



## Important Design

New Bond Street, London | Wednesday 27 November 2019 at 2pm

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Sunday 24 November 11am to 3pm Monday 25 November 9am to 4.30pm Tuesday 26 November 9am to 4.30pm Wednesday 27 November 9am to 11am

#### **SALE NUMBER**

25305

#### **CATALOGUE**

£25.00

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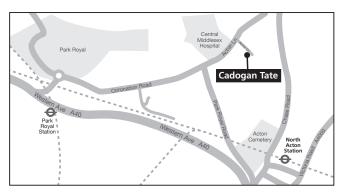
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- † VAT 20% on hammer price and buyer's premium
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### London















Astrid Goettsch Senior Sale Coordinator

Michael Lake MRICS Sculpture, Clocks & Works of Art

Thomas Moore Furniture

Helena Gumley – Mason Carpets & Tapestries

Ellis Finch Silver

Miles Harrison Silver

Michael Moorcroft Gold boxes & Vertu



1 (details)



1 (base)

#### A VICTORIAN 18 CARAT GOLD BOX

Charles Reily & George Storer, London 1845 Rectangular form with gently waisted sides, the cover richly engraved with foliate scrolls and a marquess' coronet, the sides with pastoral vignettes, the base spectacularly engraved with a harbour-side scene, length 8.7cm, weight 185gms.

26,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000





## A GEORGE III IRISH GOLD FREEDOM BOX

William Reynolds, Cork circa 1780

Oval form, the hinged cover engraved with the Cork arms surrounded by foliage and bright-cut engraving, the sides with beaded borders and engraved foliate swags, length 9cm, weight 171gms.

£20,000 - 30,000 €23,000 - 34,000 US\$25,000 - 38,000

A further gold Cork freedom box by Reynolds is in the National Maritime Museum, London (PLT0744).



#### A LATE 18TH / EARLY 19TH CENTURY MICROMOSAIC AND GOLD-MOUNTED **PORPHYRY BOX**

Circular, the cover mounted with a fine micromosaic panel depicting the Piazza san Pietro, within a stiff leaf frame, with fluted gold mount, the base with a chased guilloche mount with single mark to the interior, with original leather carrying case bearing the collection number '55', diameter 6.8cm.

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000





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

US\$2,500 - 3,800

### A FRENCH 18 CARAT GOLD AND **ENAMEL COMPACT**

engraved 'Lacloche Frères', import marks for Lacloche Frères, London 1922, French marks for Paris 18 carat gold, maker's mark of Strauss, Allard & Meyer

Rectangular with cusped corners, the front and back with red enamel panels with black sides, the front panel decorated with a Japanese landscape scene and a platinum diamond-studded shou symbol, the pearl thumb-piece pushing in to reveal a mirror, a powder section and lipstick holder with black enamel petals, length 8.7cm, weight total 172gms.

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000

In Chinese tradition, happiness (fú 福), prosperity (lù 禄) and longevity (shòu 寿) are the three attributes of a good life. The symbols were often used to decorate objects of vertu by the major jewellery houses of the early 20th century.



## AN EARLY 19TH CENTURY FRENCH **GOLD BOX**

Joseph-François Marcillac, with unofficial postrevolutionary Paris marks for 18 carat gold 1798 - 1838 and the 18 carat and restricted warranty marks for Paris 1819 - 1838 Curved rectangular form, the two ends chased with urns and foliate scrolls, the sides with engine-turned decoration, length 7.7cm, weight 75gms.

£3,000 - 4,000 €3,400 - 4,500 US\$3,800 - 5,000





AN EXTRAORDINARY SILVER, GOLD AND HARDSTONE FISHBOWL SCULPTURE

by Tétard Frères, Paris circa 1920

Shaped as the outline of a glass fishbowl, the interior filled with a fantastical collection of fresh water and salt water creatures, including agate goldfish, ivory and mother-of-pearl angel fish with silver bubbles rising from their mouths, an ivory seahorse and frog, mussels and a starfish, set amongst silver and gold reeds and corals, attached to a nephrite base and composite stand, the whole supported on silver base with four mermaids with ivory and mother-of-pearl tails, height 34cm.

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

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### A VICTORIAN SILVER-MOUNTED **CLARET JUG**

Sampson Mordan overstamping the mark of Alexander Crichton, London 1881 Modelled as a duck, the silver head and tail mounts with feather-effect chasing, the head hinging open, with gilt interior, length 25cm.

£3,000 - 4,000 €3,400 - 4,500 US\$3,800 - 5,000

#### THE PROPERTY OF A PRIVATE **EUROPEAN COLLECTOR;** 'THE SEAWOLF COLLECTION'

#### A VICTORIAN ARTS AND CRAFTS SILVER DISH

Gilbert Marks, London 1899, Britannia standard, also signed 'Gilbert Marks 1899' Shaped oblong form, embossed and chased in high relief with poppy flower heads and pods among large leaves, length 44cm x 30cm, weight 37.6oz.

£2,500 - 3,500 €2,800 - 4,000 US\$3,100 - 4,400

#### Provenance

The Seawolf Collection.

Published in 'The Seawolf Collection, a personal touch, late 19th and 20th century silver', illustrated on pages 68-69, published by Rotterdam: Museum Boijmans Van Beuningen: NAi Publishers in Association with Veena Duncker, VD Private Collections, Munich, 2003. Published to accompany a travelling exhibition.





#### A PAIR OF LATE GEORGE III BRASS MOUNTED ROSEWOOD, SATINWOOD CROSSBANDED AND SYCAMORE LINE-INLAID LOW CORNER DISPLAY CABINETS

Circa 1800, each of curved L-shaped form, inlaid with stringing, the overhanging top above three wirework panels incorporating one central door, interspersed by four ring turned columns, enclosing a mirrored back and a mirror-inset panel to the long end, on six ring turned tapering legs, terminating in brass sabots, some losses to wirework, 123cm wide x 51cm deep x 108cm high, (48in wide x 20in deep x 42 1/2in high) (2)

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000

#### Provenance

By family repute the present lot previously belonged to Henry and Sophia Hulton who resided at Bevois Mount House in Southampton during the period 1808-1840. Henry and Sophia Hulton were the ancestors of David Cameron, who served as Prime Minister between 2010-16. Thenceforth the current cabinets passed by descent to the current vendor's family.

Bevois Mount House was built in 1723 following the instructions of Charles Mordaunt, the 3rd Earl of Peterborough. The Earl, by marrying the opera singer Anastasia Robinson the previous year, was in fact the first aristocrat in Britain to ever marry a stage performer. Mordaunt, who had a generous spirit and inquiring mind, naturally sought the

company of individuals with similar interests and intellectual abilities. As a result of this a wide variety of lauded contemporary figures visited Benois Mount House, included among these were the literary and philosophical giants: Alexander Pope, Jonathan Swift, Voltaire and Thomas Gray.

Of the many renowned people who visited the Earl of Peterborough at his Southampton property it appears Alexander Pope was the most frequent and seemingly most revered guest. It certainly helped that Pope, the creator of "The Dunciad" and "The Rape of the Lock", shared a passion for horticulture and also befriended the opera diva Anastasia Robinson who was the Earl's wife. With Pope's close collaboration, Mordaunt was even motivated to replace a gravel-filled hill with idyllic gardens lined with paths, one of which was later called 'Pope's Walk' in homage to the great poet. In 1734, while Pope was staying at Bevois Mount, which he had previously referred to as 'beautiful beyond imagination', he wrote a letter to the Earl of Oxford in which he described the estate as having:

"... the best Sea fish and River fish in the world, much tranquility, some Reading, no Politiques, admirable Melons, an excellent Bowling-green and Ninepin alley...'

And Pope also detailed the summerhouse at Bevois Mount in another letter to Arbuthnot during the same year:

I write this from the most beautiful Top of a Hill I ever saw, a little house that overlooks the Sea, Southampton & the Isle of Wight; where I study, write, and have what Leisure I please.'



Sadly, Pope's return to Bevois the following year was under completely changed circumstances. Both he and the Earl were in very poor health. Pope, who most of his life had a twisted body resulting from a tubercular disease that he had contracted when young, was suffering greatly and found it a struggle to travel. While the Earl, who had endured an unsuccessful operation to counteract a bout of the kidney stone, had asked his old friend to visit for the sake of some good company. Tragically Pope recounts the great pain and discomfort suffered by Charles Mordaunt in various letters he composed at that time.

Following Mordaunt's death in October 1735, Pope, who had pledged to the Earl that he would come back to the Estate in order to complete the landscaping works and maintain his friendship with Lady Peterborough. certainly fulfilled this vow up until his final trip to Bevois in 1740. Also the poet wore a watch, which had been given to him by the Earl, for the remainder of his own life, even having it appropriately inscribed in honour of Mordaunt. The watch itself had originally belonged to Victor Amadeus II, King of Sardinia, before the latter had gifted it to the former.

