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A CHINESE DEHUA WHITE SAUCER FROM THE JAPANESE PALACE, DRESDEN, CIRCA 1700

The underside moulded with twelve petal lobes, *12.1cm diam.*, incised Japanese Palace inventory number N = 83- above a triangle, Schloss Moritzburg inventory number I.A. 130/b in red-brown lacquer, Dresden Porzellansammlung inv. no. P.O. 690. in red

£800 - 1,200 €910 - 1,400 US\$1,000 - 1,600

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden, by 1721; Property of the Free State of Saxony, 1918;

Property of the former Royal family of Saxony (Haus Wettin,

Albertinische Linie e.v.) from 1924;

Probably moved to Schloss Moritzburg, Saxony, circa 1925 (bearing the Schloss Moritzburg inventory red-lacquered no. I.A. 130/b); Confiscated in 1945 and incorporated into the Staatliche

Kunstsammlungen Dresden, Porzellansammlung im Zwinger, Inv. no. P.O. 690;

Restituted to the former Royal family of Saxony (Haus Wettin, Albertinische Linie) in 1994;

Sold at Sotheby's Amsterdam, 16-17 October 2001, lot 124 (one of two - see below)

The 1721 Inventory of the Dresden collection lists under 'Weiss *Chinesisch Porcelain*', no. 83, *4 Ddt 4. stk runde gemuschelte Schaalen. 1. Z. tieff. 5. Z indiam* [4 doz. 4 pcs. round scalloped saucers, 1 Z. deep, 5 Z. diam] (quoted by M. Cassidy-Geiger, The Arnhold Collection of Early Meissen Porcelain 1710-50 (2008), no. 347 (an identical saucer with the same Japanese Palace inventory number and immediately preceding Schloss Moritzburg and Dresden Porcelain collection painted inventory numbers), n.1). The same number of saucers were listed in the 1779 inventory, and two - including the present lot and the example in the Arnhold Collection - were restituted to the Wettin family, and three remain in the Porcelain Collection in Dresden.





A VERY RARE MEISSEN BÖTTGER STONEWARE CIRCULAR PORTRAIT MEDALLION OF FRIEDRICH I OF PRUSSIA, CIRCA 1712-13

After a model possibly by Heinrich Paul Grosskurth, facing dexter, the background polished, the top pierced for hanging, mounted in a metal frame, *10.3cm diam. including frame*, incised crossed swords mark, painted Schreiber Collection inventory no. S.613, traces of pencil writing

£7,000 - 9,000 €8,000 - 10,000 US\$9,100 - 12,000

Provenance

Lady Charlotte Schreiber Collection, acquired in Berlin in 1878 (her journal records the purchase of "a good Medallion portrait of Augustus the Strong in Böttger Ware" on 3rd June); Her daughter, Blanche, Countess Bessborough; Thence by descent to Eric, 10th Earl of Bessborough, Stansted Park, Rowlands Castle, Hampshire; Sold by Sotheby's London, 5 October 1999, lot 260

Literature

M. Cassidy-Geiger (ed.), Fragile Diplomacy (2007), p. 7, fig. 1-15

Exhibited

New York, The Bard Graduate Center, 'Fragile Diplomacy', 15 November 2007-10 February 2008, no. 16 Siegfried Asche (Der Dresdner Bildhauser des frühen achtzehnten Jahrhunderts als Meister des Böttgersteinzeugs und Böttgerporzellandes, in Keramos 49 (1970), pp. 79 and 81, n. 27) first suggested that this medallion was based on an original by Heinrich Paul Grosskurt (1675-1751). The source was probably a wax relief by Andreas Roht, for which see Christian Theuerhauff, Two Wax Portraits of Frederick III Elector of Brandenburg, and King Charles XII of Sweden by Andreas Roht (Anders Roth), in The Sculpture Journal III (1999), pp. 59-60. Other examples of this medallion are in the Dresden Porcelain Collection (Otto Walcha, Meißener Porzellan (1973), no. 14) and the Germanisches Nationalmuseum, Nuremberg (formerly Adalbert von Lanna Collection, Prague) (Theuerkauff, *op. cit.*, fig. 12).



THE GREAT NORTHERN WAR

The precise reason for the production of portrait medallions in Böttger stoneware remains unknown. While some of the historic portraits may have been intended to commemorate illustrious members of the ruling dynasty, it is tempting to relate the portraits of Frederick IV of Denmark and Peter I of Russia and indeed Frederick I of Prussia in Böttger stoneware to the important alliance of Denmark, Saxony-Poland-Lithuania and Russia formed during The Great Northern War (1700–1721). In 1700, this triple alliance launched a threefold attack on the Swedish protectorate of Holstein-Gottorp and provinces of Livonia and Ingria in an attempt to take advantage of the inexperienced and unaligned 18-year old King of Sweden, Charles XII. The initial leaders of the anti-Swedish alliance were Peter I of Russia, Frederick IV of Denmark-Norway and Augustus II (the Strong) of Saxony-Poland-Lithuania. Frederick IV and Augustus II were defeated by Charles XII and forced out of the alliance. In 1709, Augustus the Strong, Frederick I of Prussia and Frederick IV of Denmark met in Prussia to form a new alliance, and a large so-called *Allianzporträt* depicting the three rulers was commissioned on that occasion. In the end, these diplomatic efforts came to nought and Augustus II and Frederick IV re-joined their original alliance in 1709 after the defeat of Sweden at the Battle of Poltava. George I of Braunschweig-Lüneburg (Hanover) and King of Great Britain joined the coalition in 1714 for Hanover and in 1717 for Britain, and Friedrich Wilhelm I of Prussia, the son of Frederick I of Prussia, joined it in 1715, two years after the death of his father and three years before the death of Charles XII of Sweden.

LADY CHARLOTTE SCHREIBER

Lady Charlotte Schreiber, daughter of the 9th Earl of Lindsey, was born at Uffington House near Stamford, Lincolnshire, in 1812. It is through her diaries, which she kept between 1822 and 1891, that so much is known about her remarkable life and passion for collecting. Lady Charlotte first married Sir Josiah John Guest, a successful Welsh businessman and member of parliament. With him, she led a very urbane and social life with many engagements in London, which enabled her frequent visits to the British Museum to pursue a multitude of diverse interests related to study of the arts and foreign languages. Five years after the death of her first husband in 1850, Lady Charlotte married Charles Schreiber, a man many years her junior and the tutor of her children. In re-marrying, Lady Charlotte forfeited her status as trustee of her first husband's very successful ironworks. Ownership was finally transferred to her son Ivor Guest in 1864.

There were a few hints to the next stage in Lady Charlotte Schreiber's life. In 1842 she had visited Dresden, and in 1851 made a visit to the Sèvres factory. Her interest remained mainly technical, however. She was addressed as a 'collector of Old China' in a letter of 1852, and mentioned in her journal in 1856 that she intended to move some of her porcelain to her new dwelling, Exeter House in Roehampton, because 'there is nothing like china, of whatever quality, for lighting up a house.' As her children became older and her husband's short-lived political career came to an end, the couple started to travel extensively through Europe, making use of their network of contacts with aristocrats, diplomats, collectors, dealers and museum staff. In the 'Ceramic Memoranda', the smaller notebook journals Lady Charlotte kept during her travels, she recorded all noteworthy details about their purchases. Initially, the couple bought British ceramics, which were considerably cheaper on the continent than back in London. The couple travelled every year for the better part of four months and were frequent visitors to the dealers in Amsterdam, where they could also sometimes briefly store some of their purchases. Their travels took them further abroad to Spain, Portugal, Sweden, Denmark, Germany, Italy, Poland and Turkey. In 1885 Charlotte Schreiber presented the South Kensington Museum (now the Victoria and Albert Museum) with, amongst others, 807 pieces of English porcelain.

For further reading on Lady Charlotte Schreiber and her collection see Charlotte Jacob-Hanson, The Unforgotten Grand Dame of the 'Chasse', Northern Ceramic Society Newsletter, June 2012, pp. 50-61.

Right: Samuel Theodor Gericke, King Frederick I. of Prussia, Augustus the Strong and King Frederick IV of Denmark, painted in 1709



221 A RARE MEISSEN BÖTTGER STONEWARE HEAD OF APOLLO, CIRCA 1708-13

Modelled by Paul Heerman (1673-1732) after Gian Lorenzo Bernini (1598-1680), *10cm high*

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

Sotheby Parke Bernet, New York, 6 June 1972, lot 173

Modelled after sketches done by Paul Heermann in Rome of the celebrated marble group of Apollo and Daphne by Bernini (1622-25), made for Scipione Borghese and placed in the Palazzo Borghese in Rome. Heermann, who had worked with his uncle, Johann Georg Heermann, at Troja castle near Prague, was in Dresden from around 1705, where he worked on the Zwinger Palace and, from 1708, supplied models to Johann Friedrich Böttger for the Meissen manufactory. According to an invoice of 9 October 1708, Heermann delivered three figures to Böttger's colleague, Dr. Bartholomaei, at a cost of 4 Talers (Rainer Rückert, Biographische Daten der Meißener Maunufaktaristen des 18. Jahrhunderts (1990), p. 81). The Apollo head is recorded in the earliest known inventory of the Meissen manufactory of 28 May 1711, nos. 251 and 999, and again on 3 August the same year: "Form 42.. Apollonis Kopf" (published by Claus Boltz, Formen des Boettgersteinzeug im Jahre 1711, in Mitteilungsblatt der Keramikfreunde der Schweiz 96 (1982), pl. 11, fig. 16). The sales from the Dresden porcelain collection in 1919 and 1920 included one example in each sale (Lepke's, 7-8 October 1919, lot 58; 12-14 October 1920, lot 82 (with Japanese Palace inventory number 217 the 1770 inventory lists ten "Judithen-Köpfe"). See also M. Eberle, Das Rote Gold (n.d.), no. 8, for a similar example in the historic collection in Schloss Friedenstein, Gotha, and a list of other published examples.







A VERY RARE MEISSEN MARBLED BÖTTGER STONEWARE CUTLERY HANDLE, CIRCA 1710-13

Of pistol shape and marbled in brown and white, 9.1cm long; overall 23.1cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 3,900

The social hierarchy of court life played a material role in dining culture at court. This affected not only the seating arrangements, but also the type and order of the service, the chair decorations and the materials used for table services and cutlery. Pewter and faience was used for diners without titles, whereas silver was reserved for those of noble descent. Princes and royalty ate from gold or at the least from silver-gilt services (K. Hantschmann, The Art of Dining, in M. Chilton/C. Lehner-Jobst (eds.), Fired by Passion (2009), II, p.769). Due to the strict rules, court banquets included graded tables with tableware relevant to the status of the diners on that table. Towards the end of the 17th century porcelain of Asian origin started appearing on the dessert table. First Chinese and Japanese dishes were used to serve sugared confections and fruit, then porcelain plates accompanied the dessert course and eventually full porcelain dessert services were produced, including porcelain handles mounted as knives and forks (M. Chilton, The Theater of Dessert, in M. Chilton/C. Lehner-Jobst, Fired by Passion (2009), II, p. 851).

The wedding in Dresden in 1719 of the Saxon crown prince Friedrich August to Maria Josepha of Austria was widely reported on. The Wienerisches Diarium mentions a banquet on the 7th day of the wedding festivities: "Their Royal Majesties dined there, and Her Most Serene Highness the Archduchess with his Majesty the Prince, to the sound of trumpets and drums in the hall at a table on which three courses were served consisting of thirty dishes each. Nothing was to be seen but porcelain... Not only the dishes and plates but also the handles on the knives and forks were in porcelain..." (guoted by K. Hantschmann, op. cit, p. 769). Katharina Hantschmann suggests that the use of porcelain for the full banquet, not just the dessert course, was only due to its exotic location, the Dutch Palace (later the Japanese Palace) which housed the porcelain and other precious Asian objects of Augustus the Strong (Hantschmann, loc. cit.). In fact, Augustus the Strong had purchased a matt silver-gilt service from Augsburg which was used on the Royal couple's table at the main wedding feast.







A VERY RARE MEISSEN LACQUERED BÖTTGER STONEWARE OCTAGONAL COFFEE POT AND COVER, CIRCA 1711-13

Of octagonal baluster from with moulded panels beneath the glaze, decorated in Dresden in the workshop of Martin Schnell in imitation of lacquer in gilding and enamels on a black glaze with panels depicting chinoiserie figures, flowering plants issuing from rockwork, a crane, and vases with objects below birds in flight, the scroll handle and curved, faceted spout with gilt-edged stripes, the rim with a gilt border of stylised flower-heads, the domed cover with flower sprigs, the underside with a gilt flower, the inside of the cover gilt, *16cm high* (rim section restuck, some wear) (2)

£40,000 - 60,000 €46,000 - 68,000 US\$52,000 - 78,000

Provenance

Anon. sale, Neumeister Munich, May 1974, lot 152; Anon. sale, Christie's London, 8 July 2002, lot 2

Literature

M. Kopplin et al., Schwartz Porcelain (2003), no. 87, p. 180, ill. 20

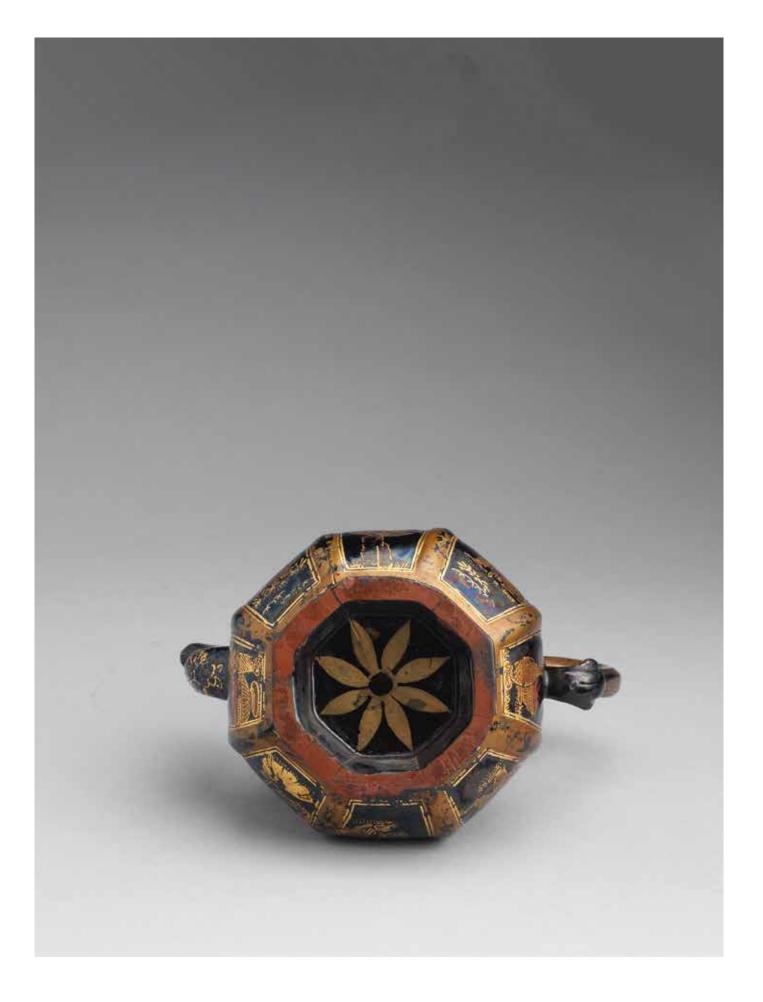
Exhibited

Münster, Museum für Lackkunst, 'Schwartz Porcelain', 7 December 2003-7 March 2004; Schloss Favorite bei Rastatt, 'Schwartz Porcelain', 29 March-27 June

Schloss Favorite bei Rastatt, 'Schwartz Porcelain', 29 March-27 June 2004

The 1770 inventory of the Japanese Palace included six such octagonal black-laquered stoneware coffee pots under no. 52 - including two with silver mounts - along with a note that three were somewhat damaged (see Anette Loesch (ed.), "Sächsisch schwartz lacquirtes Porcelain" (2013), nos. A32-35, pp. 170f). None of these remain in the Dresden Porcelain Collection, though two (unmounted) examples, apparently without Japanese Palace inventory numbers, were sold from the Dresden Porcelain Collection in 1919 (Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 7-8 October 1919), lots 56 (the cover lacking finial) and 57 (unillustrated).









