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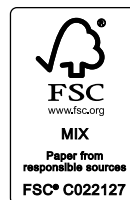
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1

**A VERY RARE MEISSEN BÖTTGER STONEWARE CIRCULAR
PORTRAIT MEDALLION OF ELECTORAL CROWN PRINCE
FRIEDRICH AUGUST OF SAXONY, CIRCA 1711-15**

Facing dexter, the top pierced for hanging, the background polished,
mounted in a metal frame, 10.5cm diam. including frame, incised
crossed swords mark, painted Schreiber Collection inventory number
S.612.

£7,000 - 9,000

€7,900 - 10,000

US\$8,900 - 11,000

Provenance

Lady Charlotte Schreiber Collection, acquired in Berlin in 1878;
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 261

Literature

M. Cassidy-Geiger (ed.), *Fragile Diplomacy* (2007), p. 7, fig. 1-15, cat.
no. 18

Exhibited

New York, The Bard Graduate Center, 'Fragile Diplomacy', 15
November 2007-10 February 2008, no. 18

Other examples of this plaque are in Friedenstein Castle, Gotha (M.
Eberle, *Das rote Gold* (2011), no. 14); the Ludwig Collection, Bamberg
(R. Hanemann (pub.), *Goldchinesen und Indianische Blumen* (2010),
no. 4; and the Arnhold Collection, New York (M. Cassidy-Geiger, *The
Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 3.





2

**A RARE PAIR OF MEISSEN BÖTTGER STONEWARE
OCTAGONAL VASES AND COVERS, CIRCA 1710-13**

Each decorated in gilding with a central lambrequin border and double-line borders on the various edges, the slightly differing covers centering a gilt flowerhead, and one lacquered on the interior, 13cm high (4)

£40,000 - 60,000

€45,000 - 68,000

US\$51,000 - 76,000

Provenance

Margravine Karoline Luise of Baden-Durlach (1723-83);
Hereditary Prince Karl Ludwig of Baden (1755-1801);
Grand Duke Friedrich I of Baden (1826-1907);
Thence by descent;
Sold from the Collections of the Margraves and Grand Dukes of
Baden by Sotheby's Baden-Baden, 18 October 1995, lot 1259, where
acquired by the present owner

Literature

Karl Koelitz, Beschriebendes Inventar der Allerhöchsten
Privatsammlung kunstgewerblicher Gegenstände (unpublished ms,
Karlsruhe, 1883), inv. nos. 822 and 823;
Richter, Inventar des Zähringer Museums (unpublished ms, Baden-
Baden, 1919), inv. nos. 1051 and 1052;
Claus Boltz, Steinzeug und Porzellan der Böttgerperiode, in *Keramos*
167/168 (2000), ill. 3

Exhibited

Karlsruhe, Zähringer Museum, Grand Ducal Residence, from 1879;
Baden-Baden, Zähringer Museum, Neues Schloss, ca. 1960-93





Left:
Joseph Wolfgang Hauwiller (1709-1786):
Portrait of the Margravine Karoline Luise
of Baden, 1774-75.
Haus Baden

These flasks belonged to an extensive group of polished Böttger stoneware embellished in gilding that was inherited by the Margravine Karoline Luise of Baden-Durlach (1723-83) in the second half of the 18th century. She displayed most of the historic porcelain that she inherited from various members of her and her husband's families as part of a scientific display in the Naturalia Cabinet in the Karlsruhe Residence. The Böttger stoneware, along with much of the porcelain collection, is listed in her posthumous inventory, which is repeated in that of her son, Karl Ludwig von Baden-Durlach (1755-1801). In the inventory, and probably also in the display of the Naturalia Cabinet, these vases were grouped together with other similar, but apparently unrelated, polished Böttger stoneware with gilt rims, including three teapots, five tea bowls and six saucers, three octagonal teapots and two oval flasks (Verlassenschaft des Erbprinzen Karl Ludwig von Baden-Durlach, 1805-09, Generallandesarchiv Karlsruhe (GLA) FA 6 Person 12 II: 'das Naturalien Cabinet: Fein irdenes Geschirr [p. 102, no. 597] Eine Garnitur von feiner brauner Erde, glasirt mit Vergoldung, bestehend in: [...] 2 achteckichten Caraffen mit Deckeln [...]') [the Naturalia Cabinet: fine earthenware: a garniture of fine brown earth, glazed with gilding, consisting of (...) 2 octagonal carafes and covers (...)]. The Böttger stoneware may originally have been in the collection of the Margravine Sibylla Augusta of Baden-Baden (1675-1733), who assembled an important collection of Chinese and European ceramics, including early Meissen stoneware and porcelain, in Schloss Favorite, that was inherited by Karoline Luise in 1771. However, Karoline Luise also inherited early Meissen stoneware and porcelain from other members of her husband's family, as well as from her own grandparents.

These flasks, together with the rest of the 'garniture', were exhibited from 1879 in the same rooms in the Grand Ducal Residence in Karlsruhe that had contained the Naturalia Cabinet and they are listed in the inventory of 1883 by Karl Koelitz. When the last Grand Duke of Baden abdicated in 1918, this collection was considered the family's private property and, in 1919, it was moved to the Neues Schloss, Baden-Baden, where - from around 1960 it was on public display as part of the Zähringer Museum. Other parts of the same group, now in the collection of the Staatliche Schlösser und Gärten Baden-Württemberg, Schloss Favorite (inv. nos. G7573, 7577, 7580-81) are published by U. Grimm / U. Wiese, *Was Bleibt* (1996), pp. 52ff. A teabowl and saucer is in the Arnhold Collection, New York, published by M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 63.







3

AN EARLY MEISSEN BEAKER AND SAUCER, CIRCA 1713-15

Each moulded with three flowering prunus branches, the beaker with a double footrim, *beaker: 8.5cm high*, incised Japanese Palace inventory number N=397-/ W to both (small haircracks and crazing to saucer) (2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

The Collection of Evelyn T. Ledyard, sold by Sotheby's New York, 27 January 1988, lot 176;

The Collection of Leo Hadroff, Minneapolis, sold by Christie's New York, 24 May 2000, lot 64 (one of a pair)

The 1770 inventory of the Japanese Palace records: '*Sieben Dutzendt und (9)8. Stück detto Chocolaten Becher, mit belegten Blümgen, ohne Henckel, 3½. Zoll hoch, 3¼. Zoll in Diam: nebst Drey Dutzendt und 6. Stück dazu gehörigen Unterschaalen, 1¼. Zoll tief, 5½. Zoll in Diam: No. 397, einige defect*' [Seven dozen and 8 ditto chocolate beakers with applied flowers, without handles [...] along with three dozen and 6 matching saucers...].

Two similar beakers with the same inventory number are in the Wark Collection (U. Pietsch, *Early Meissen Porcelain The Wark Collection* (2011), nos. 27-28, and four more remain in the *Porzellansammlung* in Dresden (one illustrated together with a Chinese, Dehua, example by U. Pietsch, *Meissener Porzellan und seine ostasiatischen Vorbilder* (1996), p. 23). A similar beaker and saucer with the same inventory number was sold in these Rooms, 18 June 2014, lot 32.





4

A RARE MEISSEN BÖTTGER STONEWARE TEAPOT AND COVER, CIRCA 1710-13

The bell-shaped body with an ear-shaped handle and curved spout, engraved, cut and polished with foliate motifs and dots scroll- and strapwork below a border of swags around the shoulder and dots below the rim, the spout, handle and flat cover similarly decorated, 9.5cm high, (tiny chip to tip of spout) (2)

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Provenance

Acquired between 1717-1719 by Francesco Bernardi, called *il Senesino* (1686-1758);

Thence by descent until acquired by the present owner

For a detailed discussion of the cutting and faceting of Böttger stoneware, see Rainer Rückert, *Biographische Daten der Meißener Manufakturisten des 18. Jahrhunderts* (1990), pp. 90-92. Böttger engaged artists in Dresden as well as from Bohemia, and the work - after Böttger's own designs - was carried out in Dresden as well as in the Albrechtsburg in Meissen. The shape is based on a Chinese, Kangxi (1662-1722) teapot with underglaze-blue decoration from the collection of Augustus the Strong with the Japanese Palace inventory number N:549 (Staatliche Kunstsammlungen Dresden, Porzellansammlung, inv. no. PO 2684). Numerous examples of the shape (called '*Glocken Thee Krügel*') are listed in the 1711 inventory of the manufactory (C. Boltz, *Formen des Böttgersteinzeugs im Jahre 1711*, in *Mitteilungsblatt der Keramikfreunde der Schweiz* 96 (1982), p. 23), and three are listed in the inventory of the Japanese Palace under no. 149: '*Drey Stück [Thee Potgen] runde geschliffene, different, mit Deckel, Henckel und Schnauze, wovon eins mit einem silbernen Kettel versehen, 4 1/2. Zoll och, 3 1/2. Zoll in Diam: No. 149* [three (tea pots) round, polished, different, with cover, handle and spout, of which one is decorated with a silver chain] (quoted by C. Boltz, *Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769*, in *Keramos* 153 (1996), p. 106). Two similar teapots remain in the Dresden collection (inv. nos. P.E. 783 and P.E. 5756, the first is published by I. Menzhausen, *Alt-Meißner Porzellan in Dresden* (1988), no. 6). Another was sold by Sotheby's Zürich, 21 November 1990, lot 39.



Il Senesino

Francesco Bernardi, called 'il Senesino' was born in Siena in 1686 and started his musical career when he joined the cathedral choir at the Duomo in Siena in 1695. He was castrated at the relatively late age of 13. His debut was in Venice in 1707, and during the next decade his European reputation grew. By the time he sang in Lotti's *Giove in Argo* in 1717 at Dresden, he could command an equally enormous salary of 7000 Thaler. It was during this time that he most likely acquired or was given the Böttger stoneware teapot.

As with many castrati, reports of Senesino's acting were not always positive, to say the least. The impresario Count Francesco Zambecari wrote of his performance in Naples in 1715: "Senesino continues to comport himself badly enough; he stands like a statue, and when occasionally he does make a gesture, he makes one directly the opposite of what is wanted." Of the singer's vocal abilities, however, there was no doubt. In 1719, the composer Quantz heard him in Lotti's *Teofane* at Dresden, and stated: "He had a powerful, clear, equal and sweet contralto voice, with a perfect intonation and an excellent shake. His manner of singing was masterly and his elocution unrivaled. ... he sang allegros with great fire, and marked rapid divisions, from the chest, in an articulate and pleasing manner. His countenance was well adapted to the stage, and his action was natural and noble. To these qualities he joined a majestic figure; but his aspect and deportment were more suited to the part of a hero than of a lover."