The House and its interior is wonderfully evoked in a passage taken from a publication called The Sporting Magazine in 1804:

'The approach to this earthly paradise is a noble lofty stone gateway; at each extremity is a small colonnade, once adorned with two beautiful marble figures, representing Spring and Summer... After a short winding walk I entered the mansion in Mount Bevois, celebrated

for its internal beauties and conveniences. In the front parlour, I found four good marble statues - Bacchus, Apollo, Diana and Meleager with a picture said to be original portraits of Columbus and his sons... some very valuable Roman remains, one of which, an altar piece, i send for your amusement.' https://bevoismounthistory.weebly.com/

Charles Sotheby, who was one of the midshipmen involved in the Battle of the Nile which took place in 1798, was another celebrated historical figure born at Bevois Mount. Towards the end of his lifetime of service within the Royal Navy, Sotheby attained the rank of Rear Admiral following notable involvement in both the Anglo-Turkish Wars and the Napoleonnic Wars, as well as participating in various campaigns to combat piracy.



(the top)

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#### A LARGE GEORGE III MAHOGANY **BREAKFRONT BOOKCASE**

Circa 1765, the pierced gothic cusped arched pediment above a reverse ogee and stepped moulded cornice, with a Greek key frieze, over four geometric astragal glazed panelled doors enclosing twelve short adjustable shelves, with four re-entrant panel moulded doors below, enclosing four short adjustable shelves, on a moulded plinth base, the cornice/pediment later but probably 19th century, 323cm wide x 58cm deep x 265cm high, (127in wide x 22 1/2in deep x 104in high)

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

The astragal glazing bar pattern on the present lot is identical to the design for the astragals on a breakfront library bookcase which features in both the first and third editions of Thomas Chippendale's The Gentleman and Cabinet-Maker's Director, No. XC, and appears illustrated in Ibid, Dover Publications, 1966, New York. The date on the original drawing is 1753 however some variants of the offered model were doubtless also produced by Chippendale throughout the third quarter of the 18th century.

An image of the Thomas Chippendale design is available to view online at www.bonhams.com





13 TP

#### A STRIKING FLEMISH TAPESTRY FRAGMENT POSSIBLY **DEPICTING THE STORY OF ST CORNELIUS**

early to mid 18th century,

Woven in wool and golden thread, showing the Roman figure (possibly Cornelius) on the left as he kneels, turning towards the angel elevated on a cloud to the right of the frame, the scene taking place on a terrace framed by columns and swathes of rich curtain, with a verdant garden in the background, 187cm x 186cm

£5,000 - 8,000 €5,700 - 9,100 US\$6,300 - 10,000

Provenance Property of a Lady Cornelius, the centurion is believed to be the first Gentile to convert to Christianity. He was a soldier in the Cohors II Italica Civium Romanorum, stationed in Caesarea. When the angel of God appeared to him, he was instructed to send men to Joppa to find Simon Peter, one of Christ's disciples. Upon finding Simon Peter, Cornelius and all his men were baptized in accordance with Simon Peter's instructions. Some traditions credit Cornelius with becoming the first bishop of Caesarea, or of Scepsis, in Mysia.

Comparable iconography for this scene can be seen in paintings of the Dutch Golden Age (namely Gerbrand van den Eeckhout) or the English artist William Hamilton. Both of these artists show the story from Chapter 10 of the Acts of the Apostles with the angel appearing to Cornelius while he is studying. The similarities between these scenes and the present lot include classical architecture adorned with a long curtain, the young bearded Cornelius in Roman armour and the angel descending on a cloud. The present lot is a fragment of what would have been a larger tapestry. Therefore it is reasonable to assume that a table or lecturn would have been present in the original composition.





(details)





### A 17TH CENTURY CARVED ALABASTER FIGURAL GROUP **ALLEGORICAL OF AMERICA** probably Flemish

Formed as a maiden her head turned to dexter, adorned with a feathered headdress, sitting astride an armadillo, her feet crossed, holding a quiver, armadillo tail lacking, the quiver possibly once containing an arrow, 28cm high, 20cm wide, 7cm deep

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000

In the late sixteenth-century images of the Four Continents became fashionable subjects with the general public becoming synonymous with the exoticism and excitement of far flung countries. The New World, in particular, captured the public's imagination aided by the rise in popularity in atlases and topographical articles.

The present lot represents America as an allegorical warrior goddess or queen seated on an armadillo, depicted as a fierce and wolf-like armoured beast. This striking and dynamic group is directly modelled after a print (detail to the left) by Adriaen Collaert (Flemish, Antwerp, 1560-1618) itself taken from a original work by Maerten de Vos (Flemish, Antwerp, 1532-1603). Like the offered sculpture, the allegorical figure wears an elaborate headdress, holds a bow and arrow and sits on a larger than life armadillo with her feet crossed. It is likely that the tail (now lacking) was originally cast in metal, most likely iron or bronze, rather than alabaster due to the fragility of the soft stone.



Flemish 16th century print by Collaert after Vos (see footnote)





## ANGELO PIZZI (ITALIAN, 1775-1819): A GILT BRONZE FIGURE OF A ROMAN ORATOR

The figure clad in a heavily folded and draped robe, looking slightly to sinister, reading a scroll held in his left hand, his right hand extended in a typical oratorical gesture, the rear with engraved signature Angelo Pizzi, Milanese modello and with engraved inventory 1877.20-35., raised on a veined light brown marble moulded dwarf column base, 22cm high, 26.5cm overall

£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000

Angelo Pizzi (Milan 1775 - Venice 1819) was an Italian sculptor active in the Neoclassical style. A pupil of sculptor Giuseppe Franchi (Italian, 1731 – 1806), he completed the statues of Saints Matthew and Simon for the Duomo of Milan. He taught at the academies of Carrara (between 1804-7) and Venice (between 1807-19), and sculpted a bronze statue of Napoleon which is situated in the courtyard of the Brera Academy in Milan. The statue depicts Napoleon as a nude Roman Emperor wearing a laurel wreath and carrying a spear, drapery thrown over his shoulder.

Additionally, there is a further bronze statue, also probably by Pizzi, of Napoleon, partially dressed as an Emperor, also holding a spear, which can be seen in the Palazzo Archinto, Milan. It is likely that this example is a reduction and variation of the statue of Napoleon in the Brera Academy.

It has been suggested that the current lot depicts Napoleon Bonaparte fully clothed in the classical robes of an emperor such as Augustus, his hair cropped in the revolutionary fashion. The inventory number on the present lot, beginning 1877 - most likely the accession date, confirms that the figure was most likely part of a museum collection, although there is a possibility it relates to a group or pantheon of figures.





#### AN ITALIAN 19TH CENTURY RENAISSANCE REVIVAL HARDSTONE MOUNTED EBONY AND ENGRAVED IVORY MARQUETRY TABLE **CABINET BY GIOVANNI BATTISTA GATTI (1816-1889)**

Circa 1865, inlaid overall with Arabesques of entwined scrolled foliage, honeysuckle, dragons, birds, animals, flaming torches, urns of flowers and griffins, surmounted by a baluster gallery, the top inlaid with four figures allegorical of the cardinal virtues: Justice, Fortitude, Prudence and Temperance, each within a tablet, above a pair of panelled doors each centred by a roundel, one depicting an allegorical figure of painting and the other an allegorical figure of poetry, the borders interspersed by ovals of classical figures such as Hercules, Venus, Cupid and Bacchus, with eight angles inlaid with profile medallions of Ludovico Ariosto, Petrarch, Torquato Tasso, Dante, Titian, Raphael, Michelangelo, Leonardo encompassed by malachite and lapis lazuli cabochons, enclosing fifteen walnut lined drawers encased within a lockable removable box with two secret catches, with rounded angles and panelled sides, each side inlaid with tablet angles showing birds of various types within landscapes, the reverse with six small and three large inlaid tablets, each small one centred by a Green Man mask, with a printed label which reads: 'GIO.BATT.GATTI. Fabrica mobili di lusso facendo sui di essi in tarsia fiori, figure, ornati ed arabeschi, detti all Raffaello... ROMA, Via degli Angeli Custodi, No. 30, 90cm wide x 41cm deep x 69cm high, (35in wide x 16in deep x 27in high)

£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000

#### Provenance

It is highly probable that the offered lot was either inherited or purchased by the parents of the current vendor during the interwar period, although unfortunately there is no documentation to substantiate this. However the aforementioned couple, who married in 1934, worked for Stanley Gudgeon - an auctioneer based in Winchester - so it seems likely that they would have had both the knowledge and discernment to acquire such an exquisite item.

A similar cabinet to the present lot, which was attributed to Gatti, sold Christie's, London, 22 September 2011, The Opulent Eye, lot 230. Another which is virtually identical to the offered example is illustrated in C. Payne, European Furniture of the 19th Century, p. 487. In Payne's view this model is 'almost the sibling' of an exceptional marguetry stipetto or bonheur du jour by Gatti, which won a first class medal at the Paris Exposition Universelle of 1855 and sold Bonhams, 18 September 1980, Good English and Continental Furniture, lot 134. This latter piece, along with another comparable version, likewise dated circa 1855, both also feature in Payne, Ibid, p. 469.

The Gatti model from Payne's book appears again in G. W. Yapp's Art Industry of 1879. Yapp's publication comprised 1,200 illustrations of mid-19th century furniture but had a particular focus on some of the finest examples from the 1851, 1855 and 1862 International Exhibitions. It is pictured in connection to Yapp in Pictorial Dictionary of British 19th Century Furniture Design, pp.'s 130 & xxxviii.