AN IMPORTANT EARLY MEISSEN TEAPOT AND COVER, CIRCA 1713-15

Decorated in the workshop of George Funcke, Dresden, with fine gilt decoration embellished in silver, each side with a flower basket below a band of strap- and foliate scrollwork incorporating flowers below the rim, the spout and handle terminals enclosed by foliate scrollwork, on the spout and upper terminal flanked by scrolling flowers and with foliate scrollwork below the spout, the handle with a band of foliage, the domed cover with similar borders and a gilt finial, the tip of the spout with a gilt saw-tooth border, *11cm high* (silver tarnished) (2)

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 39,000

Provenance

The Collection of the Margraves and Grand Dukes of Baden, sold Sotheby's Baden-Baden, 5-12 October 1995, lot 1271 (part)

Literature

Karl Koelitz, Beschreibendes Inventar der Allerhöchsten Privatsammlung kuntgewerblicher Gegenstände (Zähringer Museum), unpublished manuscript, Karlsruhe (1883), nos. 2041-2055; Richter, Inventar des Zähringer Museums, unpublished manuscript, Baden-Baden (1919), nos. 2239-2253; Claus Boltz, Die wöchentlichen Berichte über die Tätigkeit der Meissner Dreher und Former vom 6. Juni 1722 bis 31. Dezember 1728, in Keramos 178 (2002), ill. 104

Exhibited

Karlsruhe, Zähringer Museum (Private Collection of Grand Duke Friedrich I of Baden, exhibited in the rooms of the former Grand Ducal Naturalia Cabinet in the Residenzschloss), 1879-1919; Baden-Baden, Zähringer Museum, Neues Schloss, c. 1960-1990





Jean-Étienne Liotard Princess Karoline Luise of Hessen, later Margravine of Baden (1723-83), 1745

EARLY DECORATION OF MEISSEN PORCELAIN

George Funcke is recorded as a supplier to the manufactory (based in Dresden) of porcelain decoration in gold, silver and muffle-kiln colours from 13th May 1713. An unsigned note in the manufactory archive of 6 June 1719 records that "George Funcke, Goldarbeiter hat in der Königl.und Churfl.Porcellain Factur. Sechs Jahr daß Porcellain gemahlet mit allerhand bunten farben und auch Solches in Feuer gebrant auch Gold und Silber auf daß Porcellain zu bringen sich beflißen..." [George Funcke, goldsmith, has painted porcelain with all sorts of colours and fired them for six years (ie. since 1713) and has also brought silver and gold on the porcelain] (quoted by R. Rückert, Biographische Daten der Meißener Manufakturisten des 18. Jahrhunderts (1990), p. 147). On 6 March 1722, Georg Funcke reported that "iezo emaillirte er Gold und Silber untereinander" [now he can enamel gold and silver together] (quoted by C. Boltz, op. cit, p. 45). One of the teabowls and saucers from this service is now the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50, no. 66); another was offered in these Rooms from the Hoffmeister Collection, Hamburg, 24 November 2010, lot 2.

OWNERSHIP OF THE SERVICE

The service sold from the collections of the Margraves and Grand Dukes of Baden (see above Provenance) - the only recorded example of this decoration - comprised six teabowls and saucers, an octagonal sugar box and cover, a waste bowl and this teapot and cover. It almost certainly belonged to the extensive porcelain collection of the Margravine Karoline Luise of Baden (1723-83), much of the early Meissen porcelain and stoneware of which came from the important earlier collections of the Margravines Sybilla Augusta of Baden-Baden (1675-1733) and Magdalena Wilhelmina of Baden-Durlach (1677-1742).

The service may correspond to an entry in the 1733 inventory of the property of the Margravine Katharina Barbara of Baden-Durlach (1650-1733) in the Generallandesarchiv in Karlsruhe, which records in the Audience Room, "In einem oval-eckigten Kistlen, von schwarz Leder bezogen, und mößigen Beschläg, innwendig grün Tuch mit Bördeln befand sich: Ein SpühlCumpen/ Eine Theekanne mit einem Ketteln/ Eine ZuckerBüchße mit einem Deckel/ Ein Halb Dutzet Thée Schaalen samt Bercherl/ Not. Diese Garnitur ist gleichfalls Dresdener Porcellain, ganz weiß und mit gold eingebrannt" [In a canted oval box, covered in black leather, and brass mounts, green lining with border inside, there is a waste bowl, a teapot with a chain, a sugar box with a cover, half a dozen teabowls with saucers. Note: this garniture is also Dresden porcelain, completely white and fired with gold] (Katharina Barbara (Baden-Durlach) 7 f Verlassenschaft 1733 (GLA 46/5746), with thanks to Andrea Huber for the reference). The Margravine Katharina Barbara of Baden-Durlach was unmarried and left this porcelain set to the Margravine Magdalena Wilhelmina, the wife of her nephew, the reigning Margrave Karl III. Wilhelm of Baden-Durlach. Margravine Magdalena Wilhelmina (1677-1742) owned a substantial porcelain collection, that included Asian, early Meissen, Du Paquier and early French porcelain, which was eventually given by her grandson, Margrave Karl Friedrich of Baden-Durlach, to his wife, Margravine Karoline Luise.





A VERY RARE EARLY MEISSEN BEAKER, CIRCA 1713-15

Of delicate campana shape and thinly-potted, decorated in the workshop of George Funcke, Dresden, with bands of gilt foliate scrollwork below the rim and just above the footrim, the full interior in brightly burnished gold, *7.3cm high*, painted inventory number DK 5638 in green

£1,200 - 1,800 €1,400 - 2,000 US\$1,600 - 2,300

Provenance

Lobkowicz Collection, Prague (bears paper inventory label for Lobkowicz Palace, Vlašská 17, Praha 1);

The Dresden goldsmith, George Funcke, decorated porcelain for the Meissen manufactory from May 1713 in enamel colours as well as silver and gold in his Dresden workshop. He was responsible for the gilt cartouches on pieces painted in the Höroldt workshop during the first half of the 1720s. The rare flared form of this beaker suggests that it belongs to the earliest production in porcelain. The branches issuing from the top of the upper gold band are also very unusual; similar branches - perhaps coral - are on a coffee pot decorated in the Funcke worshop in the Ludwig Collection (R. Hanemann (ed.), Goldchinesen und Indianische Blumen (2010), no. 19).





A VERY RARE EARLY MEISSEN BEAKER, CIRCA 1715-20

Decorated in the workshop of George Funcke, Dresden, in gilding edged and heightened in iron-red, one side with a chinoiserie figure balancing on a branch with curious scrolling leaves, the reverse with a bird perched on a leafy branch, the sides with an insect and two florets, *7.1cm high*

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 3,900

Provenance

Korthaus Collection, Frankfurt, sold Christie's London, 1 March 1993, lot 3; The Hoffmeister Collection, Hamburg, Bonhams London, 24 November 2010, lot 1

Literature

D. Hoffmeister, Meissener Porzellan des 18. Jahrhunderts, vol. I (1999), no. 7

Exhibited

Hamburg, Museum für Kunst und Gewerbe, 1999-2009

A small group of early Meissen porcelain, probably decorated in the workshop of George Funcke, Dresden, combines gilding with an outline of iron-red, occasionally with the addition of other colours. The present lot is one of two similar beakers from the Korthaus Collection. A set of five similar early beakers, with gilt and iron-red decoration was sold by Galerie Hugo Helbing in Munich, 26 May 1911, lot 130 (as Vienna). Two of these are now in the Malcolm Gutter Collection, San Francisco, see M. Santangelo, A Princely Pursuit (2018), cat. no. 16.

A Meissen teabowl and saucer with chinoiserie figures and similar use of iron red was sold in these Rooms, 5 July 2018, lot 21. Other examples of this rare, early style of decoration include four teabowls and saucers with moulded acanthus leaf decoration, decorated in gilding edged in iron-red and with some purple and green enamel highlights: one is in the Malcolm Gutter Collection (formerly in the collections of Rudolf Just, Prague, and Marjorie West, Atlanta (M. Santangelo, cat. no. 34); a second is in the Victoria & Albert Museum, London, inv. no. C.2&A-1928; a third is in the Württembergisches Landesmuseum, inv. no. G30,14; and a fourth in the Museum of Fine Art, Boston, inv. no. 54.684a-b.







A VERY RARE EARLY MEISSEN BEAKER, CIRCA 1715

Of campana shape on a neatly turned circular foot, decorated in the workshop of George Funcke, Dresden with a band of gilt foliate scrollwork below the rim, a smaller scrollwork band just above the gilt footrim, the interior in brightly burnished gold, *7.1cm high* (tiny chips)

£1,200 - 1,800 €1,400 - 2,000 US\$1,600 - 2,300

Provenance

The Collection of Lore and Rudolph Heinemann, sold Christie's New York, 23 April 1998, lot 213; With E. & H. Manners, London

The rare elegant form with gilt, everted footrim and richly gilt interior also suggests an early date of manufacture.

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AN EARLY MEISSEN WHITE BEAKER, CIRCA 1713-15

Of slim shape, moulded with a crisp stiff leaf border around the footrim, 7.9cm high

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

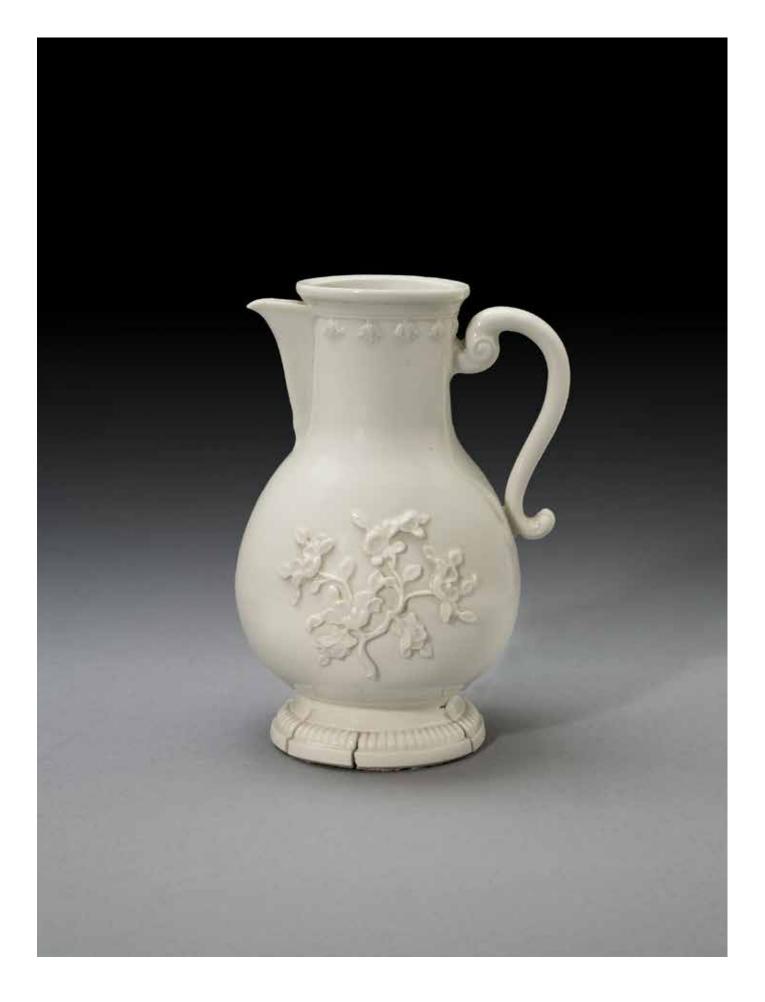
Two beakers of the same early form, embellished in gilding and silver, respectively, are in the Porcelain Collection in Dresden (U. Pietsch/C. Banz, Triumph der blauen Schwerter (2010), no. 24).

229 AN EARLY MEISSEN COFFEE POT, CIRCA 1713-15

Of baluster form on a foot with gadrooned rim, each side applied with flowering branches, the rim with a border of bellflowers, scroll handle, *18.5cm high* (tiny flat chip to edge of spout)

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 3,900

A similar jug with its cover in the Dresden porcelain collection is illustrated by Ernst Zimmermann, Die Erfindung und Frühzeit des Meissner Porzellans (1908), p. 215, ill. 82. A jug of similar form decorated with unfired colours (p. 223, ill. 88), suggests that the present lot belongs to among the earliest forms of porcelain produced at Meissen.





A VERY RARE PAIR OF EARLY MEISSEN BEAKERS AND SAUCERS, CIRCA 1717

The bases strongly-moulded with pillar flutes and with pronounced everted rims, the saucers with trembleuse centres, decorated in Dresden in the workshop of George Funcke with borders of leaf and floret motifs in Böttger lustre outlined in gold and heightened with simple scrollwork in blue, green and puce enamel, the fluted bases and inside rims picked out in bright gold, *beakers: 8cm and 8.2cm high, saucers: 14.6cm and 14.7cm diam.*, beakers marked with four dots in purple enamel (4)

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 39,000

Provenance

Anon. sale, Sotheby's Amsterdam, 28 March 2007, lot 725

Only one other gadrooned beaker and saucer decorated in the same manner and with four (gilt) dots to the underside of the beaker is recorded, in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no.67). The author notes (p. 288) that the application of small decorative elements to the inside and underside of cups could be considered a Funcke signature. A teapot and cover, a sugar box and cover and two teabowls and saucers from a similarly decorated service are in the Hans Syz Collection, Smithsonian Institution (H. Syz et al., Catalologue of the Hans Syz Collection (1979), no. 25); another teabowl and saucer from the service was in the Hoffmeister Collection, Hamburg, sold in these Rooms, 24 November 2010, lot 3.

The inspector of the Meissen manufactory, Johann Melchior Steinbruck recorded in 1717 the introduction of purple or pink lustre decoration, developed by Johann Friedrich Böttger. Funcke's invoices for enamel colours between 1713-19 (Claus Boltz in Keramos 167/168 (2000), p. 143) record that the colours used on the present lot were all in use by 1717 (while black and red, neither of which are used on the present lot, were first used in 1718). A saucer with the same enamels also combined with Böttger lustre, although with the addition of an iron-red border, was sold in these rooms, 18 June 2014, lot 33.



