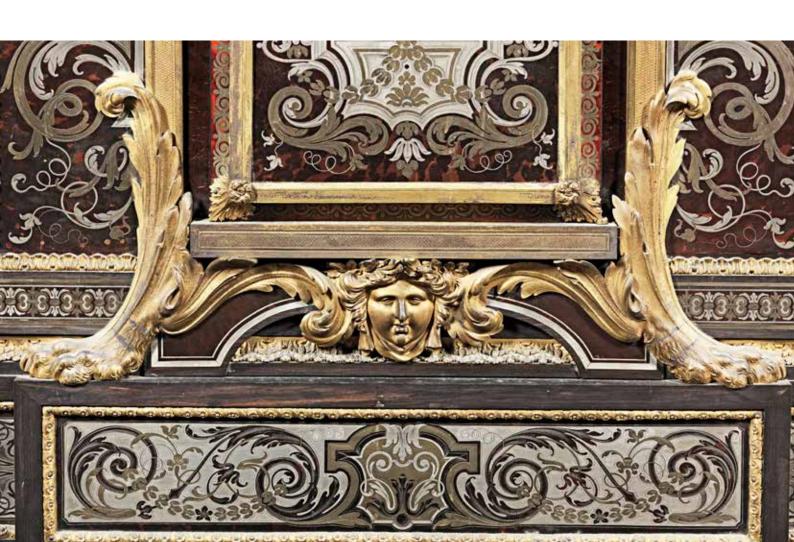
## Literature

D. Alcouffe, A. Dion-Tenenbaum & A. Lefebure, Furniture Collections in the Louvre, Vol. I, 1993, Dijon, pp.'s 64-69, fig. 18. P. Hughes, The Wallace Collection, Catalogue of Furniture, Vol. II, 1996, London, pp.'s 585-594, No. 127. D. DuBon & T. Dell, The Frick Collection, Italian and French Furniture,

Vol. V, 1992, New York, pp.'s 247-257.



view of interior with door open







## A PAIR OF THIRD QUARTER 19TH **CENTURY ITALIAN CARVED WHITE** MARBLE ALLEGORICAL FIGURES **DEPICTING 'WINTER' AND 'SUMMER'** FROM THE 'FOUR SEASONS'

'Summer' depicted as a semi-clad young girl with flower dressed braided hair holding a posy and standing beside a naturalistic tree stump on rusticated circular base, 'Winter' as a young boy wearing a fur pelt and warming his hands over a fire on a matching rusticated base, 90cms and 93cms high respectively (2)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

## Provenance

Acquired by a private UK collector, Sotheby's, London, 29 November 1991, 19th Century Sculpture, lot 69.



## JEAN-BAPTISTE AUGUSTE CLÉSINGER (FRENCH, 1814 -1883: A BRONZE GROUP **ENTITLED 'JEUNESSE DE BACCHUS'**

the young Bacchic putto seated on a striding jaguar, the rectangular base inscribed, signed and dated JEUNESSE DE BACCHUS, J CLESINGER. Rome. 1869 with Bronze Artistique de Paris pastille mark, brown patina, 44.2cm high

£5,000 - 8,000 €5.700 - 9.100 US\$6,600 - 11,000

## Provenance

Acquired by a private UK collector, Sotheby's, London, 23 November 1990, 19th Century Sculpture, lot 90.

This present lot is a reduction in bronze of the marble group in the Museum of Versailles which was exhibited at the centennial exhibition of French Art in 1900, originally executed in 1868 in white marble and in grey marble the following year. It is one of only two known models by Clésinger cast by the Marnyhac foundry, the larger edition being produced by Clésinger's usual foundry, Barbedienne.

Clésinger first studied under his father, the artist George Philippe before continuing his studies under Bertel Thorwaldsen in Rome and David D'Angers in Paris. He began exhibiting in the Salon in 1843 making his debut with a bust of Viscomte jules de Valdon. In his lifetime he was commissioned to do many public monuments including the bust of Liberty on the Champs de Mars and he was created an Officer of the Legion of Honour in 1884.







Provenance

£5,000 - 8,000 €5,700 - 9,100 US\$6,600 - 11,000

Acquired by a private UK collector, Sotheby's, London, 23 November 1990, 19th Century Sculpture, lot 200.

AFTER PIERRE-EUGÈNE-ÉMILE HÉBERT (FRENCH, 1828-1893): A PAIR OF GILT AND PATINATED BRONZE

the male and female Egyptian style busts depicting the Pharaoh and his Queen, each signed to the side EMILE HERBERT on tapering square socles and raised on

conforming black and rouge marble stepped plinth bases with winged scarab inset mounts inscribed in gilt RAMES and ISIS,

**BUSTS OF 'ISIS' AND 'RAMSES'** probably retailed by George Servant

52cm and 51cm high approximately (2)

Émile Hébert was one of the few sculptors to work with the renowned bronze fondeur Georges Servant, and their artistic collaboration resulted in pieces in the Neo-Grecian and Egyptian Revival style.