#### Giovanni Battista Gatti

G.B. Gatti was born in Florence where he became apprentice to the brothers Luigi and Angelo Falcini, who specialised and excelled in marquetry, before establishing a workshop of his own in Rome under the patronage of Cardinal Amant. Gatti was famed for his ebony and ivory intarsia, combining rinceaux ornament of stylised vines, urns and flowers, with cameo portrait medallions and Cinquecento strapwork. Gatti's furniture is often further embellished with the use of semiprecious hardstones such as the malachite and lapis lazuli medallions found on the offered item.

Gatti enjoyed the support of imperial, aristocratic and ecclesiastical patrons in Europe including the Austrian Emperor and the Duke of Hamilton. He was also popular amongst American industrial collectors such as Wright E. Post and William Gilstrap. Examples of his work are found in the Victoria and Albert Museum, in the Nelson-Atkins Museum in Kansas City and the Institute of Arts in Minneapolis. Gatti was awarded numerous prizes for his work at the International Industrial and Cultural Exhibitions during the second half of the 19th century: a First Class Medal in 1855 at the Paris Exposition Universelle, a Diplome d'Honneur in Paris 1867 and a Gold Medal likewise in Paris, 1878. He also received a prize at Vienna's Internationalische Ausstellung in 1873.

#### Literature

C. Payne, European Furniture of the 19th Century, 2013, Suffolk. Art Industry. Furniture, Upholstery and House Decoration. Illustrative of the Carpenter, Joiner, Cabinet Maker, Painter, Decorator and Upholsterer, ed. by G. W. Yapp, circa 1879. Pictorial Dictionary of British 19th Century Furniture Design, 1989, Suffolk.



(maker's label)



(profile view)



(interior view)







(profile view)

#### A PAIR OF ITALIAN LATE 18TH CENTURY GILT **VARNISHED SILVERED ('MECCA') CONSOLE TABLES**

possibly Venetian

Each with a shaped simulated marble top and a moulded edge, on a baluster turned column and large seated griffin form support, terminating in a shaped plinth base, 107cm wide x 72cm deep x 92cm high, (42in wide x 28in deep x 36in high) (2)

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000

#### Provenance

With Toynbee-Clarke Interiors, 95 Mount Street, London,

George Toynbee-Clarke founded the firm of Toynbee-Clarke Interiors, which he and his wife Daphne ran for 50 years — dealing for most of that time in antique wallpapers, and become famous in interior decorating circles around the world.

<sub>18</sub> \* TP Y

#### A GILT BRONZE, SILVERED METAL, AVENTURINE GLASS AND **BLUE COLOURED GLASS MOUNTED EBONY AND EBONISED** SIDE CABINET

adapted/constructed from 19th century elements

Of double bowed and breakfront outline, with an onyx top and a gadroon cast moulded edge, above a frieze mounted with a trailing branch issuing C- and S-scrolls, foliage and flowers, over a pair of panel mounted doors each with a central elongated arched panel mount inset with scrolled acanthus, floral, shell and lion mask mount hung with a ribbon-tied martial trophy pendant comprising fasces di combattimento, weapons, banners, trumpets, drums and a suit of armour above a floral bouquet and scrolled foliate mount, flanked by projecting canted angles, each inset with panel mounts, centred with a foliate wreath surmounted by a pair of birds, on foliate capped spiral reeded toupie sabots, with tortoiseshell veneered rear pilaster angles, some losses to the aventurine glass and some composition replaced segments to the blue coloured glass, restorations, 114cm wide x 45cm deep x 98cm high, (44 1/2in wide x 17 1/2in deep x 38 1/2in high)

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



(profile view)



#### A LARGE ITALIAN SILVER LIBRARY LAMP

Pietro Paolo Spagna, Roma circa 1830

The detachable oil reservoir with an acorn finial and mask leading to three lamp implements, the main stem formed as Ceres holding wheat and an urn, the base with gadroon and acanthus leaf decoration, the screen formed as two butterflies, height 85.5cm, weight 147oz.

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000





#### A LARGE ITALIAN SILVER COFFEE POT

Giovacchino Belli, Rome circa 1820

The handle formed as a standing greyhound with wood insulators, the finial of the lid formed as a monkey clutching grapes, the bird head spout with mask junction, the urn body with Bacchic frieze and floral swags, the four legs with lion paw feet, supported on a circular base with floral centre, height 46.5cm, weight 72.5oz.

£40,000 - 60,000 €45,000 - 68,000 US\$50,000 - 75,000





#### A PAIR OF ITALIAN SILVER CANDELABRA

Scheggi, Florence circa 1820

The removable four-light branch sections centred with Classical maidens, the tapering panelled stems decorated with floral swags, the weighted square bases with beading and floral embossing, height 55.5cm. (2)

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

22

#### A VICTORIAN SILVER EWER AND STAND

Stephen Smith, London 1866

The ovoid body embossed with a Classical chariot racing scene, with an elongated neck and hinged lid, the stand with an egg and dart border and a frieze of a Roman cavalry procession, height of ewer 46cm, diameter of stand 43.5cm, weight 112oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000



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



23

#### A 19TH CENTURY ITALIAN SILVER CHAMBERSTICK

Augusto Castellani, Rome circa 1881, designed by Michelangelo Caetani, scratch-engraved to the underside 'Roma, Augusto Castellani, 1865-1881'

Modelled as Lucifer seated on a bed of flames, his arms ready to hold a candle and his tail acting as handle, around him three devils kneel in supplication, their legs acting as the chamberstick's supports, length 20.5cm, weight 38oz.

£50,000 - 70,000 €57,000 - 80,000 US\$63,000 - 88,000

#### Provenance

Woolley & Wallis, 16th April 2013, lot 946.



The Castellani firm of jewellers and silversmiths was founded by Fortunato Pio Castellani (1794-1865) who opened his first workshop in Rome in 1814. Although he started off producing jewellery in the contemporary English, French and Swiss tastes, he went on to gain renown for 'archaeological jewellery' based on originals from the ancient world. He had been encouraged into this venture by his friend Michelangelo Caetani, Duke of Sermoneta and Prince of Teano (1804-1882).

A historian and polymath, Caetani had studied metalwork, drawing and sculpture as a young man, and went on to provide the company with many designs both for jewellery and silver. Perhaps the best-known of his non-jewellery designs is the series of devil and angel paper knives that were produced in wood, ivory and silver. As a scholar and expert on Dante, the imagery in the Divine Comedy made a strong impression and acted as inspiration for the designs of the paper knives and the chamberstick.

In the surviving ledgers from the Castellani archives there is a number of references to 'bugia diavolo' (devil chamberstick), 'portacandele Lucifero' (Lucifer candle holder) and other pieces with similar descriptions. Due to fact the some of these entries may refer to the same object getting carried over in annual stock-takes it is not possible to say accurately how many were made (although the current lot is the only known example). However, a number of details can be gleaned: the first reference appears in 1843 and the last in 1899; one entry includes in brackets 'Psrincilpe di Teano' (Prince of Teano), identifying him as the designer; two buyers are specifically named next to two of the entries (The King of Italy and a Count Osloufieff).

The dates scratched to the underside of the chamberstick ('1865-1881') seem likely to relate to the period during which Fortunato's son Augusto Castellani was in charge of the business: 1865 being the year his father died, and 1881 presumably being the year in which the chamberstick was made.



Paperknife designed by Caetani

#### A LARGE TABRIZ CARPET WITH ARDABIL DESIGN

North West Persia,

Woven in wools and silk, the rich madder field of flowering vines centred by a medallion with hanging lamp pendants, framed by a maroon border containing pistachio, ivory and light brown cartouches,  $668cm \times 404cm$ 

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

#### Provenance

Acquired by the present vendor's father. Thence by descent.

#### The Ardabil carpet:

The original carpet (now on display at the Victoria and Albert Museum) was made in the town of Ardabil in north-west Iran. It was here that Sufi leader, Shaykh Safi al-Din Ardabili, (ancestor of Shah Ismail, founder of

the powerful Safavid dynasty) was buried. Edward Stebbing, a British carpet dealer, bought the carpet then resold the piece to the Victoria and Albert Museum in 1893 for £2000. Designer William Morris advised the museum in the acquisition and said that the carpet was of "singular perfection ... logically and consistently beautiful.'

The central medallion is said to resemble the interior of the dome of the Sheikh Lotfollah Mosque in Isfahan. The two differently sized lamp motifs are now seen as an early use of graphical perspective. Some have suggested that when viewed from the end with the smaller lamp the two appear to be the same size. However there are some historians who argue that that there is no clear proof that graphical perspective was used in Iran during that period. Other historians and critics suggest that the carpet acted as reflection, and that the lamps mirror those hanging from the ceilings of mosques and shrines of the time.

Please note that this lot is subject to the US embargo on the import of carpets of Irianian origin, as of 06.08.18.