TWO EARLY MEISSEN TEABOWLS AND SAUCERS, CIRCA 1715

With everted rims, the exteriors of the bowls and the undersides of the saucers all applied in high relief with three sprigs of roses and buds growing from leafy branches, *the saucers: 12.3cm diam., the teabowls: 4.8cm high* (one saucer with a minor chip) (4)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500



AN EARLY MEISSEN TEAPOT AND COVER, CIRCA 1715

The squat globular body applied with a straight spout and an individually-formed twisted stalk handle from which rose branches grow around both sides of the teapot, the leafy stems applied with flowers and rosebuds in high relief, the cover with three further rose branches growing from a raised stalk that forms the finial, *10cm high*, (the spout with a silver mount revealing a chip to the tip, fine crack in the bottom of the handle) (2)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Anon. sale, Sotheby's Amsterdam, 3 December 1991, lot 179

A very similar teapot is in the Hans Syz Collection in the Smithsonian Institution (H. Syz et al., Catalogue of the Hans Syz Collection (1979), p. 47, no. 21). Another teapot with a globular body and conventional loop handle is in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), p.339, no.109).



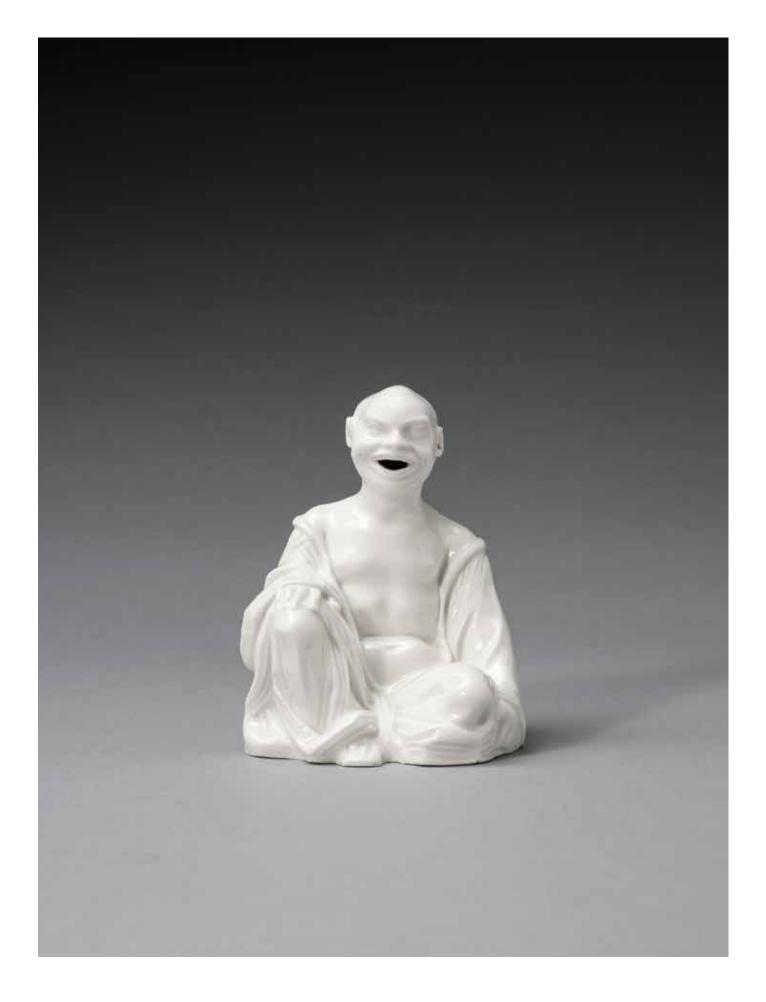
233 A MEISSEN WHITE FIGURE OF A SEATED PAGODA, CIRCA 1715-20

Crisply moulded, with his right hand resting on his upraised right knee, the mouth and ears pierced, 9.8cm high

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

The model was first produced in Böttger stoneware from around 1711 and presumably in porcelain from 1713 onwards. The inventories of the warehouses in Dresden and Leipzig made in 1719 list several dozen pagodas, and the model appears to have been produced in large numbers in the mid 1720s (see U. Pietsch/C. Banz, Triumph der blauen Schwerter (2010), cat. no. 13). A similar example with a Japanese Palace inventory number was sold in these Rooms, 23 May 2012, lot 2.





A MEISSEN HAUSMALER HEXAGONAL TEA CANISTER AND COVER, CIRCA 1725-30

Decorated in Augsburg in the Seuter workshop in gilding, with alternating panels of Chinoiserie figures on strapwork pediments and birds perched amidst branches, the cover with a wide band of gilding and a scrollwork motif on top, *9.8cm high* (minor rubbing) (2)

£2,000 - 3,000 €2,300 - 3,400 US\$2,600 - 3,900

Provenance

Anon. sale, Christie's Geneva, 7th May 1979, lot 115; A Highly Important Private Collection of Meissen and Continental Porcelain, Christie's London, 11 December 2007, lot 44



A MEISSEN SILVER-GILT-MOUNTED HAUSMALER COFFEE POT AND COVER, CIRCA 1725

Decorated in Augsburg in the Seuter workshop in gilding, the pearshaped body applied in high relief with birds perched on flowering branches and another bird in flight, the cover with three similar applied branches, the reliefs gilded, the ground in between richly gilded with Chinoiserie scenes, numerous figures by trees, including a dragon, the largest vignette below the spout surmounted by a canopy, in addition birds on branches gilded on the shoulder and on the cover, the Augsburg silver gilt mounts comprising a hinged fitting with acanthus leaves around the cover and another hinged cap on top of the spout, the circular foot also held in place with acanthus leaves, the silver maker's mark PS probably for Paul Solanier, *23cm high* (silver-gilt flower finial possibly later)

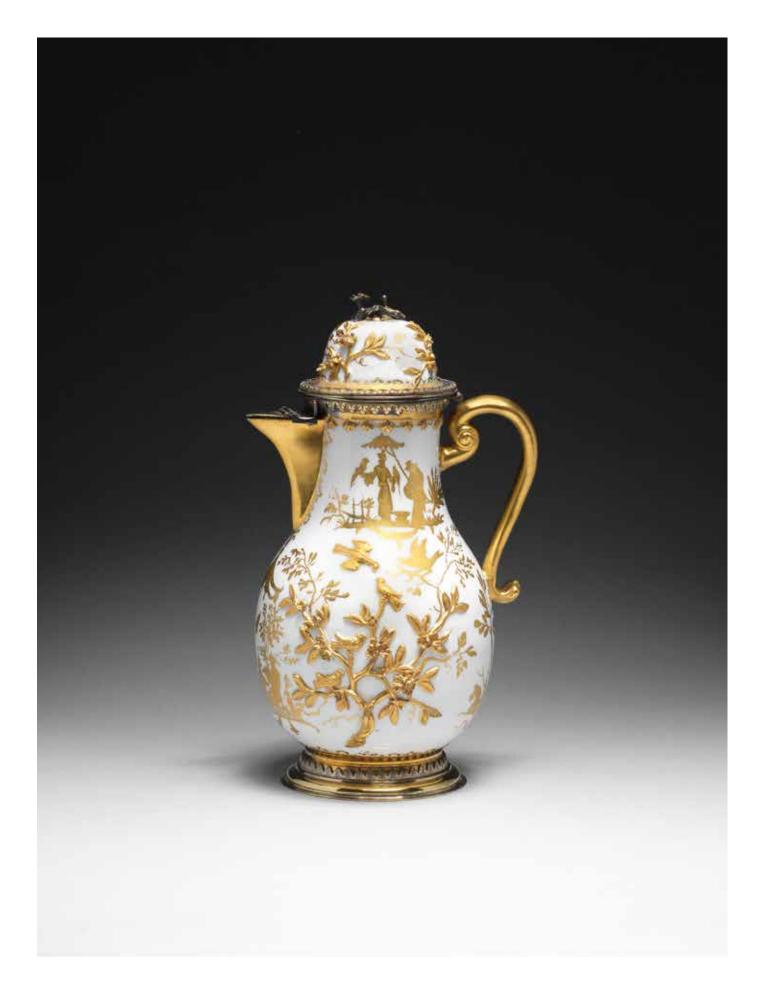
£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Anon. sale, Sotheby's London, 16th October 1979, lot 106 (part of a full tea and coffee service offered as lots 107-113)

Literature

Ulrich Pietsch, Preziosen einer süddeutschen Kunstsammlung (2001), pp. 54-55









TWO VERY RARE EARLY MEISSEN HAUSMALER BEAKERS, THE PORCELAIN CIRCA 1715-20, THE DECORATION SLIGHTLY LATER

Painted with continuous landscape scenes depicting mythological subjects, one with Europa and the bull, the other with Neptune on a chariot pulled by hippocampi, the interior rims with wide gilt borders, *6.5cm high* (2)

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Provenance

The Neptune beaker sold at Sotheby's London, 23 June 1993, lot 135; The Europa beaker sold at Phillips London, 1 December 1993, lot 62

The fine decororation and classical subject matter of these beakers has been associated with Ignaz Bottengruber. Some details, such as the treatment of the clouds, and the unusual gilt borders inside the rims, could suggest a so far unidentified Hausmaler (or workshop), perhaps in Bayreuth, that has thus far only been associated with monochrome decoration (dubbed the "Indian Ink" painter); see S. Kuhn, The Hausmaler, in M. Chilton/C. Lehner-Jobst (eds.), Fired by Passion, vol. I (2009), pp. 543-544.



A MEISSEN HAUSMALER PLATE, CIRCA 1735-40

Painted by Hans Gottlieb von Bressler, the centre with a scene of two children playing on a rope hung between two trees, within a cartouche of gilt scroll- and strapwork embellished with coloured foliate scrolls, the rim with gilt panels painted with coloured fruit and flowers alternating with scroll- and strapwork, *21.4cm diam.*, crossed swords mark in underglaze-blue (some wear)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

Provenance Anon. sale in these Rooms, 16 November 2005, lot 48

Literature

John Sandon, Meissen Porcelain (2010), p. 30

One of a service decorated with scenes from 'Les Jeux et plaisris [sic] de l'enfance' by Jacques Stella, published in Paris in 1657; three more plates from the service, which was in the possession of the Counts von Bressler in Schloss Lauske until at least 1925, were in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 325). Another is in the collection of the Metropolitan Museum, New York (C. Le Corbeiller, German Porcelain of the Eighteenth Century (1990), p. 23).







A VERY RARE MEISSEN HAUSMALER BEAKER, CIRCA 1728-30

Painted by Ignaz Bottengruber, Breslau, depicting Neptune holding a trident and attended by a hippocamp, enclosed by elaborate gilt foliate scrollwork, embellished with a net, shell, coral, fish and birds, reeds and marine trophies, the reverse painted *en grisaille* with a scene of nymphs with a dolphin, *7.4cm high*, impressed .. inside footrim

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Provenance Anon. sale, Christie's London, 28 June 1993, lot 148

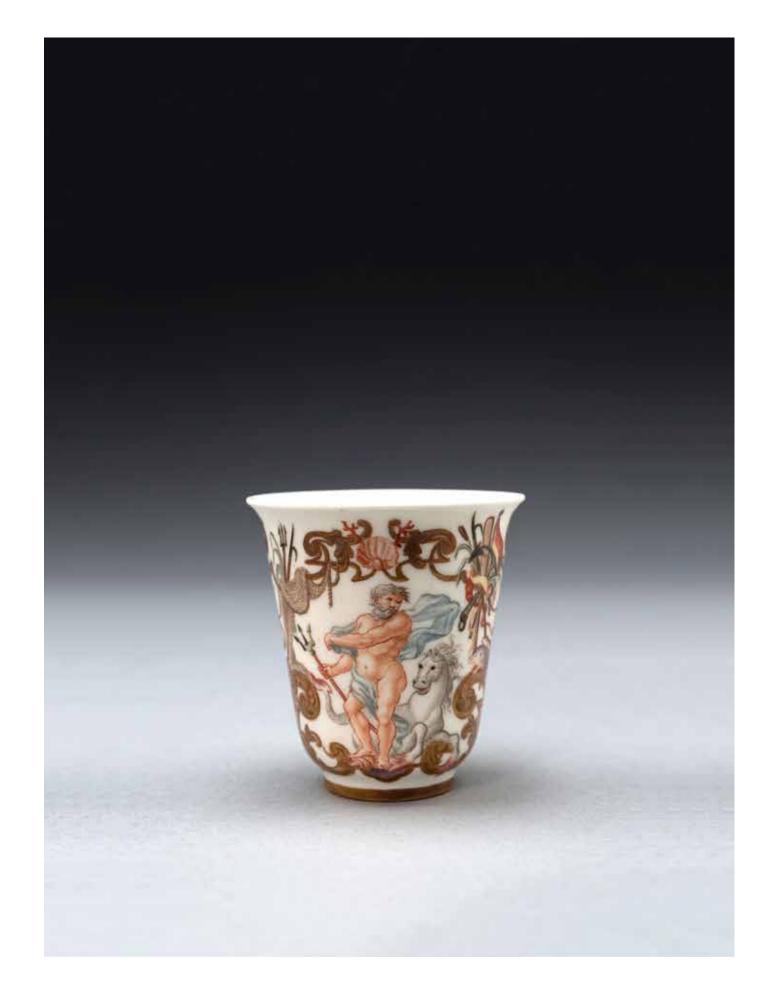
Literature

M. Cassidy-Geiger, The Porcelain Decoration of Ignaz Bottengruber, in The Metropolitan Museum Journal 33 (1998), fig. 37; R. Roos (ed.), Meissen SO-IL, exhibition catalogue, Kunsthal KAdE, Amersfoort (2011), p. 30

Exhibited

Amersfoort, Kunsthal KAdE, Meissen SO-IL, 28 May-28 August 2011

From a series depicting the twelve months; for a beaker and saucer from the same set in the Arnhold Collection, New York, see M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 323. The author notes (p. 637) that Bottengruber likely was influenced by prints after artists at the French court, such as Berain, Marot and Claude Audran.







A MEISSEN AUGSBURG HAUSMALER-DECORATED TEA CANISTER AND COVER, CIRCA 1725

Of hexagonal shape, decorated in the Seuter workshop and attributed to Abraham Seuter, with alternate panels, three painted in colours with scenes of Dutch peasants in the style of van Ostade, two panels with a single seated toper, the third with a woman and two men playing cards, gilt scroll motifs beneath each scene, the panels separated by solid gold panels with burnished floral borders, the cover painted with a further Dutch peasant, half-length within the circular reserve, *9.9cm high* (2)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

Provenance With Dr. Andreina Torre; With H. Reichert; Purchased from the above in August 1990

Literature

Siegfried Ducret, Meissner Porzellan bemalt in Augsburg, 1718-1750, vol. II (1972), p.211, nos. 312-314

Abraham Seuter specialised in groups of figures after Watteau and Lancret, many taken from the comedies of Molière. In the case of the present lot, the likely source will be prints of Dutch peasants in interiors after Adriaen van Ostade.