Following a dispute with the court composer Heinichen in 1720 over an aria in the opera *Flavio Crispo* that led to his dismissal, Senesino was engaged by Handel as primo uomo (lead male singer) in his company, the Royal Academy of Music. He made his first appearance in a revival of *Radamisto* on 28 December, and his salary was variously reported as between £2000 and 3000 guineas, both vast sums. Senesino remained in London for much of the following sixteen years. He became a friend and associate of many in the highest levels of society. He was friendly with, among others, the Duke of Chandos, Lord Burlington and William Kent, and amassed a fine collection of paintings, rare books, scientific instruments, and other treasures, including a service of silver made by the famous Paul de Lamerie.

Opposite:
Louis François Roubiliac, Francesco Bernardi known as Il Senesino , circa 1735, copyright Metropolitan Museum of Art (2016.47)





Although he appeared in seventeen leading roles for Handel (including Giulio Cesare, Orlando, and Bertarido in Rodelinda), his relationship with the composer was frequently stormy: "The one was perfectly refractory; the other was equally outrageous," according to the contemporary historian Mainwaring. After the break-up of Handel's Royal Academy in 1728, Senesino sang in Paris (1728) and Venice (1729), but was re-engaged by Handel in 1730, singing in four new operas and in the oratorios Esther, Deborah, and, in its 1732 bilingual version, Acis and Galatea. His antipathy to Handel eventually became so great that, in 1733, Senesino joined the rival Opera of the Nobility. Thus he came to sing alongside the great soprano castrato Farinelli.

Senesino left England in 1736, and appeared in a few more productions in Italy: he sang in Florence from 1737 to 1739, and then in Naples until 1740, making his final appearance in Porpora's *Il trionfo di Camilla* at the Teatro San Carlo. By this time his singing style was regarded by the public as rather old-fashioned. He retired to the city of his birth, building a fine town-house there, filled with English furniture and effects - he enjoyed tea (he ran, or at least tried to run his whole household on English lines), and kept a black servant, a pet monkey and a parrot.

Left:
A satirical pamphlet entitled 'The Ladies Lamentation for ye Loss of Senesino', circa 1737-38

Opposite:
A detail of an engraving showing Francesca Cuzzoni as Emilia kneeling before Francesco Bernardi (Senesino) as Guido on stage in Act III, Scene 4 of *Flavio* by Handel, Gaetano Berenstadt (Farinelli) as Flavio is visible on the right in the original engraving.



5

A VERY RARE EARLY MEISSEN SHALLOW BOWL, CIRCA 1715

Thickly potted, the exterior applied with three flowering branches, on a flared circular foot, *15.4cm diam.* (small flat rim chip)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

The Collection of H. Knowler Esq., sold Sotheby's London, 22

February 1966, lot 55;

The Korthaus Collection, Frankfurt, sold Christie's London, 1 March

1993, lot 4



6

TWO EARLY MEISSEN DOUBLE-HANDLED BEAKERS AND SAUCERS, CIRCA 1715

Each applied with moulded sprigs of flowering branches, the thickly-potted beakers with loop handles, *the beakers: 8.5cm high* (each saucer with a restored small flat rim chip) (4)

£4,000 - 6,000

€4,500 - 6,800

US\$5,100 - 7,600

Provenance

Anon. sale, Phillips London, 7 December 1994, lot 20





7

A RARE MEISSEN BÖTTGER STONEWARE BLACK-GLAZED KENDI, CIRCA 1710-13

After a Chinese *Yixing* stoneware original, the globular body with a quilin head spout and tall cylindrical neck with flared rim, decorated in the workshop of Martin Schnell, Dresden, in imitation of lacquer with a black glaze, the body moulded with flowering plants issuing from rockwork cold-painted in gilding heightened in pale-brown and red, the spout embellished in gilding, the neck with two dragons flanking a flaming pearl above clouds and border of lappet panels, the rim with a moulded lappet border embellished in gilding, 16.3cm high, black cold-painted Japanese Palace inventory number 64./ P (some wear to gilding and enamels overall, cover lacking)

£40,000 - 60,000

€45,000 - 68,000

US\$51,000 - 76,000

Provenance

The Royal collections of Saxony, Japanese Palace, Dresden, delivered from the Leipzig warehouse in 1733;
Sold from the above by Rudolph Lepke, Dresden, 12 October 1920, lot 111;
Siegfried Salz Collection, Berlin, sold by P. Cassirer and H. Helbing, Berlin, 26-27 March 1929, lot 170;
Private Collection, Germany, thence by descent;
The Property of a Gentleman, sold Christie's London, 29 November 2011, lot 13

Literature

Anette Loesch *et al*, "Sächsisch schwarz lacquirtes Porcelain" (2013), p. 166





The 1719 inventories of the Dresden and Leipzig warehouses, Böttger's rooms and the stock room in Meissen, list several black-lacquered examples of this shape in the Dresden warehouse (Claus Boltz, *Steinzeug und Porzellan der Böttgerperiode*, in *Keramos 167/168* (2000), p. 129). According to the delivery specification of 15 March 1733 of porcelain and stoneware from the Dresden and Leipzig warehouses (the so-called '*Böttgerische Credit Wesen*', ie. the administration of Böttger's bankrupt estate), the four kendis (including the present lot) decorated in imitation of lacquer that were subsequently listed in the Japanese Palace inventories under no. 64 were delivered from the Leipzig warehouse (the delivery specification of 1733 refers to '*4 St. Thee Boy Kannen*' (published by Claus Boltz, *Japanisches Palais-Inventar 1770 und Turmzimmer-Inventar 1769*, in *Keramos 153* (1996), p. 114)). The 1770 inventory of the Japanese Palace records '*Vier Stück runde Theé Känngen, ohne Deckel, am Bauche mit kurzen Schnäuzgen, 8. Zoll hoch, 4 1/2. Zoll in Diam: No. 64*' [four round teapots, without covers, short snout on the bodies...] (published by Boltz 1996, p. 110).

Eight black-glazed kendis were listed in the Japanese Palace inventory of 1721 under nos. 35-37; none remain in Dresden and their whereabouts is uncertain, though they could include the two examples with covers now in the Stiftung Schloss Friedenstein, Gotha (M. Eberle, *Das rote Gold* (n.d.), no. 16), and in the Grassi Museum, Leipzig (D. Gielke, *Meissener Porzellan des 18. und 19. Jahrhunderts* (2003), no. 9), and the example without a cover in *Serves Cité de la céramique* (MNC 2244/8, purchased in Dresden in 1836 by Alexandre Brongniart).

Of the four delivered in 1733 and listed under no. 64, two (including the present lot) were sold from the Dresden collection in 1920 and were subsequently in the collection of Siegfried Salz, Berlin. Two others with covers had been sold from the Dresden collections in 1919 with no mention of the Japanese Palace inventory number, so it is not certain whether they were among the eight kendis listed in the inventory under nos. 35-37, or the two others delivered in 1733 and listed under no. 64 (Lepke's, 7-8 October 1919, lots 54 and 55). One is in the Gardiner Museum, Toronto (inv. no. G83.1.573), another in the Los Angeles County Museum (inv. no. 87.5.1, formerly in the Nyffeler Collection). A third is in a New York private collection.



8

**A VERY RARE EARLY MEISSEN CHOCOLATE CUP,
CIRCA 1715-20**

Decorated in the workshop of George Funcke, Dresden, with fine gilt and silver decoration depicting a hunting landscape vignette depicting figures amidst trees, gilt bands to the rim and footrim, the interior gilt, the handle of angular shape, 7cm high

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

The Collections of the Grand Dukes and Margraves of Baden, sold Sotheby's Baden-Baden, 7 October 1995, lot 1335 (one of a pair); With H. Reichert, Munich

Literature

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. 35

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 befließen..." [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 emallirte er Gold und Silber untereinander" [now he can enamel gold and silver together] (quoted by C. Boltz, *op. cit.*, p. 45).



9

A VERY RARE PAIR OF EARLY MEISSEN BEAKERS AND SAUCERS, CIRCA 1715-1720

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 gilding to the fluting and interiors of the beakers, *beakers: 8.3cm high, saucers: 14.8cm diam.* (some rubbing to gilding) (4)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

With Dr. Andreina Torre;

With Kate Foster, London





10

**A SMALL MEISSEN LOBED ALMOND-SHAPED DISH,
CIRCA 1725**

Painted in underglaze-blue with flowers in a double-handled pot on a table top, the fluted sides with flowering branches, 14cm long (small chips to outside rim)

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

Provenance

Anon. sale, Christie's London, 5 December 1994, lot 214

The form is listed in the weekly reports of the work of the *Dreher* and *Former* between 1723 and 1727, where it is referred to as a '*Schiffchen*' [little ship], '*gemuschelt*' or '*gerippt*' [ie lobed]; quoted by 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), p. 82, and ill. 75 and 76 for other examples of the form.





11

**A VERY RARE MEISSEN UNDERGLAZE-BLUE-DECORATED
LARGE PEWTER-MOUNTED CYLINDRICAL TANKARD,
CIRCA 1720-23**

Painted probably by J.G.Höroldt in underglaze-blue with a chinoiserie scene depicting a standing and a seated figure flanking a table, with further figures, including a woman holding a baby, to the sides, flanked by flowering plants, trees and rockwork, birds and insects in flight overhead, a seeded trellis band reserved with quatrelobe flower panels around the foot, the handle with a flower between two leaves, the pewter cover with ball thumbpiece, *23cm high including cover*

£25,000 - 35,000

€28,000 - 40,000

US\$32,000 - 44,000

See U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), nos. 68-76, for vessels and dishes decorated in underglaze-blue and polychrome enamels with chinoiserie scenes in the distinctive style attributed to Johann Gregorius Höroldt and Johann Christoph Horn; the physiognomy of the figures and the hanging foliage on the tree, in particular, are closely similar. See footnote to lot 13.





12

A RARE EARLY MEISSEN OCTAGONAL SUGAR BOX AND COVER, CIRCA 1723

The box painted with a continuous polychrome landscape scene of rocky mountains, trees and a lake, gilt bands to the foot and below the rim, the cover similarly decorated with three figures of peasants in a landscape, surrounded by a band of scattered iron-red flowerheads and a wide gilt border, the finial with gilt bands, *11.3cm long* both with lustre mark 4 to inside (some rubbing to gilding on cover) (2)

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,900

The style of decoration is closely similar to a teapot and cover with 'MPM' mark in the Wark Collection and both probably originally belonged to the same service (see U. Pietsch, *Early Meissen Porcelain The Wark Collection* (2011), no. 102.