A similar clock garniture with the busts forming the garniture ornaments was sold in The Andy Warhol Collection; Sotheby's, New York, 29-30 April, 1988, lot 3263.

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

## C.MIRVAL (FRENCH, ACTIVE 1920S); 'SOMBRERO DANCER' A **BRONZE AND CARVED IVORY FIGURAL SCULPTURE**

SIGNED IN CAST 'C.MIRVAL'; CIRCA 1925

the female figure captured mid-dance wearing a large sombrero hat, with one raised knee and balanced on one leg, both arms are outstretched holding a large shawl with cold-painted gilt decoration; the figure raised on a patterned green onyx and veined black marble base in a striking Art Deco sunbeam design height 66.5cm

£8,000 - 12,000 €9,100 - 14,000 US\$11,000 - 16,000

## Literature

Alastair Duncan, 'The Encyclopedia of Art Deco', New York, E.P.Dutton, 1988, page 33.





# A FINE TOUDESH NAIN CARPET CENTRAL PERSIA,

the cream central medallion with intricate palmettes on a rich blue ground with interlaced spiralling vines ending with floral motifs, within a decorative border of scrolling foliate designs,  $625cm \times 408cm$ 

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of the 6.8.2018





# ANTOINE LOUIS BARYE (FRENCH, 1795 - 1875): A **BRONZE MODEL OF 'CHEVAL TURC ANTÉRIEUR** LEVÉ, NO. 2'

the rearing stallion standing on a naturalistic rectangular plinth base, signed Barye, inscribed F. Barbedienne fondeur and with F.B. gold seal to one corner, the underside stamped AA, dark brown patina, 19cm high

£5,000 - 8,000 €5,700 - 9,100 US\$6,600 - 11,000

# Provenance

Acquired by a private UK collector, Sotheby's, London, Sculpture, 30 March 1990, lot 21.

# Literature

M Poletti & A Richarme, Barye, Catalogue raisonné des sculptures, 2000, Gallimard, p. 263, ref. A127

# ANTOINE LOUIS BARYE, (FRENCH 1795-1875): A **BRONZE MODEL OF 'BASSET ASSIS (POLIS RAS TETE TOURNEE A DRIOTE)'**

the seated hound on naturalistic rounded rectangular base with stamped signature BAYRE I, brown patina, 13.1cm high

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

#### Provenance

Acquired by a private UK collector, Sotheby's, New York, 10 January 1995, The Cyril Humphries Collection of Works of Art and Sculpture, lot 178.

With paper inventory label B487

# Literature

M Poletti & A Richarme, Barye, Catalogue raisonné des sculptures, 2000, Gallimard, p. 152, ref. A32 J. Horswell, Bronze Sculpture of 'Les Animaliers', 1971, Woodbridge, p. 26.



# **ANTOINE LOUIS BARYE (FRENCH 1795-**1875): A BRONZE MODEL OF 'ELEPHANT DE SENEGAL'

the running elephant on naturalistic oval base, signed BARYE to the front, and with F.BARBEDIENNE FONDEUR foundry mark to the rear, mid brown patina, 25.3cms high

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000

# Provenance

Acquired by a private UK collector, Sotheby's, London, 19th Century Sculpture, 29 November

The current lot is of an unusually large size known only to be cast by Barbedienne.

## Literature

M Poletti & A Richarme, Barye, Catalogue raisonné des sculptures, 2000, Gallimard, p. 251, ref. A119

# 162

ANTOINE LOUIS BAYRE (FRENCH, 1795-1875): A BRONZE MODEL OF **'TIGRE SUPRENANT UNE ANTILOPE** (TERRASSE SANS PROFIL)'

on oval naturalistic base, signed BAYRE, green brown patination 25.8 high

£5,000 - 8,000 €5,700 - 9,100 US\$6,600 - 11,000

# Provenance

Acquired by a private UK collector, Sotheby's, London.

# Literature

M Poletti & A Richarme, Barye, Catalogue raisonné des sculptures, 2000, Gallimard, p. 201, ref. A72(1)









163<sup>TP</sup>

# TOKUJIN YOSHIOKA (JAPANESE B.1967) TWO HONEY POP CHAIRS DESIGNED 2002

Glassine paper, one chair presented unopened 73cm x 67cm x 83.5cm

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

# Provenance

Acquired from Nilufar, Milan.

164<sup>TP</sup>

# ARNE JACOBSEN (DANISH, 1902-1971) AN EGG CHAIR, DESIGNED 1958, THIS EXAMPLE MANUFACTURED IN 1965 BY FRITZ HANSEN

Fibre-glass shell, black vinyl upholstery, steel revolving base, bearing manufacturer's labels to the stem

81.5cm x 73cm x 107cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 4,000

# Provenance

Acquired by the owner's parents in the 1960s, and thence by descent.