## 25 <sup>TP</sup>

#### AN IMPRESSIVE BAKSHAISH CARPET

North West Persia,

The light brown ground with overall design of geometric shapes and palmettes and flowers, set within alternating blue and brown borders, 350cm x 290cm

£12,000 - 15,000 €14,000 - 17,000 US\$15,000 - 19,000

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of 06.08.2018



(detail)



#### A REGENCY GOTHIC REVIVAL OAK BREAKFRONT DRESSING TABLE AFTER A DESIGN BY GEORGE SMITH

Circa 1810, surmounted by six spherical finials, the top comprising a central bay inset with two gilt-tooled leather inset slides opening to reveal six compartments, flanked by two raised end bays, with a central interlaced gothic blind fretwork facade below, comprising one dummy drawer above one drawer enclosing four pull-out cylindrical compartments encompassing a circular wash basin recess, flanked by two quatrefoil blind fretwork deep drawers, on six stiff-leaf capped spiral reeded tapering legs, 137cm wide x 57cm deep x 98cm high, (53 1/2in wide x 22in deep x 38 1/2in high)

£2,500 - 3,500 €2,800 - 4,000 US\$3,100 - 4,400 The offered lot is virtually identical to a design for a dressing table produced by George Smith, dated 1807, which features as plate 74 in Smith's seminal publication Household Furniture (1808). It is also illustrated in the chapter entitled 'The Gothic Taste', M. Jourdain & revised by R. Fastnedge, Regency Furniture, 1795-1830, 1965, London, fig. 49, p. 32. In light of the aforementioned it seems probable that the present dressing table was actually executed by George Smith, although there is no documentation to prove this.

An image of the George Smith design is available to view online at www.bonhams.com.

27 <sup>TP</sup>

#### A LARGE REGENCY POLLARD OAK AND PARCEL GILT DRUM TOP LIBRARY TABLE

Circa 1820, with bead-and-reel mouldings, the revolving circular top inset with a Greek key gilt-tooled leather writing surface, above four drawers and four dummy drawers, on a canted and flared triform column over a gadrooned collar, with a concave tripartite base and paterae angles, terminating in lotus-leaf carved and volute scroll hipped lion paw feet, diameter of the top: 155cm; 78cm high.

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800









#### A CHARMING FLEMISH VERDURE TAPESTRY

mid to late 18th century

The border containing various flora and fauna, the main field depicting a young family in a pastoral landscape, possibly creating a shelter amongst the trees and hedges, a city, partly in ruins, visible in the far distance, 282cm x 250cm

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

#### Provenance

In the 1980s, antiques dealer Miodrag Boskovitch, described the offered lot a tapestry from the the 18th century and worth 500,000 Belgian francs (approximately £11,000) By repute the present lot is said to have been woven by Aorès J.B. Huet "The Fowler," between 1755 - 1770.



(detail)

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



29 TP

#### A LATE 18TH CENTURY ENGLISH PAINTED PINE BABY HOUSE IN THE PALLADIAN STYLE

With later contents and internal decorations the double bayed house with drab painted faux dressed ashlar stonework, the arched panelled door set within a triangular pedimented moulded doorcase below a glazed arched window and flanked to either side by two pairs of glazed Venetian windows, the sides with similar trompe l'oeil painted Venetian windows, the flat roof with balustrade gallery and twin rear chimneys, the triple hinged front opening to four rooms, hall with staircase and first floor landing, each room later charmingly furnished and decorated and with working lights, together with a later cream painted pine stand. probably late 19th century, the frieze fitted with a single central drawer above a concave undertier on plain rectangular legs, the house: 93cm high, 106cm wide, 50cm deep, the stand: 108cm wide, 74cm high, 53.5cm deep (2)

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

#### Provenance

Property of a lady.

The house sold with a fragment of wallpaper and a border taken from one of the rooms prior redecoration.

The term 'baby,' in baby house is coined from the old English word meaning doll, but also refers to the small scale of the houses and their contents. European doll houses of the 16th and 17th century consisted of a cabinet display case with individual rooms containing detailed furnishings and accessories solely intended for adults. Fully furnished, they were worth the price of a modest full sized house. Slightly smaller houses, such as the present lot, with more realistic exteriors appeared in Europe in the 18th century.

The current house was most likely made by an estate carpenter, possibly imitating the owner's own house. The unusual use of a series of Venetian windows, some glazed and some painted, is a particularly idiosyncratic feature of the present lot. Nathaniel Lloyd's 'History of the English House, Architectural Press, London (1949)' includes illustrations of a house in Trumpington Street, Cambridge, which has two similar pairs of Venetian windows to the façade dated to circa 1750. In addition, a further illustration of a clapboard house near Rolvenden, Kent, has an almost identical pedimented door case dated to circa 1780. This possibly suggests that the carpenter who produced the house may have taken inspiration from houses of this type and could have resided in the South East of England or East Anglia.

The present lot also includes a fragment of wallpaper and a border frieze (marked in pen 'for Cornice') taken from one of the rooms, prior to re-decoration, together with a further fragment of a printed coat of arms also found in the house which includes in the design a game cock crest and the motto 'Sola Nobilitas Virtus' which may or may not be the arms of the original owners family.

30 TP

#### THE MOOR PARK WALLPAPERS: A SET OF FIFTEEN LATE 18TH **CENTURY CHINESE WALLPAPER PANELS**

Painted in colours on a taupe ground and later framed, the panels depicting various mountainous and watery landscape scenes with trees, flowering foliage, rockwork and buildings, including military and civilian figures within pagodas and pavillions, standing on terraces or in gardens, some seated in junks and dragon boats, all mounted within silvered moulded wooden frames, comprising three small panels: 48cm x 110cm, 52cm x 112cm and 72cm x 102cm, a set of three large panels, 234cm x 92cm, five other large panels of differing sizes: 230cm x 117cm, 234cm x 118cm, 235cm x 104cm, 234cm x 62cm, 233cm x 93cm, and four medium panels: 166cm x 82cm, 167cm x 80cm, 168cm x 104, 168cm x 132cm, (sizes all approximate including frames) 78cm high, 82cm wide, 36cm deep (15)

£30,000 - 40,000 €34,000 - 45,000 US\$38,000 - 50,000



By repute Moor Park Hertfordshire

With Toynbee-Clarke Interiors, Mount Street, London, c.2002 George Toynbee-Clarke founded the firm of Toynbee-Clarke Interiors, which he and his wife Daphne ran for 50 years - dealing for most of that time in antique wallpapers, and become famous in interior decorating circles around the world.

It is possible that this suite of papers were removed from Moor Park, Hertfordshire at the time when the house and grounds were sold by the Grosvenor family in 1919. Nevertheless no known public auction of the contents of the house occurred that year as was usually common during the sales of large country houses. However examples of furniture and furnishings are known to have been removed from the house by the Grosvenor family and dispersed to it various members after the death of the 2nd Baron Ebury in 1918.

Of note, a pair of George II gilt wood arm chairs, designed by Robert Adam, and made by James Lawson, c.1764, are known to have been sold by the 5th Baron at Christie's on 5th May 1942.

A photograph of the large dining room taken during the time of the 2nd Baron (c.1912) shows a suite of Chinese wallpaper which was removed from the house and is now in the permanent collection of the Victoria and Albert Museum. The decoration on the paper (c.1750) features a design of trees and plant forms growing out of pots together with birds, butterflies, lanterns and bird cages on a blue ground.

As Moor Park was a large and important house it is likely that other principle reception rooms, or least one of the 38 bedrooms within the house also featured Chinese wallpaper. Therefore the current lot may have been removed at the time that the contents was dispersed to members of the Grosvenor family.

Chinese wallpapers appeared for sale in Europe in the late 17th century as part of the larger trade in Chinese artefacts such as lacquer, porcelain and silks. Imported by the East India and Dutch East India companies these hand-painted papers, and the European 'chinoiserie' papers that they inspired set a fashion that endured throughout the 18th century into the 19th century and then again periodically in the late 19th and early 20th century centuries.

Most of the great houses of Europe had at least one room decorated with a Chinese paper, either original or imitation and by the end of the 18th century they could be found in more modest houses. Although



Moor Park in the 1780s

many of the earlier papers were used in state reception or bedrooms they were eventually considered equally suitable for more 'feminine' rooms such as private chambers, boudoirs and bedrooms.

Usually supplied in sets of 24 or 40 pieces the Chinese papers were often hung to form continuous murals decoration around the room and featured exotic subject matter which can be divided into three main categories - scenes of Chinese life and landscapes often depicting daily life and industry, flowering trees populated with birds, butterflies and insects and a hybrid form of the flowering tree papers also incorporating figures and sometimes pagodas and temples. The papers differed to those available made in Europe with their rich handpainted colours and fine detail. However, their cost in comparison to locally-made wallpapers meant that they were purchased and hung by the wealthy. As such they were highly prized furnishings so were often removed and rehung when necessary.

Interestingly the Chinese did not use painted wallpapers preferring plain papers. However, it was Chinese practice particularly in the trading ports of Canton and Macao to paste painted pictorial papers over windows. As such it could be that these papers were admired by European merchants which led the Chinese to produce similar decorations for export.

As Chinese papers were relatively expensive and orders for special designs or colourways could take upwards to two years to be delivered it was not surprising then that European manufacturers began to produced imitations.

Moor Park was built in 1678 for James Scott, 1st Duke of Monmouth. Upon his death, the property passed to his wife, Ann Scott. In 1752 the house was brought by Admiral Lord Anson who commissioned Capability Brown to oversee the re-design of the gardens. The house was purchased by Thomas Bates Rous, formerly of the East India Company and MP for Worcester. After a series of owners the estate was finally purchased by Robert Grosvenor, First Baron Ebury in 1828. In 1919, Lord Leverhulme bought Moor Park and commissioned golf course designer Harry Colt to lay out the courses that now surround the mansions. The house and golf club then passed into the procession of Hertfordshire Country Council.