13

A RARE MEISSEN TEABOWL, CIRCA 1723

Painted probably by J.G. Höroldt or J.C. Horn in iron-red with two vignettes depicting chinoiserie figures flanked by flowering branches, flanked by tiny insects in black, yellow and pale green, a purple border to the rim and an iron-red flower spray to the interior, 3.9cm high (tiny chips inside footrim)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

Anon. sale, Christie's London, 9 July 2001, lot 78

This style of chinoiserie decoration has variously been attributed to Johann Christoph Horn and to J.G. Höroldt (see I. Menzhausen, Höroldt und sein "Seminarium" - Meißen, 1720 bis 1730, in *Keramos* 120 (1988), ill. 13, for the circular stand in the Dresden porcelain collection painted in underglaze-blue and polychrome enamels). A teabowl and saucer in the Kunstgewerbemuseum, Berlin, painted in underglaze-blue and iron-red with chinoiserie figures is attributed by Stefan Bursche to Horn (*Meissen Steinzeug und Porzellan* (1980), no. 139). The decoration of a vase in the Arnhold Collection, New York, and two associated vases in the Museum für angewandte Kunst, Vienna, with polychrome chinoiserie scenes and underglaze-blue, has been attributed to J.G. Höroldt (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 24).





14

A VERY RARE MEISSEN AUGUSTUS REX VASE, CIRCA 1725

The knopped, beaker shape with a flared rim and footrim, painted in underglaze-blue with two flower vases on the upper register, two sprays of leafy flowering branches on the knob, and two covered vessels decorated with flowers and flanked by leafy, flowering branches on the bottom section, 36.5cm high, AR monogram in underglaze-blue (restored)

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Literature

S. Schwartz/J. Munger, 'Gifts of Meissen Porcelain to the French Court, 1728-50', in M. Cassidy-Geiger (ed.), *Fragile Diplomacy* (2008), pp. 142-143, fig. 7-2

Two similar vases were in the Kunstgewerbe-Museum, Berlin, of which one is illustrated by Adolf Brüning, *Porzellan* (1914), ill. 37, and by L. Schnorr von Carolsfeld, *Porzellan der europäischen Manufakturen* (1922), ill. 27 and front cover.









15

AN EARLY MEISSEN SAUCER, CIRCA 1723

Painted with a chinoiserie scene of a man seated at a table smoking a pipe in a landscape, within two circular iron-red concentric lines, the rim gilt, 12.6cm diam., incised / inside footrim (three small chips to underside of rim)

£2,500 - 3,500

€2,800 - 4,000

US\$3,200 - 4,400

The style of painting closely resembles that on an early teapot formerly in the collections of the Princes von Thurn und Taxis (published by U. Pietsch/K. Jacobsen, *Frühes Meissener Porzellan* (1997), no. 2) and may be from the same service. The decoration on the saucer can be traced to a drawing from the Schulz Codex, Plate 3, where the seated man at a table filled with tea wares can be found (transposed) on the right-hand side.





16

A VERY RARE MEISSEN SILVER-GILT-MOUNTED TANKARD, CIRCA 1723-24

Finely painted, probably by J.G. Höroldt, with a chinoiserie scene after Martin Engelbrecht depicting a potentate seated on a throne beneath drapery and flanked by guards, below him three seated figures on each side of a table, a formal garden and pagodas in the distance, within a shield-shaped cartouche of an underglaze-blue line embellished with gilt scrollwork enclosing Böttger lustre and edged with iron-red scrollwork, the reverse with four birds and insects in flight and a sprig of *indianische Blumen* on the handle, the mounts probably Augsburg, circa 1725, the cover with a quatrelobe relief panel depicting a Turk seated in front of a camel, holding a sword and a spear, enclosed by strap- and scrollwork, the shoulder with a band of similar scroll- and strapwork enclosing four small circular relief medallions depicting classical busts in profile, the thumbpiece with two lion's head terminals, 18.8cm high (restuck section at rear)

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Provenance

Anon. sale, Law Fine Art, Hungerford, Berkshire, 25 September 2001, lot 197





Two other early Meissen tankards attributed to J.G. Höroldt and painted with a similar scene after a print by Martin Engelbrecht of around 1720, titled '*Nobilissimus Dominus Kiakouli in Villa sua/ Der Hoch Edle Herr Kiakouli in seinem Lust Hause*' from the series "Sinesische Trachten und Gebräuche nach jetziger beliebten Art zum ausschneiden dienlich" are recorded. The tankard now in the Stout Collection, Memphis, and formerly in the collections of Margarethe and Franz Oppenheimer, Dr. Fritz Mannheimer and Ralph Wark, follows Engelbrecht's print most closely. Another tankard, formerly in the Dr. Marcel Nyffeler Collection and now in the Carabelli Collection, is closer in composition to the present lot, with the six seated figures at a lower table below the seated potentate (U. Pietsch, *Frühes Meißener Porzellan Sammlung Carabelli* (2000), no. 55). The related drawing of the scene is on pl. 12 of the Schulz Codex.

Five other early Meissen tankards with chinoiserie scenes attributed to Höroldt and the cartouche outlined in underglaze-blue were exhibited in the 1996 Dresden exhibition devoted to Höroldt (U. Pietsch, *Johann Gregororius Höroldt 1696-1775* (1996), 104 and 106-109). One of these, in the Museum of Fine Arts, Boston, inv. no. 1934.1352 (Pietsch, no. 108), has closely similar silver mounts, as does the tankard in the Arnhold Collection, New York, published by M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 164. The latter is marked with the pinecone mount for Augsburg and an illegible maker's mark.





17

A RARE MEISSEN BEAKER AND SAUCER, CIRCA 1723

Each side painted with a chinoiserie scene within a gilt scrollwork quatrelobe cartouche filled with Böttger lustre and edged with iron-red scrollwork and flowers, the saucer with a similar cartouche depicting a figure being attacked by a fire-breathing toad, the rims with gilt borders, *the beaker: 7.5cm high* (some flaking to gilt band on beaker rim and minor wear) (2)

£3,000 - 5,000

€3,400 - 5,700

US\$3,800 - 6,300

Provenance

Probably from the collection of Augustus the Strong, presented in 1725 to King Vittorio Amadeo II of Sardinia;
Thence by descent;
The Head of a European Royal House, sold Christie's Geneva, 7 June 1968, lot 135;
Private Collection, Switzerland, sold Sotheby's London, 25 November 1997, lot 64

For a discussion of the 1725 gift of porcelain from Augustus the Strong to Vittorio Amadeo II of Sardinia, see I. Menzhausen, *Ein Porzellangeschenk Augusts des Starken für den König von Sardinien*, in *Keramos* 119 (1988), pp. 99-102; and M. Cassidy-Geiger, *Fragile Diplomacy* (2007), 209-211.





18

A MEISSEN TOPOGRAPHICAL WASTE BOWL, CIRCA 1722-23

Each side painted with a shaped gilt quatrelobe scrollwork cartouche edged with iron-red scrollwork enclosing views of gardens and palaces in Italy, the sides with vignettes of birds, an insect and a butterfly, the inside with a similar cartouche enclosing a view of a hedge with a statue and trees, gilt scrollwork border inside rim, 18.2cm diam.; 8.4cm high, twice incised / inside footrim (some wear to gilt edge of rim)

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

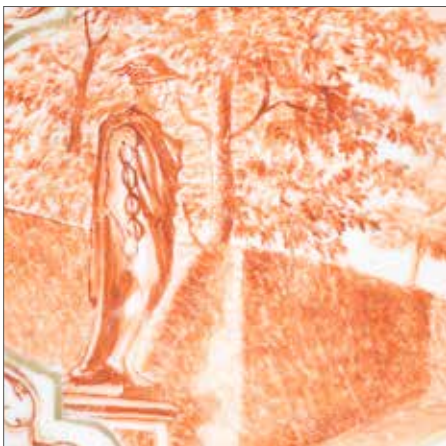
Anon. sale, Christie's Geneva, 9 November 1987, lot 124;
Anon. sale, Sotheby's London, 19 November 1996, lot 119

The source prints are by Melchior Küsel after Johann Wilhelm Baur: 'Wasser und Spritzwerk, in dem Garten deß Card. Aldobrandi zu Frascati'; 'Lust gang deß Princ; Mattej in Florenz'; 'Mercurius und Flora Statuae vor dem Eingang in den garten deß Duca di Sora zu Frascati'; nos. 12, 2 and 7, respectively, in the series 'Unterschiedliche Prospecten', 1681. The first print in the Meissen manufactory archive, is illustrated by C. Bodinek, *Raffinesse im Akkord*, vol. II (2018), no. 19.





Above, left and below:
Deitails from prints by Melchior
Küsel after Johann Wilhelm Baur
'*Unterschiedliche Prospecten*', 1681







19

A RARE MEISSEN HEXAGONAL TEA CANISTER AND COVER, CIRCA 1723

Each panel painted probably by J.G. Höroldt with hunting scenes depicting elegant figures in landscapes, including Augustus the Strong, the shoulders and ribs gilt, the cover with a wide gilt rim and gilt foliate and dotted bands, 10.2cm high (minor rubbing to gilding) (2)

£5,000 - 7,000

€5,700 - 7,900

US\$6,300 - 8,900

Provenance

With Lukacs & Donath, Rome

This tea canister belongs to a small group of early Meissen tea services painted with hunting scenes, probably by J.G. Höroldt, on which some of the figures seem to depict actual members of the Dresden court. A teapot in the Dresden collection (published by U. Pietsch, *Porzellan Parforce* (2005), no. 43, depicts Augustus the Strong together with his son and daughter-in-law. The waste bowl from the service is also in the Dresden collection (Pietsch 2005, no. 43); a set of six teabowls and saucers is in the Muzeum Narodowe, Warsaw (Pietsch 2005, no. 45); a teapot and cover in the Museum für Kunst und Gewerbe, Hamburg (U. Pietsch, *Johann Gregorius Höroldt 1696-1775* (1996), no. 40); another tea canister and cover was in the Jahn Collection, Hamburg (sold by Lempertz Cologne, 12 June 1989, lot 69); a tea and coffee service was sold by Sotheby's London, 10 July 1973, lot 50, and again by Sotheby's New York on 10-11 November 2006, lot 522.

The teapot and bowl in the Dresden collection belong to a service given by Augustus the Strong to his daughter-in-law, Maria Josepha, in 1722 that is listed in the inventory begun in 1721 of the Japanese Palace in Dresden (without a tea canister). The seated figure with a dog depicted on the present lot closely resembles the figure of Augustus the Strong depicted on the teapot in Dresden.





20

A MEISSEN TEABOWL AND SAUCER, CIRCA 1723

The saucer painted with a military scene of figures on horseback within a gilt scrollwork quatrelobe cartouche edged with iron-red and brown scrollwork, the teabowl with a similar cartouche depicting a figure beside a pack horse, a bird and scattered insects to the reverse, the interior with an iron-red scene within two concentric circles, gilt scrollwork borders to the gilt-edged rims, *the saucer: 13.2cm diam.*, traces of lustre marks (minuscule chips to outside edge of teabowl rim and footrim) (2)

£4,000 - 5,000

€4,500 - 5,700

US\$5,100 - 6,300

The scene on the saucer is based on an engraving by Georg Conrad Bodenehr after Georg Philipp Rugendas the Elder, published by C. Bodinek, *Raffinesse im Akkord* (2018), vol. II, no. 260.