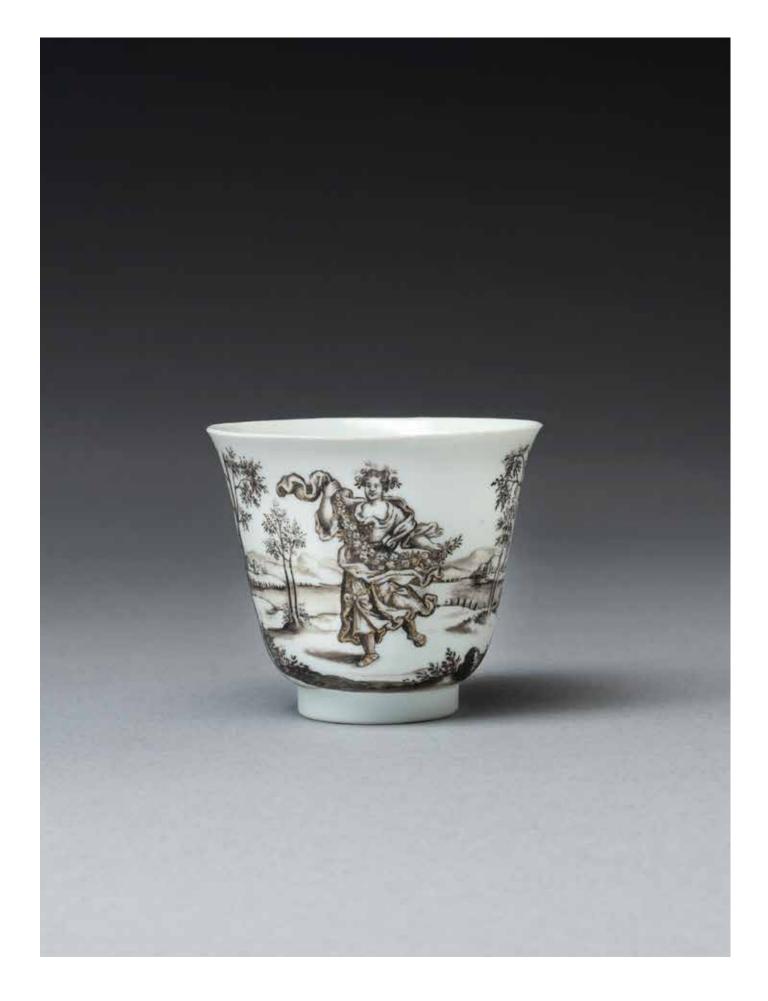


A CHINESE PORCELAIN BEAKER DECORATED IN THE PREISSLER WORKSHOP, CIRCA 1720

Painted in the workshop of Daniel and Ignaz Preissler, Kronstadt, of gently flared shape and of almost eggshell thinness, painted in black heightened with gilding with an extensive and continuous landscape in which stands a figure of a woman emblematic of 'Flora', placing into her apron a garland of flowers and fruit, flanked by trees and with a river behind, the reverse with a palatial house, various diminutive figures in the foreground, *7.3cm high*, marked with an auspicious emblem in underglaze-blue (filled chips and a fine crack)

£1,000 - 1,500 €1,100 - 1,700 US\$1,300 - 1,900

See Helena Brozková (ed.), Daniel a Ignác Preisslerové (2009), for a comprehensive discussion of the glass and porcelain decorating workshop of Daniel and Ignaz Preissler in Kronstadt (Bohemia), and nos. 79 and 80 for two similar Chinese beakers decorated in the Preissler workshop.



A VERY RARE CHINESE KANGXI HAUSMALER PLATE DECORATED IN THE PREISSLER WORKSHOP, CIRCA 1720

Painted in the workshop of Daniel and Ignaz Preissler, Kronstadt, in iron-red embellished in gilding with flowers issuing from stylised rockwork in the well and trailing flower branches around the brownedged rim, further decorated in black monochrome heightened in gilding with chinoiserie figures, buildings and exotic animals, with stylised rockwork, flowering branches and palm trees around the rim, 22.1cm diam.

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Adalbert von Lanna Collection, Prague (sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 9-16 November 1909, lot 1752 - one of five similar plates);

Private European Collection by descent to an American Collection, sold Christie's New York, 17 November 1999, lot 295 (part)

Similar plates - formerly in the von Lanna Collection - are in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 314, and the Germanisches Nationalmuseum, Nuremberg (H. Brožková (ed.), Daniel a Ignác Preisslerové (2009), p. 43).





A VERY RARE EARLY MEISSEN OCTAGONAL SUGAR BOX AND COVER, CIRCA 1722-23

Decorated in iron-red camaieu with a continuous forested landscape, the stepped cover with a similar landscape surrounded by a band of stylised flowerheads and a border of whorls, gilt rims, *11.5cm across*, (very small chip to top of box rim) (2)

£7,000 - 9,000 €8,000 - 10,000 US\$9,100 - 12,000

Provenance

With Heinz Reichert, Munich

Literature

H. Morley-Fletcher, Meissen Porcelain in Colour (1971), p. 106

A saucer from the same service is in the Macolm D. Gutter Collection (formerly in the collections of Dr. Andreina Torre and Dr. Mario Leproni); see Maria L. Santangelo, A Princely Pursuit (2018), no. 74.





A RARE PAIR OF MEISSEN BOTTLES, CIRCA 1725

Of simple pear shape on small, slightly-domed bases, both finely painted in black monochrome with continuous *Kauffahrtei* scenes of merchants and their wares by a quayside, one with two figures unloading a small sailing vessel beside a ruined tower, elaborate borders of gilt scrollwork around the bases and below the narrow necks, *11.8cm and 12cm high* (covers missing) (2)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

This form is of great rarity: four such bottles painted with continuous chinoiserie scenes were in the historic collections of the Margraves and Grand Dukes of Baden, now Schloss Favorite (U. Grimm/W. Wiese, Was bleibt (1996), p.65); two bottles decorated in Augsburg with gilt chinoiserie vignettes enclosed by strap- and scrollwork are in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 280).









A VERY RARE MEISSEN FIGURAL CLOCK CASE AND STAND, CIRCA 1730

Modelled by Gottlieb Kirchner, with drapery painted with sprigs of indianische Blumen enclosing the clock over four gilt-edged scroll brackets, below moulded hangings with tassels embellished with gilt scrollwork below the rim, the front and sides painted with chinoiserie scenes within moulded recessed panels edged with gilt scrollwork, the sides with two further chinoiserie vignettes on scrollwork brackets, applied with a figure of a child on each of the upper scrolls, and a woman on each of the lower scrolls, on a shaped rectangular pedestal with four sphinx supports clad in iron-red and blue drapery around a central scroll-moulded, gilt-edged finial, the sides painted with giltedged chinoiserie scenes at the corners, and similar vignettes within moulded, recessed panels with gilt scrollwork borders on all sides, the base with gilt scrollwork and trellis motifs, embellished in ironred, the later movement with a white enamel dial with black Arabic and Roman numerals, mounted with a gilt-metal hinged door with pierced scrollwork at the rear, 37.5cm high, crossed swords mark in underglaze-blue to both (minor restoration) (2)

£60,000 - 80,000 €68,000 - 91,000 US\$78,000 - 100,000

Provenance

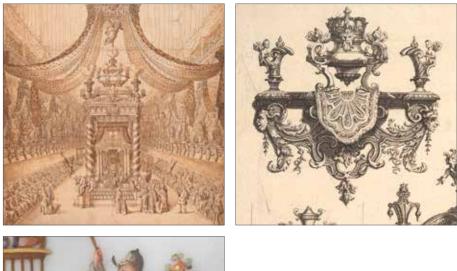
The Trustees of Lord Hillingdon, sold Christie's London, 3 July 1972, lot 166

Literature

R. Roos (ed.), Meissen SO-IL, exhibition catalogue, Kunsthal KAdE, Amersfoort (2011), pp. 54-55

Exhibited

Amersfoort, Kunsthal KAdE, Meissen SO-IL, 28 May-28 August 2011





A similar model is in the Zerilli-Marimò Collection; see the detailed discussion of the model by Ulrich Pietsch in A. d'Agliano, European Porcelain from the Zerilli-Marimò Collection (2014), no. 13. Pietsch dates the model to 1729 based on a bill that records "the modeller Fritzsche has just made a table clock shape with fine decorations and every sort of figure, for which the sculptor Kirchner provided the model; it is very pleasing to look at, and we hope that it will maintain its shape without defects after firing" (p. 68). The author notes (p. 70) that Kirchner may have been inspired by a sandstone, marble and alabaster tomb monument on which he probably also assisted, and that approximately ten examples of this clock case are recorded.

A similar mounted example is in the Dresden Porcelain Collection, and another, without the supporting sphinxes on the base, is in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 33, and fig. 33.1, for the Dresden example). Cassidy-Geiger notes (p. 234) that clock cases were planned for the decoration of the Japanese Palace and delivered in 1734; and that an inventory by the Meissen manufactory of pieces in production in November 1733 included sixteen clock cases. Kaendler's work records for January 1735 note that he repaired this model: '1 Uhrgehäuße, woran befindlich ein ausgekröpftes Postament, worauf 4 Sphinxe ruhen und das Uhrgehäuse tragen, daran noch 5 andern Figuren, als der Saturnus, welcher die Zeit vorstellt, auf 2 Weibel und 2 Kindel samt unterschiedl. Zierrathen. Welches wiederum aufs neue in brauchbaren Zustand versetzt u.z. abformen tüchtig gemacht' [1 clock case, consisting of a shaped pedestal on which are 4 recumbent sphinxes carrying the clock case, in addition there are five other figures, with Saturn, who depicts Time, above two female figures and two children including various ornamentation. Which has been once again renewed and brought back to usable condition and made smart for moulding].





A MEISSEN DOUBLE-HANDED BEAKER, CIRCA 1723-24

Each side painted by J.G. Höroldt with a Chinoiserie scene, one with a figure carrying a tray, the other with a figure mixing something in a flask in an elaborate landscape, within a gilt scrollwork quatrelobe cartouche filled with Böttger lustre and edged with purple and iron-red scrolls, a gilt scroll- and strapwork border to the inside rim, *8.2cm high*, gilt numeral 2., traces of a painted red inventory or collector's number inside footrim (very minor flaking to gilt rim)

£1,500 - 2,500 €1,700 - 2,800 US\$1,900 - 3,200

Provenance

The Collection of Mr. and Mrs. Charles Wrightsman, New York; Metropolitan Museum of Art, New York, sold Sotheby's Monaco, 26 May 1980, lot 380 (four beakers); Anon. sale, Christie's Geneva, 12 November 1989, lot 96

Literature

Carl C. Dauterman, The Wrightsman Collection vol. IV (1970), p. 155, no. 58D; Ulrich Pietsch, Johann Gregorius Höroldt 1696-1775 (1996), pp. 104-105, no. 82

Exhibited

New York City, The Metropolitan Museum of Art; Dresden, Staatliche Kunstsammlungen, Porzellansammlung im Zwinger, 'Johann Gregorius Höroldt 1696-1775', 4 August-30 October 1996, no. 82



A MEISSEN WASTE BOWL, CIRCA 1725-30

Each side painted with a chinoiserie scene depicting figures engaged at various pursuits within a gilt scrollwork quatrelobe cartouche filled with Böttger lustre and edged with purple and iron-red scrollwork, sprays of *indianische Blumen* to the sides, the interior with a similar cartouche, a gilt strapwork border around the inside rim. *17.2cm diam.*, gilt 56.

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Provenance With Heinz Reichert, Munich





A MEISSEN SMALL TWO-HANDLED ECUELLE, COVER AND STAND, CIRCA 1725-30

The ecuelle with ear-shaped handles, each side painted with a European estuary scene within a shaped gilt scrollwork cartouche filled with Böttger lustre and edged with iron-red and purple scrolls, the cover with landscape scenes within concentric iron-red circles, the stand decorated with *indianische Blumen* and insects, iron-red insects to the reverse, gilt scrollwork borders to the rims on cover and stand, *ecuelle: 11.5cm across handles,* crossed swords marks in blue enamel, gilt numeral 2., (tiny chip to underside edge of rim) (3)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

With Kunstsalon Saal, Hannover (paper label to underside); German Private Collection, Sotheby's London, 24 November 1998, lot 12





A MEISSEN KPM TEAPOT AND COVER, CIRCA 1724-25

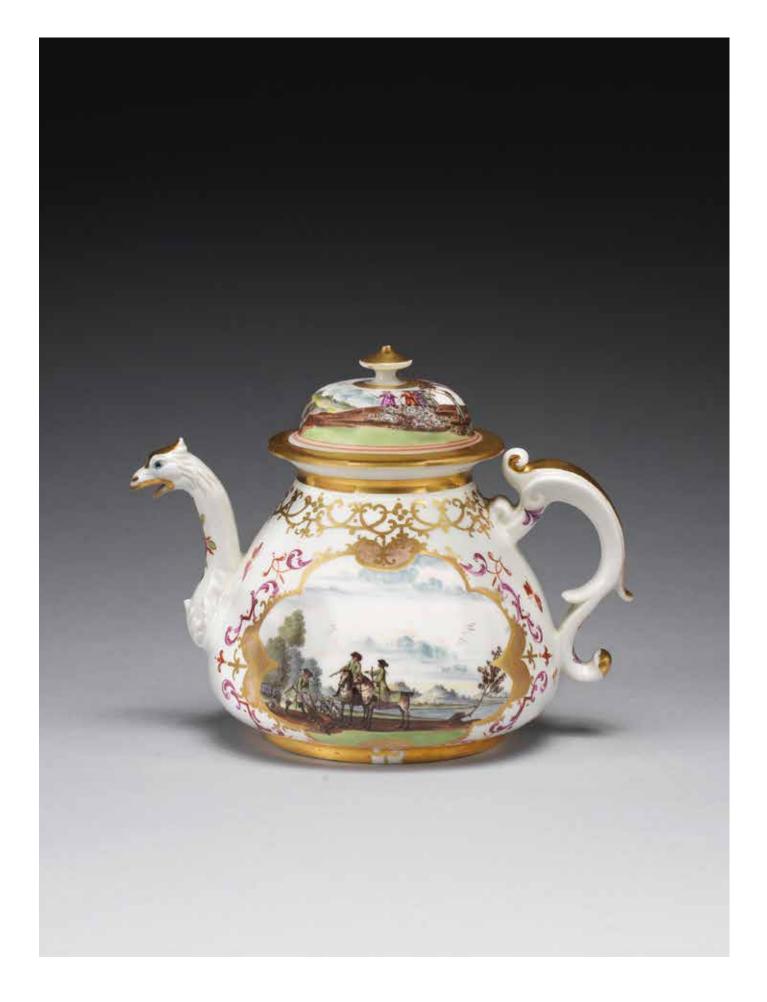
Finely painted probably by Johann Georg Heintze with a hunting scene on each side within a lobed gilt scrollwork cartouche embellished with purple scrollwork, further painted with scattered insects below a broad gilt scrollwork border to the rim, the curved, eagle-head spout with moulded acanthus leaves at the base and painted with a sprig of *indianische Blumen*, the eyes picked out in underglaze-blue and the head embellished in gilding, the scroll handle embellished in gilding and an iron-red and purple flower-head against purple scrollwork, the domed cover with a continuous landscape scene depicting huntsmen and a pack of hounds above iron-red line borders, gilt rim and finial, *11.8cm high*, K.P.M. and crossed swords mark in underglaze-blue, gilt numeral 52. to both (tiny flat chip below tip rim of spout) (2)