#### Literature

Emile de Bruijn, Andrew Bush and Helen Clifford, Chinese Wallpaper in National Trust Houses, National Trust, pp.'s 1-48 Martin Pendrick, Moor Park, The Grosvenor Legacy, Riverside books 1989





















(10 of 15 panels showing not to scale - please refer to measurements in catalogue description)



#### A PAIR OF GEORGE III SILVER BOWLS FROM THE SUTTON SERVICE

Philip Rundell, London 1819 Shaped-oval form, with a border of acanthus and shells, with broad integral handles, chased inside with diaper panels and scrolls, centred with an applied coat of arms of Sir Richard Sutton, Baronet of Norwood Park, Nottinghamshire, length 45cm, weight 148.5oz. (2)

£3,000 - 5,000 €3,400 - 5,700 US\$3,800 - 6,300

Sir Richard Sutton (1798-1855), 2nd Baronet of Norwood Park, was the son of John Sutton (died 1801) by Sophia Frances Chaplin (died 1787). He succeeded to the baronetcy on the death of his grandfather Sir Richard Sutton 1st Bt. in 1802 when he was only four years old. He inherited extensive estates in Nottinghamshire, Norfolk, Leicestershire and London, including a large portion of Mayfair.

He was educated at Trinity College, Cambridge. Upon attaining his majority in 1819 his wealth increased considerably and he immediately married Mary Elizabeth Burton (1797-1842), daughter of Benjamin Burton of

Burton Hall, Co. Carlow. No doubt the present lot was ordered as part of the extensive plate commissioned to celebrate the wedding.

Sir Richard was a keen sportsman about whom it was said 'he never had an equal', and in addition was noted for his hospitality. Although asked to stand for parliament on a number of occasions he never entered politics, for which he was said to hold particular contempt. His chief interest was hunting at which he excelled. He had a liking for 'difficult' horses and first hunted with the Barton, becoming Master in 1822. He later hunted with the Cottesmore and then the Quorn from 1848, having bought Quorn Hall from the Oliver family. He also had a love for music and played the flute. He died in 1855 at his London residence, Cambridge House, 94 Piccadilly, and as a mark of respect the Quorn called off hunting for the day. His estates passed first to his eldest son John and then to his second son Richard, who was a keen yachtsman and challenged for the America's Cup in 1885.

Sir Richard was an influential patron of the Royal Goldsmiths Rundell, Bridge and Rundell from whom he commissioned numerous important works in silver. The sale of his collection was offered at Christie's, London, 31st March, 1976.



Sir Richard Sutton



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# AN EXTENSIVE VICTORIAN COBURG PATTERN SILVER FLATWARE SERVICE

George Adams, London 1845 With oyster heel, cartouches engraved with script initials, comprising:

24 table forks,

24 table spoons,

24 table knives with steel blades,

30 dessert forks,

30 dessert spoons,

30 dessert knives with steel blades,

18 teaspoons,

the following serving pieces:

a pair of basting spoons,

a pair of salad servers,

a serving spoon,

4 sauce ladles,

8 salt spoons,

a mustard spoon (1854)

a pair of fish servers (1857)

18 fish knives, (Francis Higgins & Son Ltd, London 1929), weight excluding knives with steel blades 423oz. (218)

£20,000 - 30,000 €23,000 - 34,000 US\$25,000 - 38,000

Coburg pattern was designed for Rundell, Bridge and Rundell in around 1810 and was originally made by Paul Storr.







A PAIR OF GEORGE III / IV SILVER WINE COOLERS

Philip Rundell, London 1819 / 1822

Campana form, with removable liners and collars, the handles formed as entwined vine branches stretching upwards to applied fruiting vine ornament, the bases with gadrooning, engraved with the arms and crests of Sir Robert Howe Bromley, the rim of foot impressed 'Rundell Bridge et Rundell Aurifices Regis Londini', height 26cm, weight 215.5oz. (2)

£25,000 - 35,000 €28,000 - 40,000 US\$31,000 - 44,000

# Provenance

Christie, Manson & Woods, London, Highly Important Old English Silver: property of Sir Rupert Bromley, 9th Bt., 29th November 1961, lot 23.

Sir Robert (1778-1857) was 3rd Baronet Bromley of East Stoke, succeeding his father, Sir George Smith, afterwards Bromley, in 1808. After entering the Navy in 1791 Sir Robert worked his way up through the ranks, becoming Vice-Admiral of the Red in 1848, of the Blue in 1851 and of the White in 1854.

The difference in the hallmarks dates can be explained by the numbers stamped on the various components of the wine coolers. The pieces hallmarked for 1819 are numbered either 1 or 2, and the pieces hallmarked for 1822 are stamped 3 or 4. This suggests Sir Robert bought a second pair in the same design three years after the first, and the various parts have since been mismatched.





(detail)



34 ҮФ

# A GEORGE III SILVER TRAY

Joseph Craddock and William Ker Reid, London 1819 Rectangular, with a shell and gadroon border and shell and scroll handles, the surface chased with floral decoration, engraved to the centre with an armorial shield, contained in a Victorian wood case with ivory plaque, length 74.5cm, weight 166.5oz.

£3,000 - 5,000 €3,400 - 5,700 US\$3,800 - 6,300



(detail)



# A PAIR OF GEORGE III SILVER ENTRÉE DISHES ON OLD SHEFFIELD PLATE STANDS

Philip Rundell, London 1819

Oblong, the domed covers with fluted bands, surmounted with reeded leaf embellished lion-mask bracket handles with flowerhead calyces and gadrooned borders, with two sets of engraved armorial achievements, the bases with gadrooned rims with leaves and shells, with engraved crests, on Old Sheffield plate two-handled stands with liners, on leaf and anthemion paw feet, length over handles of stand 42cm, weight of silver 153oz.

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800





(details)

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The second armorial achievement is that of the Smith family of Pickering, Upper Canada and later Preston, Northumberland England.

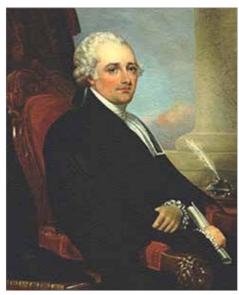
Sir David William Smith (1764-1837), 1st and only baronet. Born 4th September 1764 he was the only child of Colonel John Smith and Anne Waylen. Born in Salisbury, Wiltshire, Smith was educated under military tutors and was first a military officer, joining his father's regiment, the 5th Regiment of Foot (later the Northumberland Regiment) as an ensign in 1779.

Married first Anne O'Reilly esq. of Ballykilchrist co. Longford in 1788 and after short leave he was posted to Detroit under his father's command in 1790. Smith became a captain in 1795, the same year his father died whilst in command of Fort Niagara, North America.

In 1792 Smith was made acting deputy surveyor general and appointed surveyor general of Upper Canada in 1798. Retiring from the army he remained in Canada settling into civil appointments. Smith was an influential and wealthy man, established politician and businessman. He owned 20,000 acres of land in Ontario, owning half of the original land that contained the original city of Toronto. For nearly all his time in Upper Canada Smith was also a member of the House of Assembly.

In July 1802 Smith left Canada and returned to England after recurrent bouts of fever. The following year he became Land Agent for the Duke of Northumberland who had been colonel of his Old Regiment. Smith was created Baronet of Preston in 1821 which became extinct in 1837 when he died near Alnwick, Northumberland.

By his first marriage he had surviving issue: Mary Elizabeth (born 1793), Sarah and Anne. He married a second time in 1803: Mary Tylee of Devizes by whom he had an only daughter: Hannah.



Sir David William Smith, by Théophile Hamel

# A LATE LOUIS XV ORMOLU MOUNTED TULIPWOOD, AMARANTH AND STAINED SYCAMORE COFFRE A BIJOUX BY PIERRE ROUSSEL (1723-1782)

Circa 1770, with quarter and half veneering, the inlaid borders with interlaced angles, the hinged top enclosing a bois satine interior above a dummy drawer, one drawer enclosing ten compartments, with a dummy drawer below, the hinged fall front with a gilt-tooled leather inset underside, with handles to the sides, on a stand with shaped and canted angles, with an egg-and-dart moulded edge mount, over one long frieze drawer, on slender cabriole legs terminating in husk capped foliate scrolled sabots, the underside stamped: 'P. ROUSSEL', 55cm wide x 41cm deep x 102cm high, (21 1/2in wide x 16in deep x 40in high)

£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000

Pierre I Roussel, recu maître en 1745.

The offered lot is illustrated in F. Quere, Les Roussel, Une Dynastie d'Ebenistes au XVIIIeme Siecle, 2012, Dijon, pp.'s 148-9. This is evidently one of only a couple of known stamped coffres a bijoux of this type produced by Roussel. The date and quality of this jewellery casket on stand suggest that after being executed in Pierre Roussel's cabinet making firm it was then possibly supplied to his son Pierre-Michel's shop, which specialised in retailing such luxury items. This shop was located on the rue Saint-Honoré in Paris.