21

**A MEISSEN HAUSMALER TEABOWL AND SAUCER,
CIRCA 1725-30**

Decorated in Augsburg by Bartholomäus Seuter in gilding, the teabowl and underside of the saucer with vignettes of Chinoiserie figures engaged at various pursuits, the rims with gilt borders edged with foliate motifs, the interior of the teabowl, well of the saucer and footrims gilt (minor rubbing) (2)

£2,500 - 3,500

€2,800 - 4,000

US\$3,200 - 4,400

Provenance

The Head of a European Royal House, sold Christie's Geneva, 7 June 1968, lot 109 (a pair);
With M. & G. Ségal, Basel

A similar teabowl and saucer attributed to Bartholomäus Seuter, also from the collection of the former King Umberto of Italy and probably originally in the possession of Vittorio Amadeo II of Sardinia, is published by S. Ducret, *Meissner Porzellan bemalt in Augsburg*, vol. I (1971), ill. 252.



22

**AN EARLY MEISSEN TEABOWL AND SAUCER WITH GOLD
PAILLON DECORATION, CIRCA 1720-30**

Decorated in Saxony with die-stamped gold appliqué depicting bounding animals flanked by scrolling foliage on each side of the teabowl alternating with a figure of a man surrounded by small birds to either side, the inside rim with four vignettes of a tree flanked by two animals, the saucer with an owl in the centre and a band of floral and foliate swags to the rim, *the saucer: 12.5cm diam.*, incised / inside of teabowl footrim (minor losses)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

With Simon Spero, London

For a discussion of this and related types of gold decoration on Meissen, French and Chinese porcelain, see Errol Manners, Gold Decoration on French, German, and Oriental Porcelain in the early 18th Century, in *The French Porcelain Society Journal*, IV (2011), pp. 24-42. The author notes that such decoration was executed in Paris, Saxony and Berlin, but attributes decoration of this type to Saxony as it corresponds exactly with the decoration of Saxon glass from the period of Augustus III, though the technique could have been in use earlier. Another teabowl with gold *paillon* decoration, but depicting ostriches, was sold in these rooms, 18 June 2014, lot 37.



23

**A MEISSEN HAUSMALER TEABOWL DECORATED IN THE
PREISLER WORKSHOP, CIRCA 1720**

Finely painted in iron-red monochrome with a continuous estuary scene depicting numerous ships, buildings and figures, 7.5cm diam.
(tiny flat rim chip)

£3,000 - 5,000

€3,400 - 5,700

US\$3,800 - 6,300

Provenance

With Kate Foster, London

Similar scenes painted in black monochrome and a combination of iron-red and black are illustrated by H. Brožkova (ed.), *Daniel a Ignác Preisslerové* (2009), nos. 73 and 77.





Sammlung Darmstaedter, Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 24-26 March 1925

24

A DU PAQUIER HAUSMALER PLATE PAINTED BY IGNAZ BOTTENGRUBER, CIRCA 1728

Painted by Ignaz Bottengruber, Breslau, with an allegory of the month of March, depicting four children in winter clothes by a sled standing on elaborate gilt-edged iron-red strap- and scrollwork embellished with foliage, with two dogs below and a burning brazier and a putto supporting an oval medallion with the zodiac sign for Aries above, 23cm diam. (some wear)

£3,000 - 5,000

€3,400 - 5,700

US\$3,800 - 6,300

Provenance

Anon. sale, Christie's London, 13 March 1989, lot 125

Literature

Maureen Cassidy-Geiger, 'The Porcelain Decoration of Ignaz Bottengruber', *The Metropolitan Museum Journal* 33, 1998, p.254, fig. 34

Two other plates from the series of months/zodiac signs are recorded: in the Darmstädter Collection, Berlin, sold by Rudolph Lepke's Kunst-Auctions-Haus, Berlin, 24-26 March 1925, lot 408; and in the Margarete Oppenheim Collection, Berlin, sold by Julius Böhrer, Munich, 18-20 May 1936, lot 933.





25

A VERY RARE MEISSEN ARMORIAL TEABOWL AND SAUCER FROM THE CONTARINI SERVICE, CIRCA 1725-30

Each painted with the arms of Contarini within a silvered cartouche edged in purple and brown, the reverse of the teabowl with a broad chinoiserie vignette depicting several figures, the interior of the teabowl with a circular medallion with a checkerboard pattern of green and purple flower heads alternating with a geometric square pattern, gilt foliate scrollwork borders to the rims, the reverse of the saucer with two branches of indianische Blumen and two insects, crossed swords marks in underglaze-blue, incised / inside both footrims (2)

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

The Hoffmeister Collection, Hamburg, Bonhams London, 26 May 2010, lot 76

Literature

D. Hoffmeister, *Meissener Porzellan des 18. Jahrhunderts*, vol. I (1999), no. 306

Exhibited

Hamburg, Museum für Kunst und Gewerbe, 1999-2009

Probably made for Simon Contarini, a member of one of the oldest and most distinguished Venetian families, boasting eight Doges and no fewer than forty-four Procurators of San Carlo. In 1722, Simon Contarini married Marietta Zustignan (Giustinian) (Maureen Cassidy-Geiger, *Fragile Diplomacy - Meissen Porcelain for European Courts ca. 1710-63* (2007), p. 212). The style of decoration is closely similar to the armorial tea and coffee service with the arms of Morosini in the Rijksmuseum, of which the sugar box is dated 1731 (A. Den Blaauwen, *Meissen Porcelain in the Rijksmuseum* (2000), no. 103). The teapot of this service is also marked 'K.P.M' (see below), which suggests that there was at least on occasion a lapse of several years between the production of the porcelain and its decoration.

Two teabowls and saucers from the same service were in the Erich von Goldschmidt-Rothschild Collection, sold Ball & Graupe, Berlin, 23-25 March 1931, lot 556. A further teabowl and saucer is in the Arnhold Collection, New York (Maureen Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 99); the teapot, marked with the K.P.M. mark in underglaze-blue and the crossed swords in blue enamel, was sold by Sotheby's New York, 25 October 2002, lot 1026; and the tea canister and cover is in the Metropolitan Museum of Art, New York (illustrated in Cassidy-Geiger 2007, fig. 10-8).





26

A RARE LARGE MEISSEN DISH, CIRCA 1725-27

The centre painted in the manner of J.E. Stadler with a bird in flight surrounded by scattered butterflies and insects, a border of chrysanthemums, flowerheads and foliage connected by swags around the edge of the well, the rim with an underglaze-blue trellis pattern reserved with four, gilt-edged oval landscape panels depicting European hunting scenes, the reverse decorated with three flowering branches alternating with butterflies, 34cm diam., crossed swords mark in underglaze-blue

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Provenance

Dr. Siegfried Ducret Collection, Zürich;
Private Collection, Germany

Smaller plates with this type of decoration are in the Malcom D. Gutter Collection, San Francisco (M. Santangelo, *A Princely Pursuit* (2018), cat. no. 50), and the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 173).



27

A MEISSEN TEAPOT AND COVER, CIRCA 1735

The form after a Japanese original, painted in the manner of J.E. Stadler with a chinoiserie scene on each side depicting a figure flanked by fences and *indianische Blumen*, the spout and cover with flower sprigs, the finial with a gilt flower, the handle with green scrollwork with an iron-red chrysanthemum and moulded gilt floral terminals, the rim with an iron-red trellis band reserved with flower-heads, 16.2cm high, crossed swords in underglaze-blue, incised x for Johann Daniel Rehschuh (handle restuck, tip of spout restored) (2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

Brigitte Britzke Collection, Bad Pyrmont, sold in these Rooms, 14 December 2016, lot 72

Literature

R. Seyffarth, Johann Ehrenfried Stadler, der Meister der Fächerchinesen, in *Keramos* 10 (1960), p. 158, ills. 6 and 7; Meissener Porzellan des 18. Jahrhunderts aus Bad Pyrmont Privatbesitz, exhibition catalogue (2002), p. 22f; La Porcelana de Meissen en la Colección Britzke/Das Meissner Porzellan der Britzke-Sammlung, exhibition catalogue (2009), p. 54

Exhibited

Museum im Schloss, Bad Pyrmont, Meissener Porzellan des 18. Jahrhunderts aus Bad Pyrmont Privatbesitz, 28 November 2002 to 26 January 2003; Fundación Caja Segovia, La Porcelana de Meissen en la Colección Britzke 1709-1765, 16 July to 18 November 2009





28

**A MEISSEN AUGUSTUS REX FLARED BEAKER VASE,
CIRCA 1725-30**

Painted probably by J.E. Stadler with two chinoiserie figures, one holding a parasol and the other seated, flanked by flowering plants issuing from fences with a bird and scattered insects overhead, the rim with four panels of blue and yellow flowers with green leaves reserved against a broad band of iron-red and gilt floral motifs, the lower section painted with pendent leaves and flowers, brown band to footrim, *38.2cm high*, AR monogram in underglaze-blue (upper section restored)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Two similar vases are in the Dresden porcelain collection (inv. nos. PE 2019 and PE 290, published by U. Pietsch/C. Banz, *Triumph der blauen Schwerter* (2010), cat. no. 100, and R. Seyffahrt, *Johann Ehrenfried Stadler, der Meister der Fächerchinesen*, in *Keramos 10* (1960) p. 156, ill. 4). These three vases, the decoration of which has been attributed to J.E. Stadler, were probably originally part of the same garniture.





29

**A MEISSEN DOUBLE-HANDLED OLIO POT AND COVER,
CIRCA 1725-30**

Finely painted in *famille verte*-style in enamels and Böttger lustre with a continuous garden scene depicting a chinoiserie figure in green and yellow robes between stylised rockwork and flowering plants, birds in flight and perched on branches, foliare branches to the angular handles and finial, the cover with birds perched on flowering branches and insects, an iron-red double line border to the rim, 10.4cm high (2)

£4,000 - 6,000

€4,500 - 6,800

US\$5,100 - 7,600





30

A VERY RARE MEISSEN BEAKER AND SAUCER, CIRCA 1728

Painted with blue monochrome chinoiserie scenes, each depicting a single figure flanked by flowering plants and fences, within a gilt quatrelobe scrollwork cartouches filled with Böttger lustre and edged with purple and iron-red scrolls, gilt scrollwork borders to the rims, three branches of *indianische Blumen* to the reverse of the saucer, similar sprigs to the sides of the beaker, *the beaker: 7.5cm high*, crossed swords marks in underglaze-blue (minor rubbing to saucer) (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

A teabowl and saucer with similar rare blue monochrome chinoiserie scenes from a different service is in the Wark Collection, see U. Pietsch, *Early Meissen Porcelain The Wark Collection* (2011), no. 111; another teabowl and saucer from the same service was in the Darmstädter Collection, sold by Lepke's Berlin 24-26 March 1925, lot 129.