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 23,000

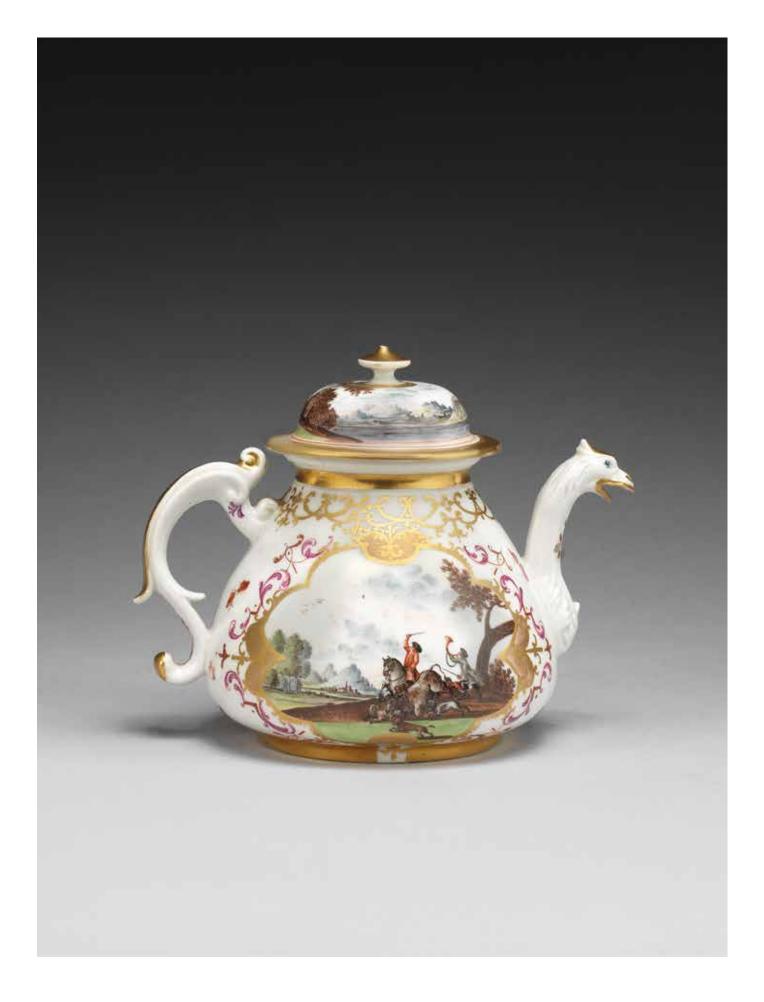
Provenance

With Heinz Reichert, Munich

The coffee pot and tea canister from the same service are in the Carabelli Collection (U. Pietsch, Frühes Meissener Porzellan Sammlung Carabelli (2000), pp. 96-99; U. Pietsch (ed.), Porzellan Parforce (2005), no. 46), and a teabowl and saucer from the service is also illustrated in Porzellan Parforce (2005), no. 47.









A RARE MEISSEN OCTAGONAL TWO-HANDLED BEAKER AND SAUCER, CIRCA 1729-31

Decorated with panels of *karakusa* scrollwork reserved on an ironred ground, alternating with flower sprigs and Buddhist symbols, the saucer with a flower in the centre within concentric iron-red circles, crossed swords marks in blue enamel, incised Japanese Palace inventory number N=343-/ W, impressed Dreher's mark .. for Johann Martin Kittel (tiny chip to one corner of saucer rim) (2)

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 19,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden; Dr. Siegfried Ducret Collection, Zürich; With Galerie Rudigier, Munich

It is uncertain whether the Japanese model for this decoration came from the collections of Augustus the Strong, or was supplied by the Paris merchant, Rudolph Lemaire, as part of his abortive scheme to obtain Meissen copies of Asian porcelain and sell them as originals. In any case, 42 pairs of double-handled "coffee cups" decorated in this style were among the porcelain confiscated in April 1731 in the house of Lemaire's patron, Count von Hoym, and subsequently integrated into the collections in the Japanese Palace; see J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 145f., and cat. nos. 118 and 119 for examples in the Ernst Schneider Collection. The 1770 and 1779 inventories of the Japanese Palace record under no. 343: 'Zwey und Vierzig Stück 8.eckichte Coffeé-Tassen, mit 2. Henckeln, rothen Feldern und Zierrathen auch Blumen gemahlt, 2½. Zoll hoch, 3¼. Zoll in Diam: und Zwey und Vierzig detto Unterschaalen, 1¼. Zoll tief, 5½. Zoll in Diam: No. 343' [42 octagonal coffee cups, with two handles, red panels and decoration and decorations also painted flowers [...] and 42 ditto saucers...] (quoted by Claus Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (July 1996), p. 57).

Ten such two-handled octagonal beakers and saucers - probably including the present lot - were sold from the former Royal collections of Saxony by Rudolph Lepke's Kunst-Auctions-Haus, 7-8 October 1919, lots 163-171. Another example sold in these Rooms, 18 June 2014, lot 49. A similar beaker and saucer with Japanese Palace inventory numbers 343 and 344 in the Stout Collection is illustrated by C. Nelson/L. Roberts, A History of Eighteenth-Century German Porcelain: The Warda Stevens Stout Collection (2013), no. 70.





A MEISSEN EARLY TWO-HANDLED CIRCULAR TUREEN AND COVER, CIRCA 1725

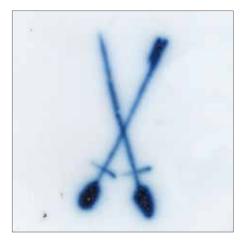
Decorated in underglaze-blue with flowering branches of *indianische Blumen* issuing from stylised rockwork, the sides with birds and small insects, the handles on the tureen and cover in the shape of fish, *30.5cm across handles*, crossed swords mark in underglaze-blue to interior of tureen (restored haircracks to tureen side and cover rim) (2)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

This model is first mentioned in manufactory records in March 1722, though the first successful firing may only have been in July. The turner, Peter Geithner, produced thirteen more in late July, and thereafter the models are mentioned in 1725, 1727 and 1728 (J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II, p.76). Tureens of this type were in use at the royal table as soup tureens from at least 1723. The earliest surviving inventory of the Hofsilberkammer of 1733 lists four large and six smaller tureens, although the use of blue and white wares was not restricted to the court (Weber, *op. cit*, pp. 10-11).

A tureen and cover, circa 1722-23, of the same shape and with similar underglaze-blue decoration is in the Malcolm D. Gutter collection, illustrated in Maria L. Santangelo, A Princely Pursuit (2018), no. 27. Three related tureens and covers, one with lizard handles, are in the Dresden porcelain collection (the one with lizard handles is illustrated in K-P. Arnold, Meissener Blaumalerei aus drei Jahrhunderten (1989), no. 27).





A MEISSEN HAUSMALER WASTE BOWL, CIRCA 1725-30

Circular with a flared rim, decorated in underglaze-blue and picked out in a limited range of enamel colours and gilding, the very stylised river scene divided into two panels by vertical rockwork and including on both sides a figure fishing from a sampan, the interior in bright burnished gold, *15.3cm diam.*, crossed swords mark in underglazeblue

£1,200 - 1,800 €1,400 - 2,000 US\$1,600 - 2,300

Provenance

Anon. sale, Christie's Geneva, 16 May 1994, lot 65

See J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), nos. 8 and 9, for other examples of Meissen blue and white porcelain decorated outside the manufactory in enamels and gilding.







A MEISSEN BUTTER TUB AND COVER AND CIRCULAR STAND, CIRCA 1730

The small round tub with upright lug handles, vase-shaped finial and a wavy rim, the larger stand with corresponding wavy rim, the centre of the stand painted with a curious hound-like beast capturing a bird, watched by another bird on a pole above a small fence, framed with red tramlines and gilt dagger motifs, the remainder of the tub, cover and border of the stand with sprays of *indianische Blumen* growing from further red lines, *the tub 10.7cm wide, the stand 21cm diam.*, crossed swords marks in underglaze-blue on the tub and in blue enamel on the stand (3)

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 16,000





A MEISSEN TEAPOT AND COVER, 1728-30

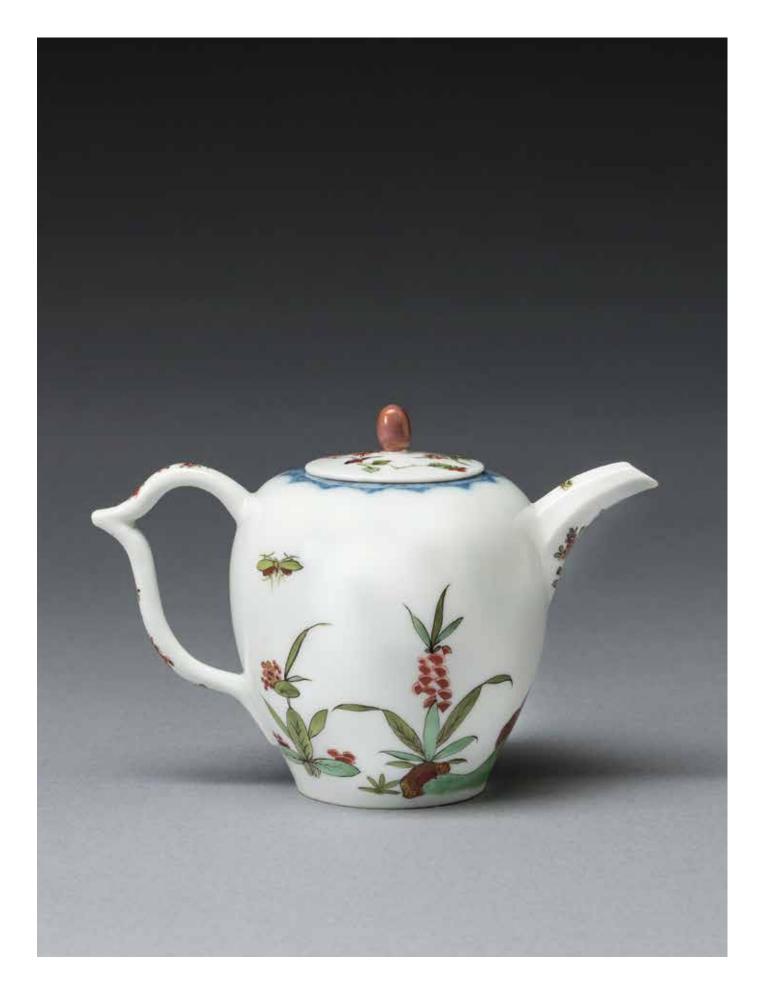
Decorated in *famille verte* style, various flowering plants growing from rockwork, a bird perched on one trailing stem, the rockwork heightened in Böttger lustre, an underglaze-blue border of *rui*-heads around the neck rim, the cover with a matching bird and rockwork around the Böttger lustre finial, *10cm high*, crossed swords mark in underglaze-blue, incised x (2)

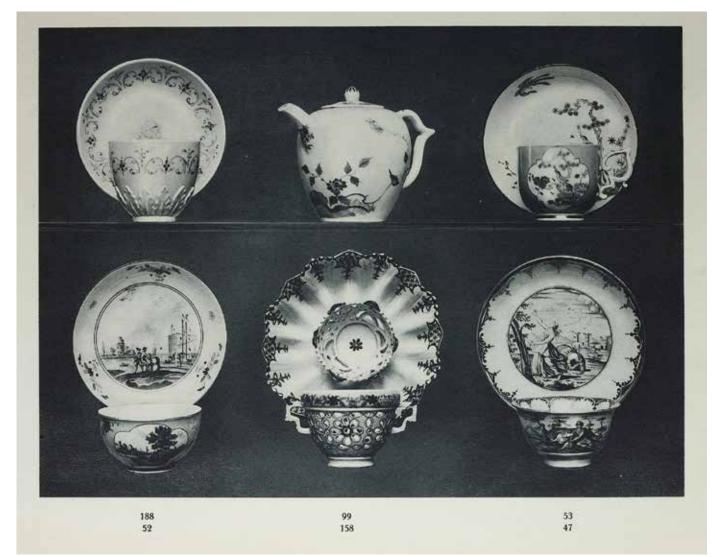
£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 16,000

Provenance

Private Collection, Germany; Anon. sale, Sotheby's London, 20 June 2000, lot 23

A very similar teapot and cover was in the collection of Baron von Born, Budapest (sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4 December 1929, lot 99).





Baron von Born Collection, Budapest, sale catalogue, Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 4 December 1929 (detail)



A MEISSEN CIRCULAR DISH FROM THE 'GELBER LÖWE' SERVICE, CIRCA 1729-31

Painted in Kakiemon style with a tiger curling around bamboo facing flowering prunus branches issuing from a tree-stump, brown-edged rim, *21cm diam*, crossed swords mark in blue enamel, incised Japanese Palace inventory number N=8-/ w

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden

For a comprehensive discussion of the history of the 'Gelber Löwe' service in the 18th century, see Julia Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 265-274. The 'Gelber Löwe' pattern was first produced at Meissen after a Japanese porcelain original as part of the large order placed by the Paris merchant, Rudolph Lemaire, for copies of Asian porcelain. A large quantity of plates and dishes painted in this style were among the porcelain confiscated in April 1731 in the house of Lemaire's accomplice at the Dresden court, Count von Hoym, and subsequently sent to the Japanese Palace and entered in the inventory under no. 8. This present lot belongs to this group and is therefore one of the earliest examples of this decoration.

The 1770 inventory of the Japanese Palace records: *...Nur 60. Stück.. runde tiefe Schaalen, von differenter Größe, mit braunen Rändern, Löwen, blauen Rohr und andren Blumen nach alt Indianischer Art gemahlet, No. 8*' [...only 60..round deep dishes, of different sizes, with brown rims, lions, blue tubes and other flowers painted in old Indian style] (quoted by C. Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (July 1996), p. 72).

Two others, slightly larger and both with the same Japanese Palace inventory number, were sold in these Rooms, 18 June 2014, lot 59, and 7 December 2017, lot 156.



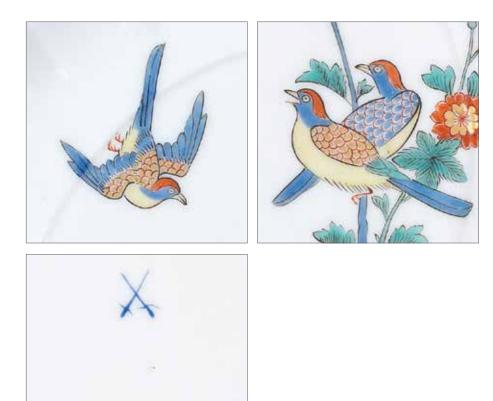
A MEISSEN CIRCULAR TUREEN AND COVER, CIRCA 1730

Painted in Kakiemon style with a long-tailed bird perched on flowering chrysanthemum branches issuing from banded hedges, surrounded by further flowering branches, another bird in flight on the reverse, the cover similarly decorated and applied with a pinecone finial, *20cm high*, crossed swords mark in blue enamel (some crazing to glaze) (2)

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Another example of the same shape and decoration, but with Japanese Palace inventory number N=17-/W, is in the Malcolm D. Gutter Collection (see M. Santangelo, A Princely Pursuit (2018), cat. no.87, plate 64). In the 1770 inventory of the Japanese Palace six tureens of this type were recorded: 'Sechs Stück detto (Terrinen mit platten Deckel, mit Vögeln und kleinen Blümgen gemahlt), mit einem blätterichten Knopf, 8. Zoll hoch, 9 3/4. Zoll in Diam' [six pieces of the same (tureens with flat-topped covers, painted with birds and small flowers), with a leafy finial, 8 zoll high, 9 3/4 zoll in diameter] (quoted in Claus Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (July 1996), p.72). Two chrysanthemum-shaped bowls in the Dr. Ernst Schneider collection have the same type of Kakiemon decoration (see J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 231f, no. 214).