This rare form of furniture belongs to a small and select group of *serre bijoux* mainly executed on commission for the most famous *marchands-mercier* of the 18th century such as Pierre Migeon. The other celebrated Roussel model made during the period 1760-5, which likewise features in Quere's book and sold Christie's, London, 12 December 2002, Magnificent French Furniture, lot 45, also incorporates marquetry in contrast to the slightly later plain Transitional style of the present lot.

During the period 1775-80, Roussel provided the Prince de Conde with furniture worth a total of 10,000 livres. He was also known to have employed renowned *bronziers* such as Ravrio and Turchin, while Trufot would often do the gilding for his mounts. Both of Roussel's sons, Pierre Michel and Pierre II, who took over the running of their father's firm following the latter's death, operated as *maitre-ebenistes*.



(maker's stamp)

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

#### A LATE VICTORIAN MAHOGANY, ROSEWOOD AND IVORY MARQUETRY CABINET ON STAND ATTRIBUTED TO COLLINSON AND LOCK

The inlay designs attributed to Stephen Webb (1849-1933) Circa 1890, of bowed breakfront outline, the panelled door inlaid with an elaborate Arabesque comprising playful putti, bacchic children, exotic birds, scrolled foliage and honeysuckle, flowers, fruit and leaves issuing Green Man masks, centred by a ribbon-tied and medallion pendanthung canopy above a maiden standing atop an urn, enclosing three shelves, over one frieze drawer, on square section legs headed by acanthus carved capitals, with a fluted platform undertier, 64cm wide x 38cm deep x 167cm high, (25in wide x 14 1/2in deep x 65 1/2in high)

£3,000 - 5,000 €3,400 - 5,700 US\$3,800 - 6,300





(front panel)

A stamped Collinson and Lock ivory marguetry secretaire with very similar Italian Renaissance revival inlay designs to the present lot sold Christie's, London, 28 September 2006, 19th Century Furniture, lot 146. Arabesques of closely related frolicking putti and children, scrolled foliage, honeysuckle and flowers, which are inlaid on both examples, appear equally intricate yet refined. This suggests that while clearly executed by the same cabinet making partnership, these cabinets also incorporate 'intarsia' designs produced by Stephen Webb, who was employed by the former from the mid-1880's onwards. Another model of similar form to the offered cabinet sold in these rooms, 20 November 2013. Fine English Furniture. lot 266.

The firm of Collinson and Lock were established in Fleet Street in 1870 and rapidly became one of the leading manufacturers of 'Art Furniture' employing designers such as Bruce Talbert and E.W. Godwin, before merging with Jackson and Graham in 1882. Stephen Webb designed for the company during the period 1885-97 and exhibited at the Arts and Crafts Society Exhibitions from 1888 to 1906. He was also a member of the Art Worker's Guild. Webb is now best remembered for his designs of Renaissance revival 'intarsia', which were normally executed in ivory, and the designs for which appeared in the 'Art Worker's Quarterly' in 1902. Most of the furniture which was decorated with Webb's inlaid work was designed by the firm's founding partner J.S Lock. Webb stayed with the firm after the takeover by Gillows in 1897, eventually leaving to become Professor of Sculpture at The Royal College of Art.



# A PAIR OF GERMAN 19TH CENTURY PORCELAIN AND GILT **BRONZE MOUNTED EBONISED CABINETS ON STANDS**

Circa 1870, each mounted with twenty-eight porcelain plaques of various shapes painted with scenes gallants, courting couples and putti, one cabinet with a pierced porcelain gallery surmounted by nine painted figures (one lacking) dressed in 18th century attire, the other with a porcelain and ebonised baluster gallery surmounted by six similar figures, each with a pair of oval panel mounted doors encompassed by spandrel mounts, the reverse with walnut and tulipwood crossbanded veneers, enclosing one long frieze drawer over eight short drawers interspersed by two Silenus and two Flora painted porcelain term figures, with one set terminating in an ebonised



recess with a bobbin turned gothic colonnade and chequerboard inlaid floor, above two twin panel mounted short frieze drawers, on stop fluted tapering and baluster turned legs, with a shaped X-stretcher surmounted to the centre by a scantily clad porcelain maiden, some minor variations, 116cm wide x 52cm deep x 165cm high, (45 1/2in wide x 20in deep x 64 1/2in high) (2)

£30,000 - 50,000 €34,000 - 57,000 US\$38,000 - 63,000 A virtually identical German porcelain mounted cabinet on stand to the offered pair sold Christie's, London, 23 May 2019, The Collector, lot 519. This same example had in turn been sold at auction six years previously, also at Christie's, London, 10 September 2013, lot 188 under the title: 'Property of a lady'.

Another closely comparable model to the present lot is illustrated in C. Payne European Furniture of the 19th Century, 2013, Suffolk, p. 319, along with a couple of further related cabinets of varying form. Such furniture was most fashionable in Continental Europe in the third quarter of the 19th century, but perhaps reached its zenith of popularity among the affluent classes during the 1870s and 80s.

As Payne notes, there is little recorded information regarding these German porcelain mounted cabinets and even less is known about the makers who produced them since none appear to have been marked. However, while the painted porcelain plaques used on such pieces are also typically unmarked, it is widely believed that they were manufactured predominantly in the Dresden and Thuringia areas in a generic 18th century Meissen style. And the firms who supplied this porcelain were demonstrating their skill and ingenuity by continuing the historic legacy established by the Meissen manufactory.



(front porcelain plaques)





# A SET OF TWELVE UNUSUAL HAND PAINTED 'LES CHASSES DE COMPIEGNE' PANORAMIC WALLPAPER PANELS

Probably early 20th century after designs by Antoine Charles Horace Vernet aka. Carle Vernet (French, 1758-1836) circa 1814 and originally colour block printed by Jacquemart et Bénard, Paris

The panels depicting scenes from an early 19th century stag hunt with elegant huntsmen and ladies on foot and horseback, with local peasants within a park and the surrounding countryside of a chateau or castle including the meet, the chase, a picnic and the kill, the rolls mostly numbered verso in pencil and with the tracers and painters' names along with tallies of the hours and days spent on each roll, each panel, 365cm x 122cm (12)

£10.000 - 15.000 €11,000 - 17,000 US\$13,000 - 19,000

#### Provenance

With Toynbee-Clarke Interiors, Mount Street, London, c.2002 George Toynbee-Clarke founded the firm of Toynbee-Clarke Interiors, which he and his wife Daphne ran for 50 years - dealing for most of that time in antique wallpapers, and become famous in interior decorating circles around the world

Towards the end of the 18th century scenic wallpapers became fashionable, primarily in Europe and America. Block printed in a wide range of colours in France, many featured vast panoramic views, including of note 'Sauvages de la Mer du Pacifique,' (Savages of the Pacific) which was designed by the artist Jean Gabriel Charvet for the French manufacturer Joseph Dufour et Cie, showing the voyages of Captain Cook. This was the largest panoramic wallpaper of its time and made Dufour et Cie a great success, particularly in America where scenic papers were highly coveted.

Other French manufacturers of panoramic, scenic and trompe l'oeil papers include Jacquemart & Bérnard, Arthur et Robert and Zuber et Cie. Zubers 1834 'Views of North America' now hangs in the diplomatic reception of The White House, Washington USA.

The La Chasse de Compiègne' ('La Chasse aux Courses') series of scenic wallpaper panels were designed by the artist Carle Vernet in 1814 and depict a continuous hunting scene, including the meet, the hunt, a picnic and the kill. Printed by the prestigious wallpaper manufacturer Jacquemart & Bérnard, originally as a set of twenty five panels, a set is now in the permanent collection of the Victoria and Albert Museum.

The present lot, comprising twelve panels, is a unique free-hand painted version of this early 19th century printed set and from the pencil annotations, including names of the various female 'paintresses', it likely that the set was painted in England, possibly for a high end decorating firm in the early 20th century.









(detail)



40 TP

#### LEWIS ALEXANDER GOBLET (BRITISH, B. 1764, D. AFTER 1826): A MARBLE PORTRAIT BUST OF A LADY, TRADITIONALLY THOUGHT TO BE MRS CONNOLLY

The sitter looking slightly to dexter, her hair dressed 'à la grecque' with a bandeaux tied braided chignon, the forehead arranged in curls, her shoulders clad in drapery tied below the bust, the rear signed and dated L. A. Goblet, FT 1820, raised on a waisted circular socle, 66cm high, together with a 19th century pink granite pedestal of plain columnar form, on a moulded socle and square shallow plinth base, 112.5cm high 178.5cm high overall (2)

£3,000 - 5,000 €3,400 - 5,700 US\$3,800 - 6,300

Lewis Alexander Goblet was principal carver and assistant to the celebrated British sculptor Joseph Nollekens (1737-1823). Goblet produced a portrait of his master in marble in 1821 (a year after the current work), formerly thought to date from circa 1816, in the collection of the art historian and collector Rupert Gunnis which is now in the permanent collection of the Victoria & Albert Museum.

Attending the Royal Academy Schools in 1792, he won a silver medal two years later when he was taken on by Nollekens who paid him £24 for each bust he executed. Goblet is listed as having his own studio at 20, Upper Marylebone Street, in the London Directory of 1809 and the current lot is a work which therefore may have been executed under Nollekens supervision. He exhibited works at the Royal Academy between 1799-1822 including Lord Nelson (1808), Madam Catalini (1808), Henry Goblet (1811), The Duke of Norfolk (1817), the late Rt. Hon. Mr Ponsonby (1818) and Mr Lonsdale R.A. (1818).