The figure on the saucer appears to be holding a Chinese puzzleball which serves as an incense burner, possibly a European interpretation of an Asian flaming pearl, seen frequently on Asian porcelain. It is likely that the shape was also in some way based on an ivory turned *Contrefait Kugel*, of which there were many examples kept in the Grünes Gewölbe in Dresden.

The earliest written reference to a concentric ivory sphere appears in the late-fourteenth-century connoisseur Cao Zhao's *曹昭 Essential Criteria of Antiquities* (*Gegu yaolun 格古要論*), parts of which were first published in 1388. In his text, Cao recalls seeing "a hollow-centered ivory ball, which had two concentric balls inside it, both of which can revolve. It is a 'demon's ball' (*guigongqiu 鬼功球*), or one made by someone in the Inner Court of the Song dynasty" (original quote: 尝有象牙圆球一个, 中直通一窍, 内车二(数)重, 皆可转动, 故谓之鬼功球, 或云宋内院中作者). Bonhams would like to thank Joyce Yusi Zhou for her kind assistance in providing this quote and its translation.



31

**TWO MEISSEN YELLOW-GROUND POURING CUPS,
CIRCA 1730**

Reserved with black-edged quatrelobe panels on each side painted in the style of A. F. von Löwenfinck with polychrome Chinoiserie scenes of figures engaged in various pursuits, heightened in gilding, the spouts, handles and inside wells with small single Kakiemon flower sprigs, brown-edged rims, *5.8cm high*, crossed swords marks in underglaze-blue, impressed Dreher's marks : for Johann Martin Kittel (some flaking to brown-edged rim) (2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

A pouring cup of similar decoration is in the collection of the Rijksmuseum, inv. no. BK-17378 (illustrated in A. Den Blaauwen, Meissen Porcelain in the Rijksmuseum (2000), no.214). The Chinoiserie figures are taken from prints by Johann Christoph Weigel. The two figures on each side of one of the cups in the present lot can be found in a print illustrated in Claudia Bodinek, Raffinesse im Akkord, Meissener Porzellanmalerei und ihre Grafischen Vorlagen, Volume II (2018), no.421. One of these is also depicted on a plate in the Rijksmuseum, inv. no. BK-17365-A (Den Blaauwen (2000), no. 203).





32

A MEISSEN AUGUSTUS REX FLARED BEAKER VASE, CIRCA 1730

Painted in Kakiemon style in polychrome enamels embellished in gilding with a landscape vignette depicting a stork-like bird flanked by fences with large branches of flowering *indianische Blumen* issuing from rockwork to its right and a smaller spray of flowers to the left, two birds and a butterfly in flight overhead, the lower body painted with four lappets, each with a chrysanthemum on an iron-red ground reserved with scrolling foliage, triangular green scale-ground panels between them, gilt band above footrim, 34.6cm high, AR monogram in underglaze-blue (restoration to top section)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

The collection of the late S.G. Brooksbank, London

A similar Augustus Rex vase, presumably from the same garniture as the present lot, is in the British Museum (J. Ayres *et al.*, *Porcelain for Palaces* (1990), no. 186).







33

A MEISSEN SUGAR BOWL AND COVER, CIRCA 1730

After engravings by Johann Schmischek, painted with two hounds chasing a stag surrounded by elaborate coloured brackets and scrolls, the cover rim with an underglaze-blue band with gilt scrollwork, 12cm long; 9.5cm wide, crossed swords mark in underglaze-blue (cover restored) (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

The decoration is based on engravings by Johann Schmischek (1585-1650) in the *Neües Groteschgen-Büchlein*, published in 1630. A similar teabowl and saucer in the Wark collection is illustrated by U. Pietsch, *Early Meissen Porcelain The Wark Collection* (2011), no. 637. The slop bowl from the service is in the Seattle Art Museum, published by Julie Emerson et al., *Porcelain Stories* (2000), pl. 14.14. Another teabowl and saucer from the service was sold in these rooms as part of the Delphinium Collection, 20 March 2013, lot 2.

Two teabowls and saucers from a service with similar decoration but with puce camaieu roundels in the border decoration, also based on engravings by Johann Schmischek, are in the Wark Collection (no. 636) and in the Victoria & Albert Museum, inv. no. 202&A-1854, respectively. A pot without cover from the service is in the British Museum (1955,0708.1).



34

**A MEISSEN HEXAGONAL TEA CANISTER AND COVER,
CIRCA 1730**

Decorated with panels of purple lustre with a gilt trellis pattern and reserved with a chrysanthemum, alternating with two panels of flowering leafy branches and one with a small hedge with flowers and flowering branches pendent from the top rim, the panels divided by iron-red lines, a an iron-red band reserved with floral scrollwork around the foot, the cover similarly decorated with a gilt finial, *11.5cm high*, crossed swords mark in blue enamel (minor restoration to footrim) (2)

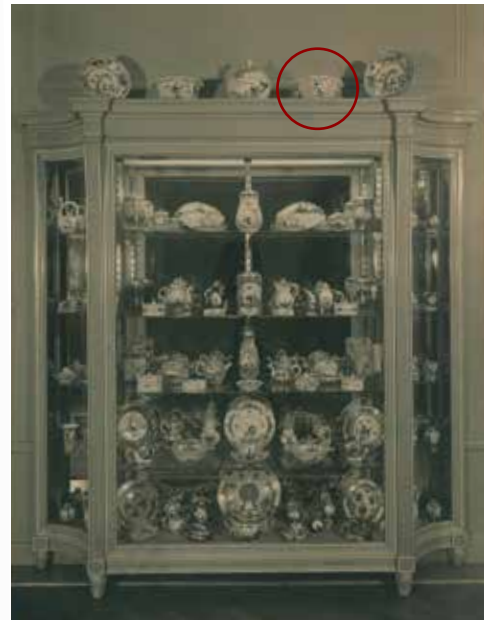
£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

A similarly decorated teapot and cover was sold by Sotheby's London, 8 July 1997, lot 35.





Detail of vitrine display at the villa of Erich von Goldschmidt-Rothschild in Berlin, circa 1930

35

**A MEISSEN TURQUOISE-GROUND DECAGONAL BOWL,
CIRCA 1735**

The exterior painted with two panels depicting a bird perched on *indianische Blumen*, two with a butterfly over similar flowers (including one with a grasshopper) and one with a pavilion in a garden, gilt-edged and alternating with turquoise-ground panels, the inside painted with a sprig of *indianische Blumen* and scattered blooms below a border of iron-red scrolling foliage around the rim, *crossed swords mark in underglaze-blue*, incised *Dreher's mark x inside footrim for Johann Christophe Pietzsch*, incised *Japanese Palace inventory number N=480- W* (some rubbing to gilding)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

Collection of Baron Erich von Goldschmidt-Rothschild by 1931 (offered at Ball & Graupe, Berlin, 25 March 1931, lot 463); Sold from his Estate by Christie's Geneva, 9 May 1988, lot 120; With H. Reichert, Munich; Purchased from the above in November 1996

The 1770 inventory of the Japanese Palace lists '*Sechzehen Stück 8.eckichte detto [grün glassurte Spühl Näpfe] mit breiten überschlagenen Rande, 4 1/2. Zoll hoch, 10. Zoll in Diam: No. 480'* (sixteen octagonal ditto [green glazed rinsing bowls] with wide everted rims); quoted by Claus Boltz, *Japanisches Palais-Inventar 1770 und Turzimmer-Inventar 1769*, in *Keramos* 153 (1996), p. 65. The Japanese Palace inventory lists four decagonal bowls under no. 479, so the following number was probably engraved in error on the present lot. This and numerous other green-glazed bowls of different sizes were delivered to the Japanese Palace on 25 June 1737; the delivery specification is published by Boltz, pp. 96-97.

This bowl belonged to the celebrated collector, Baron Erich von Goldschmidt-Rothschild (1899-1987), and was offered in the sale of his collection in Berlin in 1931. At the outbreak of Second World War, von Goldschmidt-Rothschild was living in Bordeaux, from where he managed to flee to the Dominican Republic and then to the United States. In the 1950s, he lived on 5th Avenue in New York (this bowl is visible in a photograph of his apartment published in M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), p. 96, fig. 17), and later moved back to Europe and settled in Rome.





36

**A MEISSEN DOUBLE-HANDLED TUREEN AND COVER,
CIRCA 1735-40**

Decorated in underglaze-blue with the 'Onion' pattern, the scroll handles surmounted by female busts, the cover applied with an artichoke finial, *23cm high, 29cm across handles*, crossed swords mark and K in underglaze-blue, impressed Dreher's mark : for Johann Martin Kittel (fine haircrack to tureen beside one handle) (2)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,800

Provenance

The Korthaus Collection, Frankfurt, sold Christie's London, 5 December 1994, lot 216





37

A RARE MEISSEN TEAPOT AND COVER, CIRCA 1735

Of five-petal blossom shape with brown-edged rim, one side applied with a polychrome moulded flowering branch issuing from the brown branch handle and terminating on the brown branch-shaped spout, the reverse painted in Kakiemon style with wheat sheaves and flower sprigs, the cover with similar sprigs and applied with a further branch handle terminating in a purple and iron-red blossom at each end, 10cm high, crossed swords mark in underglaze-blue, impressed Dreher's mark (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

J.J. Klejman Gallery, New York;
The Frederick J. and Antoinette H. Van Slyke Collection, Baltimore, Maryland, sold Sotheby's New York, 26 September 1989, lot 11;
With Brian Haughton, London

Exhibited

Baltimore, Maryland, The Baltimore Museum of Art, 30 March 1964 - 2 October 1969

For the impressed Dreher's mark - possibly that of Johann George Möbius - see R. Rückert, Alchemistische Symbolzeichen..., in Keramos 151 (1996), ill. 9, nos. 7 and 8.





38

A MEISSEN SUGAR BOWL AND COVER FROM THE 'GELBER LÖWE' SERVICE FOR THE ROYAL COURT PANTRY, WARSAW, CIRCA 1738

Of quatrelobe shape, painted in Kakiemon style with a tiger curling around bamboo facing flowering prunus branches issuing from a tree-stump, surrounded by scattered flower sprigs, the cover with a gilt pierced crown finial, 13cm long, crossed swords mark in underglaze-blue, impressed Dreher's mark for Andreas Schiefer inside footrim (2)

£7,000 - 9,000

€7,900 - 10,000

US\$8,900 - 11,000

Provenance

Royal Court Pantry (*Hofkonditorei*), Warsaw, delivered in September or November 1738;
With E & H. Manners, London

Literature

Julia Weber, *Meißener Porzellane mit Dekoren nach ostasiatischen Vorbildern*, vol. II (2013), p. 271, ill. 44

For a comprehensive discussion of the history of the 'Gelber Löwe' service in the 18th century, see Julia Weber, vol. II (2013), pp. 265-274. Work began by January 1734 at the latest on the service for Augustus III, which was at first intended for the Japanese Palace in Dresden.