A RARE MEISSEN FLUTED CIRCULAR DISH FROM THE JAPANESE PALACE, CIRCA 1730

The deep sides crisply moulded with chrysanthemum flutes, painted in Kakiemon style with two birds on a tall flowering stem growing from 'banded hedges', a further bird in flight, the rim edged in brown enamel, *25cm diam.*, crossed swords mark in blue enamel, Japanese Palace inventory number N=48-/ w

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 26,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden; Anon. sale, Phillips London, 1 December 1993, lot 48

The 1770 inventory of the Japanese Palace records under no. 48: *'Fünf Stück detto [runde gemuschelte Schaalen], tief gemuschelt, mit braunem Rand, Vögeln und bunten Blumen gemahlet, 2 3/4/ Zoll tief, 10 3/4. Zoll in Diam: 2. St. haben Riße' [five ditto (round lobed dishes), deeply lobed, painted with brown rim, birds amd coloured flowers, 2 3/4 Zoll deep, 10 3/4 Zoll in diam: 2 pieces have cracks] (quoted by Claus Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (1996), p. 73).*





A MEISSEN LOBED OVAL DISH OR STAND, CIRCA 1730-35

The shallow stand with a six-lobed rim, painted possibly by A.F. von Löwenfinck with a Chinoiserie figure in a red, yellow and black costume, standing alone among simple plants, within a lobed panel in underglaze blue, the rim with three Kakiemon plant sprigs and a red-ground border with gold diaper and semi-flowerheads, the reverse edge of the rim with further plants in iron-red and underglaze-blue, *15.5cm wide*, crossed swords mark in underglaze-blue

£800 - 1,200 €910 - 1,400 US\$1,000 - 1,600

Provenance

Property of a European Nobleman, sold by Sotheby's London, 17 June 1986, lot 213; With Winifred Williams, London; Anon. sale, Christie's London, 22 June 1992, lot 110 Pieces from three similarly decorated tea and coffee services, including two such lobed teapot stands, are published by U. Pietsch, Phantastische Welten (2014), nos. 12-22. The borders differ slightly and the present lot is evidence of a fourth service in this style. With the exception of a teabowl and saucer (no. 23), all are in museum collections. Pietsch (p.118) considers all to be early works by Adam Friedrich von Löwenfinck, though he allows for the possibility that other painters were involved.



A MEISSEN PLATE FROM THE JAPANESE PALACE, CIRCA 1730

Painted in Kakiemon style in enamels and gilding with a tiger opposite flowering bamboo, 23.4cm diam., crossed swords mark in blue enamel, incised Japanese Palace inventory number N=72_/ W, incised // inside footrim (restored chip to rim)

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden; Anon. sale, Phillips London, 1 December 1993, lot 46 The 1770 inventory of the Japanese Palace in Dresden lists: '*Eilf Dutzendt und* (8.) 5. *Stück Teller, mit roth und goldenen Löwen auch einem Bouquetm alt Indianische Mahlerey, 1 1/2. Zoll tief, 9 1/2. Zoll in Diam.*' [eleven dozen and (8) 5 plates, with a red and gold lion also a bouquet old Indian painting, 1 1/2 zoll deep, 9 1/2 zoll diam.] (quoted by Claus Boltz, Japanisches Palais-inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (1996), p. 74).

Augustus the Strong owned two Japanese plates in this pattern, which were used as sources for the Meissen examples. One of these is now in the collection of the Grassimuseum in Leipzig. See J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 290-294 for a full discussion of the pattern and an example in the Ernst Schneider Collection. Another plate was in the Hoffmeister Collection, sold in these rooms, 26 May 2010, lot 23.





A MEISSEN YELLOW-GROUND POURING CUP AND SAUCER, CIRCA 1735

Each side of the cup reserved with a quatrelobe panel painted in Kakiemon style, one side with a heron beside flowering branches and a bamboo fence, the other with a heron in flight overhead, the two-handled saucer similarly decorated, the rims with borders of stylised flowerheads on a green ground interspersed with four panels depicting bamboo branches, *the saucer: 20cm across handles,* AR in underglaze-blue and impressed Dreher's mark for Johann Martin Kittel to saucer, crossed swords mark in underglaze-blue and impressed Dreher's mark for Johann Christoph Pietzsch to cup (restored chip to rim on saucer) (2)

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Cups with spouts of this shape first appeared in the 1720s. Saucers with two handles however are first recorded in 1732/33, when examples of this shape were delivered to the Japanese Palace. Julia Weber notes that yellow-ground examples appeared in 1734 at the latest, as Augustus III gave to Wilhelm VIII von Hessen-Kassel '12 Schälgen mit Henkel und gelber Glasur' [12 small bowls with handles and yellow glaze] and '12 Copgen dazu mit Schnautzen' [12 teabowls to this with spouts]. See J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), p.421, no. 433 for another yellow-ground pouring cup and saucer with different Kakiemon decoration and a discussion of the shape.





A RARE MEISSEN ARMORIAL CIRCULAR DISH FROM THE 'CORONATION SERVICE', CIRCA 1733-34

The centre painted with the quartered Arms of Saxony and Poland within a crowned escutcheon surrounded by scattered flowers and banded hedges in Kakiemon style, the shaped rim with a broad band of elaborate gilt scrollwork, *22.4cm diam.*, crossed swords mark in underglaze-blue, incised Dreher's mark x for Johann Daniel Rehschuh, incised Japanese Palace inventory number N=147-/ W, Schloss Moritzburg inventory number I.C.78 in red enamel (minor scattered wear)

£15,000 - 25,000 €17,000 - 28,000 US\$19,000 - 32,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden; Property of the Free State of Saxony, 1918; Haus Wettin Albertinischer Linie e.V., Schloss Moritzburg (from 1924); Anon. sale, Christie's London, 3 June 1996, lot 482; Important early Meissen Porcelain from a Private Collection, sold in these Rooms, 18 June 2014, lot 61

A lack of archival evidence means that it remains uncertain whether this service was ordered by Augustus the Strong before his death on 1 February 1733, or by his son in anticipation of his election to the Polish throne in Warsaw in January 1734. The prominence of the Polish arms perhaps suggests the latter, though the name 'Coronation service' is a 19th-century title.

The service was delivered to the Japanese Palace in Dresden in 1734. when, according to a delivery specification (published by C. Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (July 1996), p. 91), it comprised 77 parts in total, including 37 plates, and only six such small lobed dishes. The 1770 inventory of the Japanese Palace (Boltz, ibid., p. 76), lists the service under number 147: 'Ein Tafel-Service, mit dem Königl. Pohlnis, und ChurFürstl. Sächsi. Wappen, fein mit Golde und Zierrathen, aufm Boden mit gebundenen Korn-Aehren, und kleinen Blümgen, der Rand sehr reich mit vergoldeten Zierrathen eingefaßt' [a table service with the Royal Polish and Electoral Saxon arms, fine with gold and decorations, with bundles of corn sheaves and small flowers on the surface, the rim with very rich gold decorations]. The inventory lists the same pieces as the 1734 delivery specification, except for three missing tureens and a broken plate. According to the catalogue of the Wark Collection catalogue (1984, no. 516), part of the service was transferred to the Hofconditorei (court pantry) in 1792, and was used at the Dresden Residence for special court functions. The service became the private property of the Saxon royal family in 1924, who continued to use it at Schloss Moritzburg on special occasions.

In addition to the examples listed by Dieter Hoffmeister (Meissen Porzellan des 18. Jahrhunderts Sammlung Hoffmeister, vol. II (1999), nos. 343-344), other plates from the service are in the Seattle Art Museum (inv. no. 69.201, gift of Martha and Henry Isaacson); in the Ludwig Collection, Bamberg (R. Hanemann (pub.), Goldchinesen und Indianischen Blumen (2010), no. 69); and in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 186). Two plates were sold in these Rooms from the Hoffmeister Collection, 25 November 2009, lot 74, and 26 May 2010, lot 65.



A MEISSEN YELLOW-GROUND PLATE FROM THE "YELLOW HUNTING" SERVICE, CIRCA 1730

The well with a chrysanthemum-shaped reserve painted in Kakiemon style with a phoenix enclosed by three flowering bushes, the brown-edged rim reserved with three quatrefoil panels painted with similar flowering plants, *23.8cm diam.*, crossed swords mark in underglaze-blue, incised Japanese Palace inventory number N 148-/ W (restuck through middle)

£5,000 - 8,000 €5,700 - 9,100 US\$6,500 - 10,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden, from 1734;

Anon. sale, Christie's London, 3 June 1996, lot 478

This service is the only Meissen dinner service known to have a coloured ground. It was ordered around 1730 by Augustus the Strong, and later became known as the "yellow hunting service", because of the similarity of the ground colour to the livery of the Saxon court parforce huntsmen. According to a delivery specification (published by Claus Boltz, Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (July 1996), p. 91), the service was delivered to the Japanese Palace between August and October 1734 on the instruction of Augustus III, and originally consisted of 82 pieces including 39 plates. The revised plans for the Japanese Palace service difference a series of rooms, each decorated with Meissen porcelain of a particular ground colour. Unlike the celadon-ground porcelain, relatively little yellow-ground porcelain was delivered before the plans

for the palace stagnated from around 1738 (J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 416f).

The 1770 inventory of the Japanese Palace records under 148: '*Ein Tafel Service, mit gelber(ner) Glasur und weißen Schildern, worein bunte Blumen und Vögel gemahlt...*' [a table service with yellow glaze and white panels in which are painted coloured flowers and birds...]. A note in the inventory records that one plate was broken in two on 2 September 1777 at a dinner for the King of Prussia in Christinenstadt (Boltz 1996, p. 76), an indication of the importance still attached to the service (Weber, *loc. cit.*).

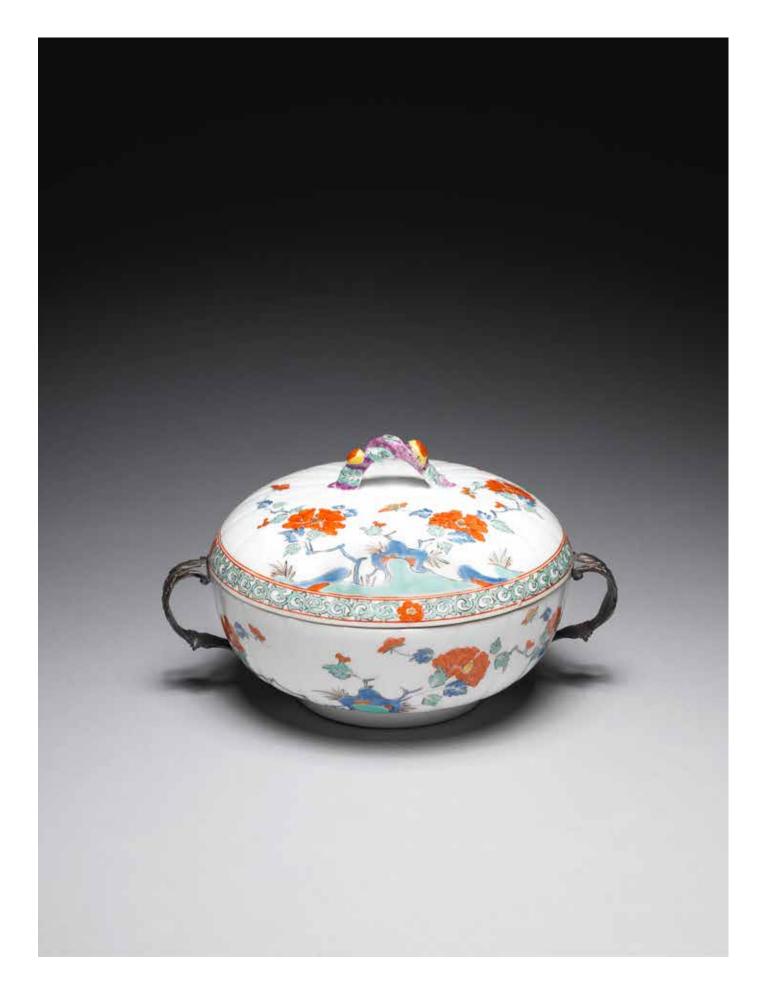
A similar plate as well as a tureen and fluted dish from the same service are exhibited in the Porcelain Collection in Dresden (U. Pietsch/C.Banz, Triumph der blauen Schwerter (2010), p. 97). Two plates were sold from the former Royal collection by Lepke's, 7-8 October 1919 and 12 October 1920, lots 192-193 and 145-146, respectively; a plate from the Deane Johnson Collection, Bel Air, was sold by Sotheby's New York, 9 December 1972, lot 67; another by Christie's Geneva, 9 May 1988, lot 63; a pair of plates was sold by Christie's London, 11 December 2007, lot 103 and another was sold by the same house in 14 July 2006, lot 84. Another plate from the service is in the Dr. Ernst Schneider Collection in Schloss Lustheim (Weber, *op. cit.*, no. 429), and two further plates are in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), nos. 185a-b). Another plate was sold in these rooms, 18 June 2014, lot 60.



A MEISSEN SILVER-MOUNTED LOBED ECUELLE AND COVER, CIRCA 1729-31

Painted in Kakiemon style with flowering branches of peonies issuing from stylised rockwork and scattered insects, mounted with silver handles embellished with scrollwork and shells, the cover similarly decorated surrounded by a border of turquoise scrolls interspersed with iron-red flowerheads between iron-red lines, the finial in the shape of a foliate branch, *12.2cm high, 20.8cm across handles*, caduceus mark in underglaze-blue, crossed swords mark in blue enamel (2)

£4,000 - 5,000 €4,600 - 5,700 US\$5,200 - 6,500



A RARE MEISSEN OCTAGONAL TWO-HANDLED BEAKER AND SAUCER, CIRCA 1730

Painted in a *famille verte* palette with a bird perched on rockwork flanked by Oriental flowers, insects in flight overhead, the rims with a honeycomb diaper band reserved with panels enclosing flowerheads and leaves, an iron-red flower inside the beaker, applied neatly-ribbed handles, *the beaker 5.8cm high*, caduceus and pseudo-Chinese marks within two concentric circles in underglaze-blue (2)

£7,000 - 9,000 €8,000 - 10,000 US\$9,100 - 12,000

Provenance

Edmond de Rothschild Collection, sold Christie's London, 28 March 1977, lot 8; Alfred Schwarzenbach Collection, sold Sotheby's London, 15 November 1994, lot 35

An identical two-handled beaker and saucer, from the Edmond de Rothschild and Eveline Newgas Collections, was sold in these Rooms, 15 June 2016, lot 48. Another, also formerly in the Edmond de Rothschild collection, is now in the Arnhold Collection, New York (M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), no. 87.). All have the same combination of caduceus and pseudo Chinese flower marks in underglaze-blue.