Present at his Nolleken's death, Goblet was beguethed his tools and his children Henry and Louisa were bequeathed £100 and £30 respectively.

#### Literature

Rupert Forbes Gunnis: A Biographically Dictionary of Sculptors in Britain 1660-1851, Odhams Press 1953



# The Cockle Lucas Waxes

Lots 41 and 42



The following two lots most likely depict the 10th and 9th Earl of Wemyss of Gosford House, East Lothian, Scotland. The youth depicted in Lot 41 is possibly the 10th Earl as a young boy. However, there are few pictures of him that survive and those that do, show his as a much older man, with a more hawk-like visage, a very straight nose and Dundreary whiskers. He was styled Lord Elcho upon his grandfather's death in 1853 (the 8th Earl).

As the 9th Earl was known to be a keen hunter (he was referred to as 'The Hunting Earl') it would therefore seem plausible he would be depicted with his dog as in Lot 42. The family seat, Gosford House, currently has two 19th century busts of the 9th and 10th Earl in the permanent collection by an unknown sculptor. However, the resemblances are striking, especially to the 9th Earl.

Rupert Gunnis, in his Biographical Dictionary of Sculptors in Britain, mentions that Lucas produced a bust of Lord Elcho in 1837 -the same year as Lot 41. However there appears to be some uncertainty as to which Earl Lot 41 depicts. Archivists at Gosford House have suggested that perhaps Cockle Lucas was not entirely clear when it came to the protocol of referring to the Earls -as whoever was the Senior at the time would be referred to as Lord Elcho, hence the ambiguity as to the sitter.

#### Richard Cockle Lucas

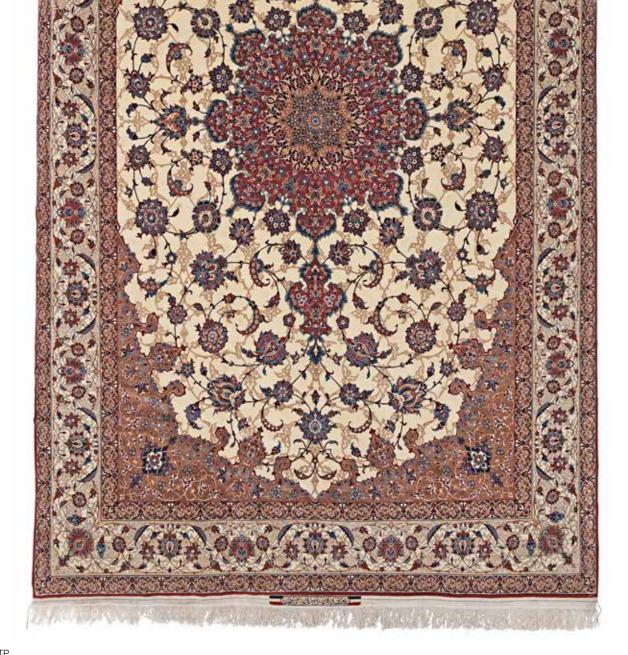
Richard Cockle Lucas (British: 1800 - 1883) began work as an apprentice cutler in Winchester aged twelve. Finding that he had an aptitude for carving, he decided to embark on a career as a sculptor. Lucas joined the Royal Academy in 1828 and won Silver medals in that year and 1829. His model of the Parthenon in its original state (measuring 12ft long and 6ft wide) was purchased by the trustees of the British Museum and was so popular that Lucas was commissioned to make another sculpture showing the ancient site after the explosion of 1687.

Lucas is probably best known for the controversial bust of Flora, in the Kaiser Friedrich Museum in Berlin. The work was thought to be an original by Leonardo da Vinci but the sculptor's son, aptly named Albert Dürer Lucas, claimed





in the Burlington Magazine that the bust was definitely modelled by his father. It is now generally thought that the bust was probably by Leonardo or his followers but was



43 <sup>TP</sup>

#### A FINE ISFAHAN SERAFIAN CARPET

Central Persia,

The central field with floral sprays and leaves, the delicate spiralling tendrils interlaced with palmettes and other flowering foliage, on cream ground, a signature discernible on one end, translating 'Woven in Iran, Isfahan, [by] Sayrafiyan' 338cm x 204cm

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

### Provenance

The present vendor's grandfather and thence by family descent.

The offered lot was reputedly woven by the the founder of Seyrafian, as opposed to Sadegh Seyrafian and other members of the famous weaving family.

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of 6.8.10





(details)

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



44 TP AFTER ÉTIENNE-MAURICE FALCONET (FRENCH, 1716-1761) AND DERIVED FROM DESIGNS BY GABRIEL DE SAINT AUBIN (FRENCH, 1720-1780): A PAIR OF 19TH CENTURY GILT BRONZE THREE-LIGHT FIGURAL CANDELABRA

probably circa 1830-50

The elaborate upward scrolling naturalistic arms formed as bouquets of drapery tied carnation blossom, the flowerhead cast candle nozzles amidst further leafy buds, each held by twin classical nude maidens encircled with floral garlands and standing to either side of a trailing drapery supports, the shaped panelled oval bases with floral guilloche mounts raised on acanthus lobed toupie feet, 66.5cm high

£12,000 - 15,000 €14,000 - 17,000 US\$15,000 - 19,000

Étienne Maurice Falconet was a French sculptor of the 18th century who worked in the Rococo and Transitional styles. The son of a carpenter, he is most widely remembered for his statue of Peter the Great on horseback dating from 1782 in St Petersburg, Russia and for his figural modelling for the Sevres porcelain factory when he was appointed director of the Sculpture Atelier.

Falconet first came to prominence with his sculpture of Milo of Croton which secured his admission to the Academie des beaux-arts in 1754.



1755 and 1757 now in the permanent collection of the Louvre which led to securing his role at Sevres and working for Catherine the Great before eventually becoming director of the Academie 1788

The current lot features two pairs of semi-nude nymph supports for the drapery tied flowering carnation flower and foliate candelabra arms. The nymph figures are derived from designs for candle stands by the draftsman and artist Gabriel de Saint-Aubin dating from 1761. Although the original figures were intended to be cast in silver by the silversmith Francois-Thomas Germain, Falconet exhibited a pair of candelabra with comparable figural support at the Salon that same year.

Variations of the design were realised in a variety of mediums including patinated and gilt bronze during the 1760's and 70's cast by several Parisian foundries and a pair of four branch candelabra centred by thyrsus on white marble base with applied plaques after Falconet's models dated to 1770 are in the permanent collection of the Louvre (inv. OA 10528). Other models are in the collections at the Royal Lazienki Museum, Warsaw, the Pavlovsk, St Petersburg and the Musée Nissim de Camondo, Paris.

Daniel Alcouffe, Ann Dion-Tenenbaum and Gerard Mabille, Gilt bronzes in the Louvre, Eton Editions, 2004, p.106





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

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

Barely any information is available about Colonel Norman Colville other than the fact that he appears to have acquired an excellent collection of Georgian furniture over the course of the interwar period. However, A.C.J. Wall, who was a successful business man born in Sutton Coldfield near Birmingham, amassed a significant collection of English 18th century furniture in conjunction with an impressive array of ceramics, gold boxes, silver, painting, works of art and Chinese porcelain. Wall housed his collection at Middleton Park, in Oxfordshire, which was the home he bought in 1946.

# Middleton Park

During the 17th century a castle, which had in fact been built in the reign of King Stephen (1135-1154) within the proximity of the current Middleton Park, was purchased by John Harman of Taynton. John

Harman's son then oversaw the construction of a mansion on the present day site of Middleton. Subsequently one of his descendants, called Edmund Denton, sold the property in 1711 to the Honourable Henry Boyle, who was a cousin to the renowned Earl of Burlington.

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



Middleton Park





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A pair of identical model side chairs to those in the offered lot sold Christie's, London, 9 June 2011, 500 Years Decorative Arts Europe, lot 258. These are closely comparable to the seat furniture supplied by the Gillow firm in 1824 for Glynliffon in Caernarvonshire, Wales, on behalf of Thomas John Wynn, 2nd Baron Newborough. It is evident that a pair of solid rosewood bergeres together with conforming sofas were likewise presented by Gillow & Co. of Oxford Street to match the aforementioned group.

However the early Neo-Rococo design of the present chairs relates to the Glynliffon models, of which it is thought that twenty-four in total were originally provided, as well as to a set of chairs made for William,

2nd Baron Bolton of Hackwood Park, Hampshire, also during the 1820s. While a plan for a drawing room or saloon of Neo-Rococo furniture designed for G. Bamford, which was produced by Gillow & Co. in the period 1820-30, includes a similar sofa to the offered example. The latter is illustrated in S.E. Stuart, Gillows of Lancaster and London, 1730-1840, Vol. I, 2008, Suffolk, p. 224, pl. 213 & Vol. II, p. 349, pl.E5.

Further related chairs sold: Christie's, London, 9 March 2000, lot 104; Christie's, London, 10 March 2005, lot 20; Christie's, London, 27 November 2007, lot 189; Bonhams, 10 February 2016, lot 648.