In July 1738 various pieces from the service were moved from the Japanese Palace to the '*Hofkonditorei*' (court pantry) for use as a court service. On 16 September and 28 November of the same year further pieces were sent from Meissen, including '3 oval paßigt Zuckerdosen' [3 oval lobed sugar bowls]. Weber argues that the present lot must have been one of these three, supported by Eberlein's work records from August 1738: '2. Eine Neue gaternirte Zucker Dose nebst Kröngen zum Knopffe' [A new sugar bowl with a crown as a finial] (quoted in Julia Weber, vol. II (2013), p.270).





39

A VERY RARE PAIR OF MEISSEN IMARI SAUCEBOATS AND OVAL STANDS, CIRCA 1740

Painted in underglaze-blue, enamels and gilding with a central vase of flowers within a border of blossoms and scrolling foliage reserved with panels of birds, a kylin and chrysanthemums, *the stands: 21.9cm; the sauceboats: 22.4cm and 21.8cm across*, crossed swords marks in underglaze-blue, impressed 44 (sauceboats) and 26 (stands) (4)

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

James A. Lewis & Son, New York, 20 October 1950;
 Frederick J. and Antoinette H. Van Slyke Collection, Baltimore,
 Maryland, sold Sotheby's New York, 26 September 1989, lot 27

Exhibited

Baltimore, Maryland, The Baltimore Museum of Art, anonymous loan,
 30 March 1964 to 2 October 1969





40

A MEISSEN SUGAR BOWL AND COVER FROM THE 'SULKOWSKI SERVICE', CIRCA 1735-38

Of lobed shape with a *Sulkowski Ozier* moulded border to the rim and gilt band to the inside, painted in kakiemon style with scattered flower sprigs, on four scrollwork feet issuing from crowned female masks, the lobed cover painted with the arms of Sulkowski and Jettingen four times and scattered flower sprigs, a polychrome flowerbud finial issuing from moulded leaves, 14.8cm high, 15.5cm long, crossed swords mark in underglaze-blue (restoration to one foot) (2)

£8,000 - 12,000

€9,100 - 14,000

US\$10,000 - 15,000

Provenance

The Property of a Lady of Title, Sotheby's London, 23 May 1967, lot 40;

With Robert Williams;

Private Collection, North of England;

With Robert Williams, Sussex, 1994;

Dr. Roy Byrnes Collection, California, sold Christie's London, 12 May 2010, lot 83

Literature

Hugo Morley-Fletcher, *Meissen Porcelain in Colour* (1971), p. 62

Another sugar box is in the Wawel Royal Castle State Art Collection (ZKWawel 9391).

The Sulkowski Service was the first large, privately commissioned armorial service to have been designed to order at the Meissen factory. It preceded the more famous Swan Service by several years and was the first that was not intended for the Elector. It was famously used on 28 February 1737 for the wedding of Prince Stanislaus III. Lubomirski and Baroness von Stein zu Jettingen, a relative of Sulkowski's wife, that was attended by Augustus III. It was the first time a complete table service of porcelain without any silver vessels was used (G. Reinheckel, *Meissener Prunkservice* (1990), p. 86).

Alexander Joseph Graf von Sulkowski (1695-1762) was born into a prominent Polish noble family and entered royal service as a page at

the Warsaw court. From 1711, he was raised in the household of the Electoral Prince Friedrich Augustus, the heir of Augustus the Strong, of whom he became a close friend. He became a Gentleman of the Bedchamber in 1726, was raised to a (Polish) count in 1732 and, following the accession of Friedrich Augustus in 1733, was made Privy Councillor, Minister of State, Cabinet Minister and an Imperial Count. Sulkowski also was the recipient of numerous gifts and orders from both Augustus the Strong and his successor, Friedrich Augustus, including Schloß Übigau and the Flemmingsche Palais in Dresden, as well as the Polish Order of the White Eagle and the Order of St. Heinrich.

Sulkowski married (firstly) in 1728 a Lady in Waiting of the Electoral Princess, Maria Anna Franziska Catharina Freifrau von Stein zu Jettingen (1712-41), whose arms appear on the service together with those of her husband. The first explicit mention of the service in Kaendler's work notes (*Arbeitsberichte*) appears to be the large sugar box and cover "belonging to the order of His Excellency the Count Von Sulkofsky (sic)" in September 1735. The manufactory inspector reported in May 1736 that although Kaendler, as well as the best Formers and Cleaners had worked on the service for a year and a half, it was not going to be possible to finish everything as Count Brühl had ordered a new service of "entirely new design" and the store rooms urgently needed tablewares, small animals, figures and birds for sale (quoted by Ingelore Menzhausen, *In Porzellan verzaubert*, p.189 - see facing page for the tureen from the service in the Pauls Collection, Basel). The delivery specification, signed by Höroldt and dated 8 February 1738, lists six sugar boxes (quoted by Reinheckel, *op. cit.*, n. 102, p. 198). The basket-moulded borders, now known as "Sulkowsky-Ozier", seem to have been used from around 1732.

The Sulkowski Service was the subject of one of the very earliest scholarly monographs on Meissen porcelain, when it was published by Julius Lessing in 1888 ("Das Porzellangeschirr Sulkowski", in *Kunstgewerbeblatt*, vol.4, pp.43-8). Much of the service was apparently sold shortly afterwards, though a substantial portion was preserved in the family home until it was sold by Sotheby's London ("The Property of a Lady of Title") on 23rd May 1967, lots 29-50.



41

A MEISSEN HELMET-SHAPED EWER, MID 18TH CENTURY

Decorated in underglaze-blue with chrysanthemums and peonies enclosed by a fence, above moulded shellwork and foliage, the shaped foot with flowering branches, a trellis work border interspersed with four panels of flowers to the inside rim, the scrollwork handle with a moulded foliate thumbpiece, 20.5cm high, crossed swords mark and o in underglaze-blue (handle restuck)

£500 - 700

€570 - 790

US\$630 - 890

Provenance

Anon. sale, Sotheby's New York, 26 October 1988, lot 61

A similar ewer in the Staatliche Kunstsammlungen Dresden, Spitzner Collection, is illustrated by Klaus-Peter Arnold, *Meissener Blaumalerei aus drei Jahrhunderten* (1989), no. 91.



42

A RARE MEISSEN MUG, CIRCA 1740-45

From the series of 'Planet' mugs, possibly painted by Johann Georg Heintze, with the figure of Mercury amidst clouds, the astrological caduceus symbol in iron-red to the top right, within an elaborate gilt scrollwork cartouche, flanked by two vignettes depicting a dwarf dressed as a peasant in the manner of Callot, 7.6cm high, crossed swords mark in blue, gilt mark N.02., impressed numeral 24 (handle replaced)

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Provenance

Anon. sale, Sotheby's London, 23 February 1988, lot 361

Two Hausmaler 'Planet' mugs decorated in the same style and depicting Venus and Luna are illustrated by G. Pazaurek, *Deutsche Fayence- und Porzellan-Hausmaler* (1925), vol. II, col. pl. 27.





43

A VERY RARE MEISSEN FLOWER-ENCRUSTED CIRCULAR TUREEN AND COVER, CIRCA 1735

The tureen applied with flower swags modelled by J.J. Kaendler tied at each end with a ribbon bow to entwined rose stems, also secured at the base by a bow, the cover applied with similar entwined rose stems forming the finial and terminating in other various flowers, the rim of the cover and the footrim with a gilt band, the interior of the cover and tureen with a burnished gilt ground, *23.5cm across handles; 17cm high* crossed swords mark in underglaze-blue, impressed Dreher's mark * (2)

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Above left:

Antoine Pesne, portrait of Queen Sophie Dorothea of Prussia, circa 1726 (detail)

Above right:

Jean-Martial Frédo, Maria Josepha, Electress of Saxony and Queen of Poland, circa 1760 (detail)





This rare and precious type of decoration has been associated with gifts of Meissen porcelain to Queen Sophie Dorothea of Prussia in 1735, and Maria Josepha, Electress of Saxony and Queen of Poland in 1738. J.J. Kaendler's work reports for November 1735 refer to bouillon cups with covers and stands applied with swags of roses tied with ribbons (quoted by S. Wittwer, *Liaisons Fragile: Exchanges of Gifts between Saxony and Prussia in the Early Eighteenth Century, in Fragile Diplomacy* (2007), p.101). The work records in May, June of 1738 and September of 1739 state that the "flower service for Her Royal Majesty" (Maria Josepha) has applied decoration of other flowers as well as roses, though only a coffee service is mentioned.

The inventories of the considerable collection of Meissen porcelain owned by Sophia Dorothea of Prussia include several entries that could correspond to the present lot. The 1738 inventory of Schloss Monbijou, for example, includes: '*Zwey rund [Terrinen mit Henkel] nebst Deckel und Schüsseln mit erhabenen Blumen*' [two circular tureens with handles along with covers and dishes with raised flowers]; and the 1758 inventory of the queen's estate includes '*2. weisse Terrinen mit Schüßeln und erhabenen Bouquetten*' [2 white tureens with dishes and raised flowers] (published by M. Cassidy-Geiger, *Meissen Porcelain for Sophie Dorothea of Prussia...*, in *Metropolitan Museum Journal* 37 (2002), Appendix 1, p. 156, and Appendix 3, p. 159). Although it is not possible to identify these pieces with certainty, it is clear that pieces such as the present lot were considered appropriate for the grandest recipients.

Only one other circular tureen and cover (without handles) is recorded, together with a teapot, a coffee pot, a milk jug, two covered two-handled cups with stands and a circular bowl, cover and stand, in the collection of the Kunstgewerbemuseum, Berlin (illustrated by M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain* (2008), fig. 256.1; and by U. Pietsch / C. Banz, *Triumph der blauen Schwerter* (2010), no. 168). Other parts of the same or closely similar service were sold by the executors of the late Prince S.A. Radziwill at Christie's London, 4 July 1977, lot 170; and from the Kramarsky Collection, Christie's New York, 30 October 1993, lot 31 (of which a small two-handled bowl and cover is now in the Arnhold Collection, New York (Cassidy-Geiger, op. cit., no. 256). A pair of small ecuelles, covers and stands is in the Louvre Museum, Paris (since 1884, inv. nos. TH582 and TH583). A coffee pot and cover, of which the spout, handle and applied flowers are covered in oxidised silver, is in the Grassi Museum, Leipzig (Dieter Gielke, *Meissener Porzellan des 18. und 19. Jahrhunderts* (2003), no. 274. A small two-handled bowl and cover is in the Museo Giuseppe Gianetti, Saronno (L. Brambilla Bruni, *Porcellane di Meissen* (1994), no. 109).