A MEISSEN HEXAGONAL VASE, CIRCA 1730

Decorated after a Japanese original in Kakiemon style with three scenes over two sides divided by green and blue foliate borders, depicting a figure facing a flowering prunus bush, a crane standing between peonies and stylised rockwork with another in flight, and birds with bamboo, flowering plants and rocks, the shoulder with scrolling foliage and three birds over the foliate borders, the neck with an iron-red key pattern, with a later faience cover with matching decoration, 22.4cm high including cover, caduceus mark in blue

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Anon. sale, Sotheby's New York, 27 October 2001, lot 6

For a detailed discussion of the three different types of Meissen copies of Japanese hexagonal vases, see Julia Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 118-123. Julia Weber illustrates two Japanese examples with Parisian giltbronze mounts of around 1725-35 in the Musée du Louvre (ill. 20), and a similar Meissen vase in the Dr. Ernst Schneider Collection, Schloß Lustheim, cat. no. 108.



A LARGE MEISSEN OCTAGONAL DISH, CIRCA 1730-35

Painted in Kakiemon style with the 'Shiba Onko' pattern depicting the eponymous figure throwing a stone at a fish bowl to save a friend from drowning, the brown-edged rim with a floral and foliate border, *34.9cm across*, crossed swords mark in underglaze-blue, incised Japanese Palace inventory number N=209-/ W

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 39,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden, delivered in 1737;

With Galerie Jürg Stuker, Bern, 1951;

The Property of a Swiss Private Collector, purchased from the above, sold by Sotheby's London, 4 June 1996, lot 57

The 1770 inventory of the Japanese Palace lists under no. 209: '*Fünf Stück 8.eckichte Confect-Schaalen, mit breiten überschlagenen braunen Rande, inwendig aber mit Pagoden, Blumen und Bäumen gemahlt, 2 1/4/ Zoll hoch, 13 1/2. Zoll in Diam' [five octagonal confectionary dishes. with wide everted brown rims, but painted inside with pagodas, flowers and trees] (quoted by Claus Boltz, Japanisches Palais-inventar 1770 und Turmzimmer-Inventar 1769, in Keramos 153 (1996), p. 80.*

The pattern was originally copied at Meissen around 1730 after a Japanese original for the Paris merchant, Rodolphe Lemaire; these copies were subsequently seized and incorporated in the Saxon Royal collections in the Japanese Palace. In July 1737, a further sixteen dishes - including the present lot and four others of the same size - were delivered to the Japanese Palace; see J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), pp. 136-138, and Boltz, *op. cit.*, p. 97, for the delivery list of 1737 to the Japanese Palace.



A MEISSEN DEEP PLATE, CIRCA 1765

Painted in underglaze-blue, enamels and gilding with a central flower motif with radiating panels of gilt and iron-red flowers reserved against underglaze-blue, alternating with flowering branches, one in gilt and iron-red and the other two further embellished in green and purple, the gilt-edged rim with three underglaze-blue-ground flower panels, alternating with extensive landscapes with pagodas, the reverse with two bands of flowering branches, the lower with two chrysanthemum demi-florets, and an iron-red geometric border above the footrim, an iron-red and gilt flower sprig by the mark on the underglaze-blue, impressed 10

£4,000 - 6,000 €4,600 - 6,800 US\$5,200 - 7,800

Provenance

The Hoffmeister Collection of Meissen Porcelain Part II, acquired in 1980, sold in these rooms, 26 May 2010, lot 18

Literature

D. Hoffmeister, Meissener Porzellan des 18. Jahrhunderts. Katalog der Sammlung Hoffmeister, vol. I (1999), no. 174

Exhibited

Hamburg, Museum für Kunst und Gewerbe, 1999-2009

Three similar plates are recorded: one in the Dr. Ernst Schneider Collection, Schloss Lustheim; another in a Swiss private collection; and one in Sèvres - Cité de la céramique (J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), no. 102).





A MEISSEN MOULDED CUP AND SAUCER, CIRCA 1735

Of barbed quatrefoil form, painted in Kakiemon style with a Phoenix in flight and flowering branches, the rims with a border of purple dots on a puce ground between iron-red flowerheads and edged with iron-red scrolls, crossed swords marks in underglaze-blue (tiny chip to cup rim, haircrack to rim on saucer) (2)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,600

Provenance

Dr. Joseph Kler Collection, sold Christie's New York, 27 April 1984, lot 46; With M. and G. Ségal, Basel

268

A PAIR OF MEISSEN LOBED TEABOWLS AND SAUCERS, CIRCA 1730-35

Of quatrelobe shape, each decorated with panels of Böttger lustre embellished with gilt trellis pattern and reserved with a central flower rosette, alternating with panels of iron-red and gilt prunus branches, each saucer well with a gilt chrysanthemum head surrounded by four iron-red chrysanthemums connected by iron-red branches and gilt leaves, the rims gilt, crossed swords marks in underglaze-blue, one teabowl and saucer with painted red inventory or collector's marks, (two tiny chips to one teabowl rim) (4)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Anon. sale, Christie's London, 18 May 1999, lot 171 (one)

Another teabowl and saucer with this rare decoration is in the Ernst Schneider Collection, illustrated in J. Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. II (2013), p.317, no. 312. Julia Weber notes that it is very likely the pattern was copied from a Japanese original, but none has so far been discovered. A few pieces with impressed numerals show that the factory continued producing the pattern after 1739.





A MEISSEN BUTTER BOX AND COVER FROM THE 'RED DRAGON SERVICE', CIRCA 1740-50

Decorated in iron-red and gilding with dragons alternating with auspicious symbols around the rim of the cover, two phoenixes encircling the flower finial, two further dragons on the side of the box flanking S-scroll handles, *16.8cm across handles*, crossed swords mark in underglaze-blue, initials K.H.K. in purple enamel (for Königliche Hof-Küche) (2)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

Provenance

Saxon Royal Court Pantry, Dresden; Anon. sale, Christie's London, 7 July 1969, lot 120; Reuter Collection, sold Sotheby Parke Bernet New York, 6 June 1973, lot 23; Henry Ford II Collection, sold by Sotheby's on the grounds of Turville

Grange, Turville Heath, Henley, 5 December 1988, lot 221

For a detailed discussion of the origins and history of the 'Red Dragon' service, see Julia Weber, Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern, vol. 2 (2013), pp. 246-254. The decoration, based upon a Japanese original (Weber, op. cit., ill. 39; U. Pietsch/C. Banz, Triumph der blauen Schwerter (2010), no. 189), may have been produced as early as Summer 1729, for the Paris merchant, Rudolph Lemaire, who planned to pass off the copies of Asian porcelain that he ordered at Meissen in Paris as the more costly originals. After the Lemaire plot was uncovered, the porcelain that he ordered was confiscated to the Japanese Palace. While some was initially allowed to be sold to the public (Weber, p. 248), it is probable that Augustus the Strong reserved the pattern for the sole use of the Court shortly before his death on 1st February 1733. At the beginning of November 1734 his successor, Augustus III, chose the 'Red Dragon' pattern to decorate the first Dresden court service of Meissen porcelain. The first of many deliveries followed in 1735, with further deliveries throughout the 18th and 19th centuries.

The 1764 inventory of the Dresden court kitchen lists butter boxes with covers in two sizes (see Weber, op. cit., vol. I (2013), p. 149).





A MEISSEN PORCELAIN AND GILT-METAL-MOUNTED CENTREPIECE, THE PORCELAIN CIRCA 1730-35

Formed from two large circular covers, both brightly painted in Kakiemon style with, on each side a red tiger-like winged beast confronting a dancing crane, the top cover surmounted by a modelled cockerel on a stump with pomegranates, mounted in gilt-metal with a reticulated collar and supported by three acanthus scroll feet above a marble base, *49cm overall height* (2)

£20,000 - 30,000 €23,000 - 34,000 US\$26,000 - 39,000

Provenance With Galerie du Lac, Paris





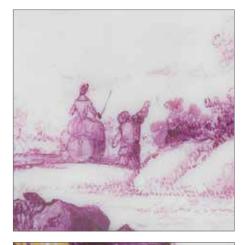
TWO MEISSEN PLATES WITH UNDERGLAZE-BLUE DECORATION, CIRCA 1740

With wavy, brown-edged rims, painted after a Chinese original with a peacock perched on a flowering branch opposite fanciful towering rockwork and gnarled branches, the border painted with panels alternating between four different garden scenes, the panels including Chinese figures and a fancy bird displaying its tail, the under-rim painted in blue with a border of trailing plants and rocks, a curious flowering tree issuing from stylised rockwork painted in the centre of the base above the Meissen factory mark, *25.7cm diam.*, both with crossed swords mark and a tiny square or letter o in underglaze-blue, one plate impressed 20 (2)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

A similar example is in the Arnhold Collection, New York; see M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-50 (2008), p.489, no. 224, where the author notes that the mark on the reverse is based upon a Japanese model. Another identical plate was in the Hoffmeister Collection, Hamburg, sold in these Rooms, 26 May 2010, lot 14.







A MEISSEN BLUE-GROUND WASTE BOWL, CIRCA 1735

Each side reserved with a quatrelobe panel depicting figures in landscapes edged with a band of gilt scrollwork, flying insects between the panels, the interior with a similar cartouche depicting a puce camaieu landscape surrounded by gilt scrollwork and edged with ironred and puce scrolls, a gilt scrollwork border to the rim, *16.5cm diam.*, crossed swords mark in underglaze-blue, impressed Dreher's mark for Johann Gottlieb Kühnel

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

Provenance

Siegfried and Lola Kramarsky Collection, New York, sold Christie's New York, 30 October 1993, lot 43

The coffee pot and three cups and saucers from the same service are in the Wark Collection (U. Pietsch, Early Meissen Porcelain in the Wark Collection (2011), nos. 406-409; the sugar bowl is in the Warda Stevens Stout Collection (C.H. Nelson/L. Roberts, A History of Eighteenth-Century German Porcelain (2013), cat. 148).







A MEISSEN AUGUSTUS REX TURQUOISE-GROUND VASE WITH HUNTING SCENES, CIRCA 1739-40

Probably painted by J.G. Heintze, the main body and foot reserved with large gilt-edged escutcheon-shaped cartouches, one side depicting finely painted hunting scenes with hunters and their hounds in landscapes, the other painted in Kakiemon style with two birds perched on flowering chrysanthemum and peony branches issuing from stylised rockwork, the sides with quatrelobe panels of a green cracked-ice ground around stylised flowerheads between panels with demi-flowers in the corners surrounded by foliage on a green ground, the neck with an elaborate scrollwork border and scattered flower sprays, *42.5cm high*, AR mark in underglaze-blue (part of neck restuck with associated restored haircrack along one side)

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 23,000

Provenance

Anon. sale, Christie's London, 7 July 1997, lot 303

Literature

R. Roos (ed.), Meissen SO-IL, exhibition catalogue, Kunsthal KAdE, Amersfoort (2011), p. 30

Exhibited

Amersfoort, Kunsthal KAdE, Meissen SO-IL, 28 May-28 August 2011

A pair of similarly-shaped vases and covers from the same garniture are now in the collection of the Metropolitan Museum of Art, Irwin Untermyer Collection, illustrated in Y. Hackenbroch, Meissen and other Continental Porcelain in the Irwin Untermyer Collection (1956), fig. 112. A beaker vase from the same garniture was given by Irwin Untermyer to the Williams College Museum of Art, Williamstown (inv. no. 54.35), and three more vases (two beaker-shaped and one ovoid) with later gilt-metal mounts were sold by Sotheby's London, 9 October 1973, lot 107. It is likely that all these vases formed part of the same garniture, which was doubtless made for Augustus III, perhaps for Schloss Moritzburg.

A garniture consisting of nine vases (five ovoid covered vases and four beaker-shaped vases) decorated with a yellow-ground and hunting scenes was ordered by Augustus III for Schloss Hubertusburg - four are now in the Dresden Porcelain Collection, three are in the Warsaw Museum and two are in a private American collection (illustrated in U. Pietsch et al., Porzellan Parforce Jagdliches Meißner Porzellan des 18. Jahrhunderts (2005), nos. 50-58). Some of the hunting scenes are taken from prints after J.E. Ridinger and it seems likely that these were also the source for the scenes on the turquoise-ground garniture including the present lot.

Above left: A pair of vases from the same garniture as the current lot, Metropolitan Museum of Art, gift of Irwin Untermyer.





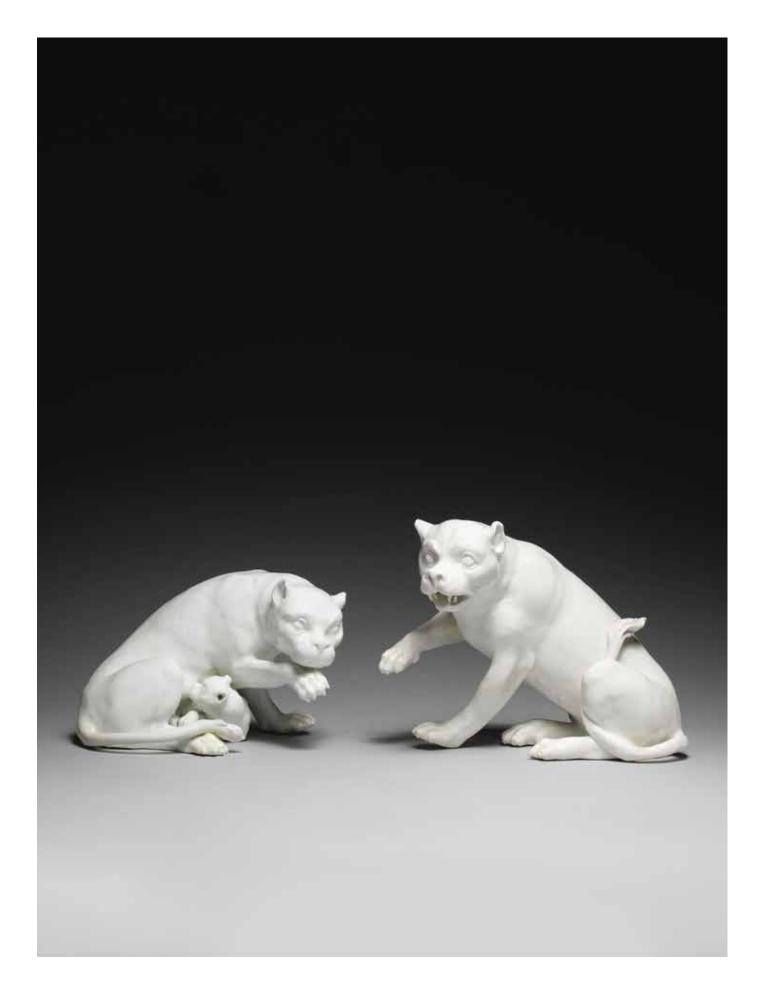


A VERY RARE PAIR OF WHITE MEISSEN PORCELAIN LEOPARDS, CIRCA 1740

Modelled by Johann Joachim Kaendler as a female and a male, the female suckling a cub hidden under her paws raising her front paw as if to lick it, the male lifting his front paw, his tail curled around his hind legs, *she: 12cm high, he: 15.5cm* (she: tail neatly restuck, he: front legs neatly restuck)

£30,000 - 50,000 €34,000 - 57,000 US\$39,000 - 65,000

Another example of the male companion of these rare models is in the Dr. Ernst Schneider Collection, Schloss Lustheim, published by R. Rückert, Meissener Porzellan 1710-1810 (1966), cat. no. 1053, where the author notes that, notwithstanding the numerous smaller models of leopards made by the factory, this example cannot be traced in the archives. Rückert attributed the model to Johann Joachim Kaendler. Another male figure of the same size decorated as a lioness forms one of a pair in the collection of the Victoria and Albert Museum. The female model appears to be unrecorded. The detailing in the moulding of her coat clearly shows the spots of a leopard.