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

165<sup>TP</sup>

# SHIRO KURAMATA (JAPANESE, 1934-1991) KYOTO OCCASIONAL TABLE DESIGNED 1983, MANUFACTURED BY ISHIMARU CO. LTD., JAPAN FOR MEMPHIS, MILAN

Concrete, coloured glass, metal and stone, the underside with stencilled inscription SHIRO KURAMATA MEMPHIS, and the number 26 in red ink 59cm diameter x 72.5

£3,000 - 5,000 €3,400 - 5,700 US\$4,000 - 6,600

166<sup>TP</sup>

# **TOKUJIN YOSHIOKA (JAPANESE B.1967)** A PAIR OF PANE CHAIRS DESIGNED 2006

Polyester elastoner 84cm x 74cm x 79cm

£5,000 - 7,000 €5,700 - 8,000 US\$6,600 - 9,200

# Provenance

Acquired from Nilufar, Milan.







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

166



167<sup>TP Y</sup>

# **BODIL KJAER (DANISH, B.1932)** DESK, DESIGNED 1959 MANUFACTURED BY E.PEDERSON & SONS, DENMARK

Rosewood veneered wood, flattened and chrome-plated steel frame, with lock to top right-hand corner 184cm x 92cm x 73cm

£7,000 - 10,000 €8,000 - 11,000 US\$9,200 - 13,000

Examples of this iconic desk have appeared in several films over the years including From Russia With Love 1963; You Only Live Twice 1967; On Her Majesty's Secret Service 1969 and more recently Kingsman: The Secret Service in 2014.

168<sup>TP</sup>

**MARCEL BREUER (HUNGARIAN, 1902-1981)** ALUMINIUM 'SHORT CHAIR' DESIGNED 1932, MANUFACTURED BY EMBRU-WERKE AG FOR WOHNBEDARF, **SWITZERLAND** 

Aluminium cut and twisted, ebonised wooden armrests, remnants of inscription to the underside of the seat 60cm x 84.5cm x 94cm

£6,000 - 8,000 €6,800 - 9,100 US\$7,900 - 11,000



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



£6,000 - 9,000 €6,800 - 10,000 US\$7,900 - 12,000

# Provenance

The Lubetkin family by descent.

Bertold Lubetkin was a pioneer of the Modern Movement in England. He, and his architectural practice, Tecton were responsible for many of the landmark buildings of the 1930's including the Penguin Pool at London Zoo.

In his acclaimed book, John Allan describes the making of the furniture for HIGHPOINT TWO thus: "No longer content merely to revere the grand tradition of architects who design their own furniture...he now steps up to join in. The low chairs (and sofa) were unique pieces of soft sculpture made personally by Lubetkin and his wife Margaret from hand-chosen lengths of Norwegian yew and cow hide from Argentina. The tactile sand-blasted pine panelling was sawn from individually selected logs also fetched from Norway by Gerhard Rosenberg, an assistant in Tecton at the time."

The present sofa, three chairs and a daybed formed this unique group.

A pair of chairs were sold earlier this year, see Bonhams IMPORTANT DESIGN 25th April 2018, lot 110.

The third chair from HIGHPOINT TWO was recently acquire by the V&A for their permanent collection.

Further Reading: John Allan Bertold Lubetkin: Architecture and the tradition of progress pp 296-307.



The Penthouse, Highpoint Two, photograph courtesy of the RIBA picture archive



# EDGAR BRANDT (FRENCH, 1880-1960); 'LA TENTATION' AN ART DECO GILT BRONZE TORCHIÈRE

STAMPED 'E.BRANDT' TO BASE; CIRCA 1925

the lamp base cast as a wicker basket lid, the lamp body cast as a giant snake with coiled tail at the base and head wrapped around the shade with open mouth and extended tongue; the later replacement shade of flared conical form in pink glass with mottled tones of brown

179.5cm high (inc. shade)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000







**AUCTIONEERS SINCE 1793** 



# The Russian Sale

New Bond Street, London | 28 November 2018

# **VIEWINGS**

16 November 10am - 5pm

17 November 10am - 5pm

18 November 12pm - 5pm

19 November 10am - 2pm

# **ENQUIRIES**

+44 20 7468 8312 daria.khristova@bonhams.com bonhams.com/russian

# **NIKOLAI FECHIN (RUSSIAN, 1881-1955)**

Trees by water oil on canvas 30 x 25in (76.2 x 63.5cm) \$130,000-200,000 £100,000-150,000

**AUCTIONEERS SINCE 1793** 



# **ENQUIRIES**

Mark Oliver mark.oliver@bonhams.com +44 (0) 20 7393 3856 bonhams.com/20thcenturydecarts Bonhams is thrilled to be offering this single-owner collection to the market of over 200 items, including car mascots and an exceptional range of highly-curated decorative items.