44

A VERY RARE MEISSEN PLATE FROM THE 'BLACK- AND GOLD-STRIPED' SERVICE, CIRCA 1740

Superbly painted in the manner of A.F. von Löwenfinck, the centre of the well with a landscape vignette depicting a *Fabeltier* or fantasy animal flanked by flowers, a gold and black-striped border around the edge of the well, the brown-edged, wavy rim painted in enamels and gilding with a continuous landscape scene depicting chinoiserie figures heightened in gilding, 23.5cm diam., crossed swords mark in underglaze-blue, impressed numeral 16

£30,000 - 50,000

€34,000 - 57,000

US\$38,000 - 63,000

Provenance

Baron L. de Zoubaloff, Moscow;
 Confiscated from the above by the Soviet Government in 1917 and sold at Rudolph Lepke, Berlin, 18-20 October 1930, no. 858;
 The Collection of Otto and Magdalena Blohm, Sotheby's London, 25 April 1961, lot 428;
 Anon. sale, Sotheby's London, 27 November 1979, lot 26;
 The Collection of Andreina Torre, Christie's Geneva, 16 November 1992, lot 182

Literature

R. Schmidt, *Early European Porcelain as collected by Otto Blohm* (1953), colour plate 9, no. 25-g

The plate is part of a table service and matching tea and coffee service, variously dated between 1735-40, of which a large portion was until 1917 in the possession of Baron de Zoubaloff in Moscow. It has been suggested (U. Pietsch, *Johann Gregorius Höroldt* (1996), p. 230) that the service may have been delivered to the Russian Court. The painting on some pieces has been attributed to Adam Friedrich von Löwenfinck, who left the Meissen manufactory in 1736, though the presence of impressed numerals on some pieces proves that at least some of the service must date to 1739 or later.

Most of the service remains in the State Museum of Ceramics in Kuskovo Palace in Moscow and a massive charger is in the Hermitage collection in St Petersburg; see U. Pietsch, *Phantastische Welten* (2014), nos. 77-127. Six plates from the service in two sizes were sold by the Soviet government at auction in Berlin in 1930 (Rudolph Lepke, Berlin, 21-22 October 1930, lots 858-863), of which one is now in the Arnhold Collection, New York (M. Cassidy-Geiger, *The Arnhold Collection of Meissen Porcelain 1710-50* (2008), no. 182). A plate of the same, slightly smaller size from the same service was sold in these Rooms from the Hoffmeister Collection, 24 November 2010, lot 40.





45

A MEISSEN ARMORIAL WASTE BOWL FROM FOSCARI SERVICE, CIRCA 1740

Decorated with the coat-of-arms supported by putti against a superbly painted continuous *Kauffahrtei* scene depicting merchants and their wares at a quayside and ships in a harbour, a puce camaieu landscape scene within circular double line borders to the interior, gilt foliate scrollwork border to the inside rim, gilt band to the footrim, 16.7cm diam., crossed swords mark in underglaze-blue, four gilt dots and impressed Dreher's mark of two circles for Johann Gottlieb Kühnel (ground shallow chip to rim)

£6,000 - 8,000

€6,800 - 9,100

US\$7,600 - 10,000

Provenance

With J.J. Klejman Gallery, New York;
 Frederick J. and Antoinette H. Van Slyke Collection, Baltimore,
 Maryland, sold Sotheby's New York, 26 September 1989, lot 109;
 With Angela von Wallwitz, London

Literature

M. Cassidy-Geiger (ed.), *Fragile Diplomacy* (2007), p. 227, fig. 10-39

Exhibited

Baltimore, Maryland, The Walters Art Gallery, 1954-56;
 New York, The Bard Graduate Center, 'Fragile Diplomacy: Meissen
 Porcelain for European Courts, ca. 1710-63', 15 November 2007 to
 10 February 2008, cat. no. 59

The Foscari family provided the longest-serving Doge in the history of Venice, Francesco Foscari, who was Doge from 1423 until he was forced to abdicate in 1458. This service may have been supplied to a later Francesco Foscari (1704-1790), a historian, lawyer and diplomat, who was envoy to Pope Benedict XIV (also the recipient of a Meissen service), Constantinople, Vienna and St. Petersburg. Francesco Foscari was also the owner of the palace in which Crown Prince Friedrich Christian of Saxony resided during his visit to Venice in late 1739. Although Foscari was not the prince's host, the size of the latter's entourage necessitated the use of his palace, and this service may have been given as a mark of gratitude (M. Cassidy-Geiger, *Princes and Porcelain on the Grand Tour of Italy*, in *Fragile Diplomacy* (2007), p. 225, n. 128).

A saucer from the service was sold in these Rooms, 15 June 2016; lot 127, a teabowl from the service was sold from the Liane Richards Collection, Bonhams Knightsbridge, 13 April 2016, lot 1; and a cup and two saucers was in the Hoffmeister Collection, Bonhams London, 25 November 2009, lot 88.



**AN IMPORTANT MEISSEN BUST OF THE HOLY ROMAN
EMPEROR CHARLES VII, CIRCA 1742**

Probably modelled by J.J. Kaendler and Peter Reinicke, wearing a laurel wreath and ermine-lined cloak over a cuirass with lion heads at the shoulders, on a canted, waisted rectangular pedestal moulded with a circular cartouche at the front above the inscription 'CAROLUS VII', 37.7cm high, traces of crossed swords mark in underglaze-blue to rear of base (chips to rear edge of base)

£60,000 - 80,000

€68,000 - 91,000

US\$76,000 - 100,000

Provenance

The Collection of the Counts Waldstein, Dux Castle, Bohemia;
Nationalised, circa 1945, thereafter in Hirschberg Castle, Bohemia;
Rudolf Just Collection, Prague (acquired at Galerie Horejs in Prague in
May 1949 and probably sold by 1967);
Anon. sale, Christie's London, 25 February 1991, lot 173

Exhibition

New York, The Bard Graduate Center, 'Fragile Diplomacy', 15
November 2007-10 February 2008, no. 99

This is the only example of this bust recorded in the literature.

Literature

Gustav Pazaurek, Keramik im Nordböhmischen Gewerbe Museum
Reichenberg, in Mitteilungen des Nordböhmischen Gewerbe Museums
23 (1905), p. 113;
Rudolf Just, 'Die Kaiserbüsten von Kändler', in Mitteilungsblatt der
Keramikfreunde der Schweiz 42 (1958), pp.15-16, ill. 18;
Johanna Lessmann, Meissen Porcelain for the Imperial House in
Vienna, in M. Cassidy-Geiger (ed.), Fragile Diplomacy Meissen
Porcelain for European Courts ca. 1710-63 (2007), p. 134;
M. Cassidy-Geiger, The Arnhold Collection of Meissen Porcelain 1710-
50 (2008), p. 241, n.10





Rudolf Just (1895-1972), c. 1930s

See Lessmann (2007), pp. 119-134, for a comprehensive discussion of the series of Meissen busts commissioned in 1744 by the Electress of Saxony and Queen of Poland, Maria Josepha, as a monument to the Habsburg dynasty and its rise to imperial rank (Lessmann, p. 119). With the exception of the present lot, all of the busts depict Habsburg rulers (twelve emperors and five kings). Lessmann notes (p. 119) that it is quite possible that the impetus for the commission came from the court in Vienna; Archduchess Maria Amalia, the Empress Maria Theresia's sister, visited the Meissen manufactory in March 1744 together with her husband, Karl Alexander of Lorraine. The first mention of the busts in the Meissen manufactory work reports is in April 1744 and the last in December 1747 (only nine are specifically referred to).

It remains unclear why and when the bust of Charles VII was commissioned. Rudolf Just noted (p. 16) that, as a Bavarian Wittelsbach, Charles VII did not belong to the series of busts of Habsburg rulers, and concluded that it may have been commissioned because the Holy Roman Emperor was married to Maria Josepha's sister and so was a brother-in-law of Maria Josepha and Augustus III. Johanna Lessmann has discussed the anomalous status of the bust in more detail (pp. 122-123), observing that - because of the precarious state of relations between Charles VII, the Habsburg and Saxon/Polish courts - it is unlikely that the bust of the Emperor could have been created much later than early 1742, and raises the possibility that it might have been commissioned to mark his coronation in February 1742, possibly even as a gift from Augustus III. Another possibility, perhaps less likely, is that the bust was commissioned following the Emperor's death on 20th January 1745. Charles VII's successor as Elector of Bavaria, Maximilian III Joseph, concluded a peace treaty with Austria that was signed on 22 April 1745 in Füssen, in which he abandoned his father's claim to Bohemia and recognised the Pragmatic Sanction of 1713. In return, the Austrians acknowledged the legitimacy of Charles VII as Holy Roman Emperor.

Charles VII

Karl Albrecht of Bavaria (1697-1745) was elected Holy Roman Emperor on 24 January 1742, the first non-Habsburg emperor for three centuries. He married the younger daughter of the Habsburg Emperor Joseph I, Maria Amalia, in 1722. In 1726, he succeeded his father as Elector of Bavaria, while also harbouring ambitions to the imperial throne. To this end, after the death of Charles VI in 1740, he rejected the Pragmatic Sanction of 1713 and allied with France and Spain against Austria in the Wars of the the Austrian Succession. During his short reign that was mostly spent in Frankfurt, Charles VII never gained effective control of Bavaria let alone the Holy Roman

Empire. In order to buttress his claim to the imperial throne, Karl Albrecht, engaged the architect François Cuvilliers to design the sumptuous state apartments in the Munich Residence (the so-called "Rich Rooms"), which were furnished with the most precious furniture and decoration, as well the Amalienburg in the park of Nymphenburg, among the highest achievements of the Rococo style.

Notes on Provenance

The oldest and largest collection of ceramics in Bohemia was housed in the palace of the Counts Waldstein at Dux (Duchov) in Bohemia adjoining the library, for which Casanova was responsible in the fifteen years up to his death in 1798. Goethe visited the palace in 1813, and the following year Count Franz Adam Waldstein arranged for the historic pieces to be exhibited as a collection. A guide to the palace at Dux was published in the early 19th century - an indication of its popularity - that refers to collections of Chinese and Japanese porcelain and Italian maiolica. It is likely that the series of twenty-two Meissen busts (including the present lot) were in the possession of the Waldstein family shortly after their creation. Augustus III visited Dux in 1739 and purchased much of the paintings collection in 1741. According to Rudolf Just ('Unbemaite Augustus-Rex Vasen', in *Mitteilungsblatt der Keramikfreunde der Schweiz* 48 (1959), p. 28), much of the European pottery and Chinese and Japanese porcelain from the collection survived the Second World War, whereas little of the European porcelain remained. Twenty of the Meissen busts were sold by the Czechoslovakian State in May 1949, of which twelve were acquired by the Decorative Arts Museum in Prague, where they remain.