A MEISSEN GILT-METAL-MOUNTED SNUFFBOX, CIRCA 1737-40

Modelled by J.J. Kaendler, cartouche-shaped, the front and back moulded with scroll- and strapwork cartouches enclosing low-relief hunting scenes, the cover with a larger scene and cartouche and the base with a hunting scene, the sides with anthemion and scrollwork motifs, the inside cover finely painted with a *Kauffahrtei* scene depicting merchants and their wares at a quayside, the interior gilt, *7.2cm wide*, *5.5cm high* (tiny flat chip to edge on inside cover)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

The Helmut Joseph Collection of Porcelain Snuff Boxes, sold in these rooms, 5 July 2011, lot 18 $\,$

Literature

H. Morley-Fletcher, Meissen Porcelain in Colour (1979), pp. 96-97; B. Beaucamp-Markowsky, Porzellandosen des 18. Jahrhunderts (1985), no. 145;

B. Beaucamp-Markowsky, Collection of 18th Century Porcelain Boxes (1988), no. 43;

M. Cassidy-Geiger, Princes and Porcelain on the Grand Tour in Italy, in M. Cassidy-Geiger (ed.). Fragile Diplomacy: Meissen Porcelain for European Courts ca. 1710-63 (2007), fig. 1-31, cat. no. 10

Exhibited

Amsterdam, Rijksmuseum, 1972-2003; London, Gilbert Collection, Somerset House, 2003-2008; New York, The Bard Graduate Centre for Studies in the Decorative Arts, Design and Culture, Fragile Diplomacy: Meissen Porcelain for European Courts, ca. 1710-63, 15 November 2007 to 10 February 2008, no. 10;

Barnard Castle, Co. Durham, The Bowes Museum, 2008-2010

Kändler's work report for May 1737 includes: '1 sehr mühsame Tabatiere für d. Herrn geh. Rath v. Brühl Exc. angefangen, darauf sehr viele flache Zierrathen befindlich, und sollen Jagd Stückgen auf die Deckel und Seiten gefertigt werden, welche aber bis in kommenden Monat vollends zu fertigen aufbehalten worden' [1 very laborious snuff box begun for the Privy Councillor Exc. von Brühl, on which there are very many flat decorations, and hunt scenes should be completed on the cover and sides, which will be kept to be finished next month]. The work reports indicate that Kändler completed the box in July or August of 1737.







A MEISSEN HELMET-SHAPED EWER, CIRCA 1740

Sharply moulded with shell ornament and with an acanthus leaf beneath the stepped scroll handle, the spreading quatrelobed foot enamelled with sprigs of *indianische Blumen*, the body finely-painted below the lip with Watteauesque figures in Commedia dell'arte costumes painted in puce camaieu, the rims brightly gilt, *21.3cm high* (minor footrim chips only)

£1,500 - 2,000 €1,700 - 2,300 US\$1,900 - 2,600

Provenance

The Property of a Lady, sold Christie's London, 18 May 1999, lot 183

The puce camaieu scene is after the engraving "La Coquete" by François Boucher after Watteau, circa 1727. The two centre figures, Pierrot and Columbine, can be found on several other pieces of Meissen porcelain, such as a clock case in the Dresden porcelain collection; the print and three pieces illustrated in Claudia Bodinek, Raffinesse im Akkord, Meissener Porzellanmalerei und ihre Grafischen Vorlagen, Band 2 (2018), pp. 544f.







A MEISSEN TUREEN AND COVER, CIRCA 1735

Of panel-moulded oval shape, modelled with twin goat's head and scroll handles, the domed cover rising to a pinnacle with a finial in the shape of a crown, the rim and a band around the cover moulded with gadroons, a band of simple leaf motifs around the foot all heightened in gold, the reserved panels painted with figures in landscapes and *Kauffahrtei* scenes in colours, the white ground with additional baroque scrollwork motifs also enamelled in colours, between bands of intricate gilt scroll decoration, the finial on the cover painted with insects between bands of coloured jewels, *26cm high*, crossed swords mark in underglaze-blue, impressed Dreher's mark of a cross and four dots for Andreas Schiefer (one handle restored, cracked, filled rim chips) (2)

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 23,000

Provenance

Private Collection, Berlin, before 1939,thence by descent; The Distinguished Collection of a Lady, sold Sotheby's Zürich, 9 December 1997, lot 34

Literature

R. Roos (ed.), Meissen SO-IL, exhibition catalogue, Kunsthal KAdE, Amersfoort (2011), p. 35

Exhibited

Amersfoort, Kunsthal KAdE, Meissen SO-IL, 28 May-28 August 2011







A MEISSEN VASE AND COVER, CIRCA 1737-45

Modeled by J.J. Kaendler, of ovoid form with a flared neck and scroll handles with female bust terminals, finely painted with a landscape scene depicting a peasant family, the reverse with a flower bouquet, further painted with scattered butterflies and insects, the handle edged in puce, turquoise, yellow and blue and the heads naturalistically coloured, the domed cover with a smaller vignette and scattered butterflies and insects, surmounted by a flower-bouquet finial, gilt-edged rims, *37cm high*, erased patch to underside of base, impressed Dreher's mark + within a circle (minor chips and restoration) (2)

£5,000 - 7,000 €5,700 - 8,000 US\$6,500 - 9,100

Provenance

Anon. sale, Christie's London, 28 February 1994, lot 242; Dr. Roy Byrnes Collection, California, sold Christie's London, 12 May 2010, lot 98

Above left: Geheimrat W., Dresden, sale catalogue, Lepke's Berlin, 24 February 1937 (detail).

Two similarly decorated vases without handles (42cm high) - possibly originally part of garniture including the present lot - were in the collection of Geheimrat W., Dresden, sold by Lepke's Berlin, 24 February 1937, lot 557. Another unusually shaped vase (39.5cm high) similarly decorated with a landscape scene of peasants, a flower bouquet and insects, in the Duca di Martina Museum in Naples (P. Giusti, II Museo Duca di Martina, Napoli (1994) p.118, inv. 2550) may also belong to the garniture.

The painting of the flower bouquet and the scattered butterflies and insects in the manner of Jacob Hoefnagel, as well as the elaborate flower finial and gilt line borders, are also closely related to three similarly-shaped vases (without handles) in the Rijksmuseum, Amsterdam, published by A.L. den Blaauwen, Meissen Porcelain in the Rijksmuseum (2000), nos. 235 and 236, there dated to around 1740 (all having impressed Dreher's marks). Another two-handled vase of the same form but decorated in green monochrome with Watteauesque scenes and with an elaborate mount is illustrated in M. Cassidy-Geiger (ed.), Fragile Diplomacy (2007), fig. 7-28. Two more of around 1735, painted with Oriental flowers and part of a garniture owned by Frederick the Great of Prussia, are in Schloss Sanssouci, Potsdam (S. Wittwer, "hat der König von Preußen die schleunige Verfettigung verschiedener Bestellungen ernstlich begehret" - Friedrich der Große und das Meißener Porzellan, in Keramos 208 (2010), ills. 8 and 9.





A VERY LARGE MEISSEN TUREEN STAND, CIRCA 1742-45

Of 'Brühlsche Allerlei' pattern, the border moulded with panels of floral and shell motifs on various ozier and diaper grounds, the handles and two side motifs with modelled rococo ornament picked out in gilding, the centre painted in colours with *Holzschnittblumen*, *55.5cm wide*, crossed swords mark in underglaze-blue, impressed 27

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500

Listed at his death in 1763 in his Dresden palace in the Augustusstrasse, the 'Brühlsche Allerlei' service was one of the most magnificent table services made at the Meissen manufactory. Most of the modelling work on the service appears to have been done by J.F. Eberlein and J.G. Ehder, whose work records include numerous references to the service. The service is discussed at length by Johanna Lessmann, Das "Brühlsche Allerlei" Ein Service für Heinrich Graf von Brühl, in U. Pietsch (ed.), Schwanenservice (2000), pp. 106-123. For Count Brühl's service floral sprays in the border were picked out in enamels and fruit and vegetables were incororated into the botanical decoration, whereas the present lot features only *Holzschnittblumen*.





A PAIR OF MEISSEN FLOWER TUBS, A SMALL JARDINIERE AND A SAUCER, CIRCA 1740-45

All painted with sprays of *Holzschnittblumen* and scattered sprigs, comprising a pair of flower vases with gadroon-moulded rims, the side handles as satyr masks, *12cm high*, crossed swords marks (some restoration), a beaker-shaped jardiniere with turned bands, *9.5cm high* (base drainage hole filled), and a saucer, the underside with a yellow ground, *13.3cm diam*. (4)

£3,000 - 5,000 €3,400 - 5,700 US\$3,900 - 6,500



A MEISSEN ROCOCO MIRROR FRAME, CIRCA 1750-60

Of exceptional size, the asymmetrical border of modelled rocaille ornament formed from four separate porcelain sections, the shell modelling heightened in turquoise, puce, blue and orange with additional gilding and painted bouquets and sprigs of coloured flowers, the pinnacle flanked by a modelled bird's wing and a leaf frond, *68cm high overall* (minor restoration)

£6,000 - 8,000 €6,800 - 9,100 US\$7,800 - 10,000

Provenance With Albrecht Neuhaus, Würzburg



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.

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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.

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

4. CONDUCT OF THE SALE

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

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *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 Form*.

Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should vou 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 \in 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:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

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 £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 £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 licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licencing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or

otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a Seller of these articles, Bonhams undertakes to comply fully with Cites and DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy. Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale:*

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist:
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to 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 Δ . All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

- CB Château bottled
- DB Domaine bottled
- EstB Estate bottled
- BB Bordeaux bottled
- BE Belgian bottled
- FB French bottled
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled
- owc- original wooden case
- iwc individual wooden case
- oc original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- $\Delta \qquad \text{Wines lying in Bond.}$
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

1.4 The contract is made on the fall of the *Auctioneer*'s hammer in respect of the *Lot* when it is knocked down to you.

SELLER'S UNDERTAKINGS

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- 2.1 The Seller undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
 6.1
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

DESCRIPTIONS OF THE LOT

3

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- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

RISK, PROPERTY AND TITLE

4.2

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- Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

PAYMENT

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

COLLECTION OF THE LOT

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7.5

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
 - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of () fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a lexible 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, and generally at law.

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 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 Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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- Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [^{AR}], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
 - Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

COLLECTION OF THE LOT

3.7

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- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of Ω plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.4

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

STORING THE LOT

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6.1

6.2

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

RESPONSIBILITY FOR THE LOT

- Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
 - You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.3

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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

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

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, Buyer's Premium, 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:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

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

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

MISCELLANEOUS

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- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

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

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary. "Consignment Fee" a fee payable to Bonhams by the Seller

calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession. "Contract Form" the *Contract Form*, or vehicle *Entry* form, as

applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "\VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted. "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- In a contract of sale, other than one to which subsection
 (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings UK Charles O' Brien

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20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

African Modern & Contemporary Art Giles Peppiatt + 44 20 7468 8355

African, Oceanic & Pre-Columbian Art U.S.A. Fredric Backlar +1 323 436 5416

American Paintings Liz Goodridge +1 917 206 1621 Jennifer Jacobsen +1 917 206 1699

Antiquities Francesca Hickin +44 20 7468 8226

Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A. James Ferrell +1 415 503 3332

Art Collections, Estates & Valuations Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design UK Mark Oliver +44 20 7393 3856 U.S.A. Benjamin Walker +1 212 710 1306 Dan Tolson +1 917 206 1611

Australian Art Merryn Schriever +61 2 8412 2222 Alex Clark +61 3 8640 4088

Australian Colonial Furniture and Australiana +61 2 8412 2222

Books, Maps & Manuscripts UK Matthew Haley +44 20 7393 3817 U.S.A. Catherine Williamson +1 323 436 5442 British & European Glass UK John Sandon

British Ceramics UK John Sandon +44 20 7468 8244

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California & American Paintings Scot Levitt +1 323 436 5425

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Coins & Medals UK John Millensted +44 20 7393 3914 U.S.A. Paul Song +1 323 436 5455

Contemporary Art UK Ralph Taylor +44 20 7447 7403 U.S.A. Jeremy Goldsmith +1 917 206 1656

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European Ceramics

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UK Thomas Moore +44 20 8963 2816

European Sculptures & Works of Art UK Michael Lake +44 20 8963 6813

Greek Art Anastasia Orfanidou +44 20 7468 8356

Golf Sporting Memorabilia Kevin McGimpsey +44 131 240 2296 Hamish Wilson +44 131 240 0916

Irish Art Penny Day +44 20 7468 8366

Impressionist & Modern Art UK India Phillips +44 20 7468 8328 U.S.A. Caitlyn Pickens +1 212 644 9135

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Islamic & Indian Art Oliver White +44 20 7468 8303

Japanese Art UK Suzannah Yip +44 20 7468 8368 U.S.A. Jeff Olson +1 212 461 6516

Jewellery UK Jean Ghika +44 20 7468 8282 U.S.A. Caroline Morrissey +1 212 644 9046 HONG KONG Graeme Thompson +852 3607 0006

Marine Art UK Veronique Scorer +44 20 7393 3962

Mechanical Music Jon Baddeley +44 20 7393 3872 To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

Modern, Contemporary & Latin American Art U.S.A. Alexis Chompaisal +1 323 436 5469

Modern & Contemporary Middle Eastern Art Nima Sagharchi +44 20 7468 8342

Modern & Contemporary South Asian Art Tahmina Ghaffar +44 207 468 8382

Modern Design Gareth Williams +44 20 7468 5879

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Automobilia UK Toby Wilson +44 20 8963 2842 Adrian Pipiros +44 20 8963 2840

Motorcycles Ben Walker +44 20 8963 2819

Native American Art Ingmars Lindbergs +1 415 503 3393

Natural History U.S.A. Claudia Florian +1 323 436 5437

Old Master Pictures UK Andrew Mckenzie +44 20 7468 8261 U.S.A. Mark Fisher +1 323 436 5488

Orientalist Art Charles O'Brien +44 20 7468 8360

Photography

U.S.A. Laura Paterson +1 917 206 1653

Prints and Multiples UK Lucia Tro Santafe +44 20 7468 8262 U.S.A. Morisa Rosenberg +1 323 447 9374

Russian Art

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Scientific Instruments

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Scottish Pictures Chris Brickley +44 131 240 2297

Silver & Gold Boxes UK Ellis Finch +44 20 7393 3973

South African Art

Giles Peppiatt +44 20 7468 8355

Sporting Guns Patrick Hawes +44 20 7393 3815

Travel Pictures Veronique Scorer +44 20 7393 3962

Urban Art Gareth Williams +44 20 7468 5879

Watches & Wristwatches UK Jonathan Darracott +44 20 7447 7412 U.S.A. Jonathan Snellenburg +1 212 461 6530 HONG KONG Tim Bourne +852 3607 0021

Whisky

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Wine UK

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