**AUCTIONEERS SINCE 1793** 



# Modern Silver

Decorative Art & Design

Montpelier Street, London | 16 April 2019

# **ENQUIRIES**

+44 20 7393 3973 ellis.finch@bonhams.com bonhams.com/departments/SIL

A SILVER THREE-PIECE TEA AND COFFEE SERVICE WITH CIRCULAR TRAY

by Gerald Benney, London 1980. £3,000-5,000

# **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 or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. 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 Buyer.

# The Seller's responsibility to you

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

# Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each Lot to establish the accuracy or otherwise of any Descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the Catalogue or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any Lot

or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

#### **Alterations**

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We 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 Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will 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 *Bidder* 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* 

#### **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 bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. 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. For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:

25% up to £175,000 of the Hammer Price 20% from £175,001 to £3,000,000 of the Hammer Price 12.5% from £3,000,001 of the Hammer Price

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

#### 8. VAT

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

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

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

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

#### 9. PAYMENT

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

# Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

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

Bank: National Westminster Bank Plc

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to  $\Sigma$ 5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a  $\pounds 5,000$  limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

#### 10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

#### 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

# 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

# 13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife 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 '\$58' 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

#### 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

# **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 VAT may not be available for immediate collection.

#### **Examining the wines**

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

Olt 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.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  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.

# 2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary):
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past:
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, 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
- 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.

# 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. 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

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5.1

- 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

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- Time will be of the essence in relation to payment of 6.2 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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- 7.1 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.
- 7.5 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

- 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.

- 0.3 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 and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

# 11 GOVERNING LAW

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

# **APPENDIX 2**

#### **BUYER'S AGREEMENT**

**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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 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

# 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

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such pure.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Ronhams.

# 4 COLLECTION OF THE LOT

- 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.

- .4 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 £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 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

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.

# 6 RESPONSIBILITY FOR THE LOT

- 6.1 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.
- 6.2 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.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

# CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8

- 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

9.2.3

- 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
  - 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*

- 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, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 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:
- 0.2.1 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 (ii) 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.

#### 12 MISCELLANEOUS

- 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.

# 13 GOVERNING LAW

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

- "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
- "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 retain possession of it.
- "risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
- "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.



Paddle number (for office use only) This sale will be conducted in accordance with Sale title: Important Design Wednesday 21 November Sale date: Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with 24678 Sale venue: New Bond Street, London Sale no. the Sale Information relating to this Sale which sets out the charges payable by you on the purchases If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours you make and other terms relating to bidding and prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue buying at the Sale. You should ask any questions you for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will have about the Conditions before signing this form. endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. These Conditions also contain certain undertakings General Bid Increments: by bidders and buyers and limit Bonhams' liability to bidders and buvers. £10 - 200 .....by 10s £10,000 - 20,000 ......by 1,000s £200 - 500 .....by 20 / 50 / 80s £20,000 - 50,000 ......by 2,000 / 5,000 / 8,000s Data protection - use of your information £500 - 1,000 .....by 50s £50,000 - 100,000 ......by 5,000s Where we obtain any personal information about you, £100,000 - 200,000 .....by 10,000s £1,000 - 2,000 .....by 100s we shall only use it in accordance with the terms of £2,000 - 5,000 .....by 200 / 500 / 800s above £200,000 ......at the auctioneer's discretion our Privacy Policy (subject to any additional specific £5,000 - 10,000 .....by 500s consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy The auctioneer has discretion to split any bid at any time. can be found on our website (www.bonhams.com) or Title requested by post from Customer Services Department, Customer Number 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose First Name Last Name your personal information to any member of our group which means our subsidiaries, our ultimate holding Company name (to be invoiced if applicable) company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to Address anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. County / State Would you like to receive information from Post / Zip code Country us by email? or post Telephone mobile Telephone daytime Notice to Bidders. Clients are requested to provide photographic proof of Telephone evening ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Preferred number(s) in order for Telephone Bidding (inc. country code) Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you E-mail (in capitals) may also be asked to provide a bank reference. By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses. If successful I am registering to bid as a private buyer I am registering to bid as a trade buyer I will collect the purchases myself If registered for VAT in the EU please enter your registration here: Please tick if you have registered with us before Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. Please note that all telephone calls are recorded. MAX bid in GBP Telephone or Brief description (excluding premium Lot no. Covering bid \* Absentee (T / A) & VAT) FOR WINE SALES ONLY Please leave lots "available under bond" in bond Please include delivery charges (minimum charge of £20 + VAT) BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS. Your signature:

Please email or fax the completed Auction Registration form and requested information to:

<sup>\*</sup> Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

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**AUCTIONEERS SINCE 1793**