The Prague collector, Rudolf Just (1895-1972), acquired six of the Meissen busts in 1949. He was the last of a great tradition of Central European collectors of the decorative arts that includes such renowned connoisseurs Adalbert von Lanna, Wilhelm Gumprecht and Gustav von Gerhardt. He was a scholarly and obsessive collector, who famously inspired the fictional collector of Meissen porcelain in Bruce Chatwin's novel *Utz* (1988). He sold three of his Meissen busts (including the present lot) in 1967; two were acquired by Peter Ludwig and are now exhibited in Bamberg (R. Hanemann (pub.), *Goldchinesen und Indianische Blumen* (2010), nos. 84). The other three were sold together with the remainder of his collection by Sotheby's Olympia, 11 December 2001, lots 145-147.





47

**A MEISSEN GOLD-GROUND COFFEE POT AND COVER,
CIRCA 1747**

Of quatrelobe baluster form, reserved with a panel on each side finely painted in green *camaiéu* with a Watteauesque scene depicting, on one side, Pierrot and a lady standing by an obelisk in a park setting, the reverse with a seated lady with a child, the gilt ground reserved with green flowers, the handle gilt, the cover similarly decorated, 22.5cm high, crossed swords mark in underglaze-blue (finial restored, flat chip to edge of spout (gilding retouched) (2)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

The sugar box, teapot and milk jug and covers from the same service were in the Gustav von Klemperer Collection, Dresden (published by L. Schnorr von Carolsfeld, *Porzellansammlung Gustav von Klemperer* (1927), nos. 229-231). The sugar bowl and cover was restituted to the heirs by the Staatliche Kunstsammlungen Dresden in 1991 and sold by Christie's London, 20 September 1991, lot 151.

The depiction of the of the seated lady playing a tambourine and a child is based on a print by Pierre Dupin after Antoine Watteau, *La Danse Chapestre*, 1726-35 (published by C. Bodinek, *Raffinesse im Akkord*, vol. II (2018), no. 391. The depiction of Pierrot and Columbine is based on a print by F. Boucher after Watteau, *La Coquete*, 1727 (Bodinek 2018, no. 405).





48

A MEISSEN OVAL TUREEN, COVER AND STAND, PROBABLY FROM THE SERVICE FOR THE MARQUIS D'ARGENSON, CIRCA 1745-47

Each moulded with the 'Gotzkowsky-Relief' pattern of panels of flowers alternating with finely painted flower sprigs, the stand with a moulded wreath enclosing a painted flower, and further scattered flowers and gilt-edged scroll handles, the tureen raised on four gilt-edged scroll feet and with handles composed of a lemon and asparagus and a quince, respectively, secured by an elaborate gilt-edged moulded scroll, the finial composed of a lime and two artichokes with similar gilt-edged scrolls, the interior of the tureen and cover gilt, *the stand: 45.1cm across; the tureen and cover: 28cm high* crossed swords marks in underglaze-blue, impressed numeral to stand (some restoration) (3)

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

With E. & H. Manners, London

Literature

S. Schwarz/J. Munger, Gifts of Meissen Porcelain to the French Court, 1728-50, in M. Cassidy-Geiger, *Fragile Diplomacy* (2007), p. 153, fig. 7-19

Exhibited

New York, The Bard Graduate Center, 'Fragile Diplomacy: Meissen Porcelain for European Courts, ca. 1710-63', 15 November 2007 to 10 February 2008, cat. no. 154

The present lot corresponds to the description of a large gift of Meissen porcelain given in January 1747 to the French foreign minister, René Louis de Voyer, marquis d'Argenson. For a detailed discussion, see Selma Schwarz (*Literature*), pp. 153-155: the gift included an extensive dinner and dessert service "with flowers in relief under the glaze and reserves painted with natural flowers, also gold rims", as well as 120 white figures and 46 vases for the dessert table and four vase garnitures (p. 153). The specification of the service included six oval tureens and stands (quoted on p. 346). The lavish service was part of an exchange of gifts between Count Brühl and the marquis d'Argenson that coincided with the negotiation of the marriage of Maria Josepha of Saxony to the Dauphin. D'Argenson had wished expressly for a gift of porcelain without his coat of arms, perhaps because he intended to sell the service (p. 154).



49

A MEISSEN DESSERT PLATE FROM THE 'JAPANISCHES TAFELSERVICE' FOR FREDERICK THE GREAT OF PRUSSIA, CIRCA 1763

Painted in the centre with a vignette depicting a leopard within a blue feathered border around the well, the pierced and spirally-moulded rim with a yellow-ground trellis border edged with puce scrollwork, gilt-edged rim, *24.3cm diam.*, crossed swords mark in underglaze-blue, impressed numeral 56 (tiny chip to footrim)

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 38,000

Provenance

Augustus Tulk (1810-1873);

Sold by order of the Governors of the Sir William Perkins Educational Foundation, Christie's, London, 2nd October 1978, lot 108;

A Highly Important Private Collection of Meissen and Continental Porcelain, Christie's London, 11 December 2007, lot 106

In the final months of the Seven Years War, before the Peace of Hubertusburg on 15th February 1763, Frederick the Great ordered the last and best-documented of his six large table services from the Meissen manufactory for the '*Chinesisches Haus*' in the park of Sanssouci. For a detailed discussion of Frederick the Great's Meissen porcelain orders and requisitions, see Samuel Wittwer, *Friedrich der*

Große und das Meißener Porzellan, in *Keramos* 208 (2010), p. 17-81. The Prussian king gave very detailed instructions for the design of the service, in written instructions to Johann Joachim Kaendler on 11th November 1762, and subsequently in person, with the aid of drawings by his own hand. Kaendler left a detailed record of the king's instructions to him, from which we know, in addition to the title of the service, that the shape was based upon a French silver plate, that it should appear both '*etwas antique*' (somewhat antique) as well as '*muschlicht* (shell-like), that it should have a yellow 'mosaique' border, and that it should be painted with '*Indianische Thiere und Vögel*' ('Indian' or exotic animals and birds) [quoted by Wittwer 2010, pp. 64-65].



Samuel Wittwer has demonstrated how Frederick's unusual design was in keeping with the spirit of the Chinese House in Potsdam for which it was intended: making light of the European fashion for Chinoiserie (Wittwer 2009, pp. 39-43). Of all the services that Frederick commissioned or acquired at Meissen, the 'Japanese Service' is perhaps the one that reflects the Prussian king's sophisticated taste most closely. It also serves as a reminder of the way European chinoiserie taste evolved over the course of the 18th century.

In addition to the pieces mentioned in the literature (see above), three plates and a dessert plate were in the von Dallwitz Collection, Berlin (destroyed in 1945). A plate was sold at Christie's London, 10 July 2007, lot 128; another was sold in these Rooms from the Hoffmeister Collection, 25 November 2009, lot 102. Two further fragmentary plates from the von Klemperer Collection were sold in these rooms, 8 December 2010, lot 70. A dessert plate was sold at Christie's London, 11 December 2007, lot 107, and four further dessert plates were sold at Sotheby's London, 4 May 2017, lots 163-166.

Andreas Ludwig Krüger, Schloss Sanssouci,
circa 1781, copyright H. W. Fichter
Kunsthandel, Frankfurt







NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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 you as 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*, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*'s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without 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. The *Condition Report* represents *Bonhams*' reasonable opinion as to the *Lot*'s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* 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.

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*'s agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*' discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 *Lots* 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 in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	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 issued in the name of the Buyer (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 issued in the name of the Buyer (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.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFFRA 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

In 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 attempt to detail, as far as practicable, 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.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked 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.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- 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 on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in

		<p>8.1.5 to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;</p> <p>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;</p>
<p>3.2 Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been <i>Bonhams</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i>.</p>	<p>7 COLLECTION OF THE LOT</p> <p>7.1 Unless otherwise agreed in writing with you by <i>Bonhams</i>, the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i>.</p> <p>7.2 The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i>.</p>	<p>8.1.7 to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;</p> <p>8.1.8 to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;</p>
<p>4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</p> <p>4.1 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p> <p>4.2 The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.</p>	<p>7.3 You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers'</i> agreement set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.</p> <p>7.4 You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.</p> <p>7.5 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>8.1.9 to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i>; and</p> <p>8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.</p>
<p>5 RISK, PROPERTY AND TITLE</p> <p>5.1 Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i>, with whom you have separate contract(s) as <i>Buyer</i>. You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.</p>	<p>7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i>. All such sums due to the <i>Seller</i> will be payable on demand.</p> <p>8 FAILURE TO PAY FOR THE LOT</p>	<p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.</p>
<p>5.2 Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i>.</p>	<p>8.1 If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i>, the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):</p>	<p>8.3 On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i>, after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i>, within 28 days of receipt of such monies by him or on his behalf.</p>
<p>6 PAYMENT</p> <p>6.1 Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>6.2 Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i>. Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by</p>	<p>8.1.1 to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;</p> <p>8.1.2 to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;</p> <p>8.1.3 to retain possession of the <i>Lot</i>;</p> <p>8.1.4 to remove and store the <i>Lot</i> at your expense;</p>	<p>9 THE SELLER'S LIABILITY</p> <p>9.1 The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>.</p> <p>9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term</p>

that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

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

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial

cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* *Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2	PERFORMANCE OF THE CONTRACT FOR SALE	or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.	paragraph 4.2. These storage fees form part of our Expenses.
	<p>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.</p>		
3	PAYMENT AND BUYER WARRANTIES		
3.1	<p>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:</p>	3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:	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.
3.1.1	the Purchase Price for the Lot;	3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;	
3.1.2	a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and	3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;	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.
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.	3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;	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.
3.2	You must also pay us on demand any Expenses payable pursuant to this agreement.	3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and	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.
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.	3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.	
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.	3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.	5 STORING THE LOT
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.		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 3, 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.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.		
3.7	Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.	4 COLLECTION OF THE LOT	
3.8	You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:	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, and once we have completed our investigations under paragraph 3.11 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.	6 RESPONSIBILITY FOR THE LOT
3.8.1	the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or	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.	6.1 Title (ownership) in the Lot pass to you on payment of the Purchase Price to us in full in cleared funds, although we reserve the right not to release the Lot to you until our investigations have been completed to our satisfaction under paragraph 3.11.
3.8.2	located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.	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.	6.2 Please note that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.
3.9	You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion	4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in	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 unless otherwise provided below), 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;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;				
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;				
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
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;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) 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 <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
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 <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , 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 <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:	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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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	10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	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.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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		

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

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

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"**Bidder**" Any person considering, attempting or making a Bid, including those who have 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 "indemnity" is construed accordingly.

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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