47 TP

# AN IMPRESSIVE BIDJAR CARPET

North West Persia,

Late 19th century, the main field on madder ground with central carthouche surrounded by interlaced floral patterns, set within colourful multiple borders containing various floral sprays, palmettes and geometric shapes, 675cm x 450cm

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

#### Provenance

The present lot was purchased in the 1950s to furnish the Large Chapter Room in the Chapter House of St Paul's Cathedral, which

was restored post-war by the architects Seely & Paget.

Surveyor to the Fabric of St Paul's Cathedral: The destructive impact of the bombing of London during the Second World War created many opportunities for architectural firms like Seely and Paget. They worked on a number of major projects, including designing the restoration of the Westminster Abbey precinct and parts of Eton College. In 1947 Seely (2nd Baron Mottistone) was appointed Surveyor to the Fabric of St Paul's Cathedral (a role dating back to 1675).

Please note that this lot is subject to the US embargo on the import of carpets of Iranian origin as of 06.08.2018





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

circa 1775-80

With eight lacquer panels variously depicting rustic huts, exotic birds, trees, flowers, a cockerel and a pagoda within rural landscapes, the superstructure comprising a galleried marble top with an ormolu tasselled drapery pelmet, above a pair of beaded panel mounted doors enclosing a bois satine interior, flanked by bead-and-reel panelled angles, over a marble top with projecting canted front angles, above a rosette embedded guilloche mounted and oak-lined frieze drawer, with a tulipwood sliding top inset with a gilt-tooled leather writing surface flanked by stationery compartments, with a pair of beaded panelled doors below, enclosing one shelf, flanked by paterae and ribbon-tied floral pendant mounts, on fluted tapering legs terminating in toupie

feet and brass castors, stamped: 'JME., C.C. SAUNIER' 64cm wide x 40cm deep x 100cm high, (25in wide x 15 1/2in deep x 39in high)

£40,000 - 60,000 €45,000 - 68,000 US\$50,000 - 75,000

#### Provenance

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



(maker's stamp)

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue. A very similar Saunier bonheur du jour to the offered lot formed part of the Jack and Belle Linsky collection between 1955 and 1982, after which period it went to the Metropolitan Museum of Art in New York. It is now housed there in Gallery 539, Accession No: 1982.60.58. The same is also illustrated in P. Kjellberg, *Le Mobilier Francais du XVIII Siecle*, 1989, Paris, fig. A, p. 776.

For the most part the mounts on both desks appear related while the age and distinctively sparse style of the Japanese lacquer panels are certainly comparable. In fact, each is mounted in an almost conforming manner with a *guilloche* frieze, ormolu ribbon-tied pendants, a roundel escutcheon and tasselled drapery-swagged gallery. Also the composition and subject matter of the lacquer panels seem analogous. However the proportions and the legs differ due to the fact that the Metropolitan example was executed at the end of Louis XV's rule, during the Transitional period (circa 1765-70), whereas the present model was most likely produced approximately ten years later, during the reign of Louis XVI.

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

#### **Georg Weifert**

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

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

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







# A REGENCE ORMOLU MOUNTED OLIVEWOOD, ROSEWOOD, BURR ELMAND WALNUT COMMODE ATTRIBUTED TO THOMAS HACHE (1664-1747)

Circa 1720, With stringing overall, the quarter veneered top inlaid with circular, demi-lune and shaped oval tablets centred by a segmentally veneered star, with a moulded gilt bronze edging, above three long drawers each inlaid with shaped cartouches and a central square tablet, flanked by rounded angles each headed with a twin-entwined sea creature, scallop shell mask, scrolled foliate and floral mount, over a shell, acanthus, scroll and cabochon embedded sabot clasp, each side inlaid with a lozenge tablet centred by a Hercules mask mount, with a shaped apron below mounted with an ormolu C-scroll, scrolled foliate and shell, the back inscribed in paint: 'B.G.', 131cm wide x 70cm deep x 85cm high, (51 1/2in wide x 27 1/2in deep x 33in high)

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

#### Provenance

The offered lot formerly belonged to the important Belgian collector Claude d'Allemagne (1917-1996). It was purchased from Claude d'Allemagne by the current vendor's family during the 1970s. This significant collector of European silver bequeathed his impressive collection to the Chateau de Seneffe where it is displayed in the Musee de l'Orfevrerie. The present vendor's uncle, an antique dealer called Francois who established the Chamarande gallery in 1976, was also a close friend of d'Allemagne.

Included among the commodes, either executed by or attributed to Thomas Hache, which are illustrated in P. Rouge & F. Rouge, Le Genie des Hache, 2005, Dijon, pp.'s 220-1 & 234-5, fig.'s 85, 86, 97 & 98, four examples dating to the period 1715-1725 are certainly

comparable to the present commode. All of these employ the following loosely conforming characteristics as appear on the offered version: slightly bowfront shape and drawer configuration, shaped inlaid tablets to the top and drawer fronts, rounded angles, lozenge inlaid sides and the use of three or more contrasting but complimentary timbers.

The handles and escutcheons on the Hache commode, which is dated circa 1720, featuring in Rouge, ibid, p. 235, fig. 98, are very similar to those on the current model. While the incorporation of chequer inlaid borders and a mounted top edge moulding are both distinctive aspects on the circa 1715 example, p. 220, fig. 85, which directly relate to those elements found on the offered piece.





(details)





#### A CASED PAIR OF GEORGE II SILVER TEA CADDIES

Charles Hatfield, London 1731

Each of upright rectangular form, decorated with engraved bands incorporating masks and shells, crested and initialled reserves, with shaped hinged covers, the inside of the covers engraved 'Indian' and 'China', skirted feet, also engraved initials on the undersides, the fitted ebonised wood case with unmarked silver handle, lock catch, hinges and feet, with two George III silver caddy spoons, height of caddies 11.3cm, weight 29.5oz.

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

The crest is attributed to the Mee family of Allenmore, Herefordshire.

A similar caddy by Charles Hatfield is in The Fitzwilliam Museum, Cambridge.

#### A CASED PAIR OF GEORGE III SILVER TEA CADDIES

Daniel Smith & Robert Sharp, London 1763 Shaped-rectangular bombé form, embossed and chased with acanthus and shell borders and floral sprays in relief, the corners with scroll feet, removable covers, the finials with double leaf calyces, contained in a shagreen covered brass-mounted fitted box with original key, height of caddies 12.5cm, length of box 21.5cm, weight 19.4oz.

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800



#### A GEORGE III SILVER SOUP TUREEN

Paul Storr, London 1803

Oval shape with tongue and dart rim, the concave band above the bellied body with engraved arms on either side, the leaf-capped and ribbed scroll handles with bifurcated upper junctions, stepped and part-fluted dome cover, crested, with unmarked handle, on four acanthus and leaf embellished bracket feet, with the engraved arms and crests of Sir Archibald MacDonald (1747 - 1826) 1st Baron MacDonald of East Sheen Surrey, length handle to handle 40.5cm.

£15,000 - 20,000 €17.000 - 23.000 US\$19,000 - 25,000

Sir Archibald MacDonald (1747-1826) was created 1st Baron MacDonald of East Sheen, Surrey, in 1813. He was the posthumous younger son of Sir Alexander MacDonald (1711-46) 7th Baron MacDonald of Slate, Isle of Skye and was born at Armadale Castle on Skye but moved to England as a boy to curb Jacobite tendencies. Married in 1777 Lady Louisa Leveson-Gower daughter of Granville Leveson-Gower 1st Marguess of Stafford and they had issue two sons and five daughters. The surviving son and heir Sir James MacDonald (1784-1832), who died unexpectedly of cholera in London only six years after his father, married three times.

Sir Archibald MacDonald was a lawyer and judge of considerable repute. He was 1777-80 MP for Hindon Wiltshire and 1780-82 MP for Newcastle under Lyme. He served first as Solicitor General and in 1783 was appointed Attorney General before becoming Lord Chief Baron of the Exchequer in 1793. On his retirement in 1813 he was created 1st Baron MacDonald of East Sheen Surrey, and he lived much of the remainder of his life outside Britain.



(detail)

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# A GEORGE III SILVER CUP AND COVER

Digby Scott & Benjamin Smith II, London 1806 The cover with pod finial on a leaf calyx, the body with tongue and dart overlapping rim above a band of fruiting vine, the ornate cast handles capped with the bust of Mercury, the lower junctions with ram masks, applied laurel reserves, one with an armorial engraving for John Calvert and the other with a presentation inscription 'The Eastern Troop of Herts Yeomanry Cavalry, to their Captain John Calvert Esqr. as a mark of their Esteem & Regard. October 3rd 1806', the rim of the loaded foot also stamped 'Rundell Bridge et Rundell Aurifices Regis et Principis Walliæ Londini Fecerunt', the lower part of the body with sprays of acorns between stiff leaves, height 36cm, weight total 106oz.

£4,000 - 6,000 €4.500 - 6.800 US\$5,000 - 7,500

John Calvert (1758-1844) was the eldest son and heir of John Calvert (1726-1804) of Albury Hall, Hertfordshire by Elizabeth Hulse (born 1732) the daughter of Sir Edward Hulse (1682-1759), 1st Baronet of Breamore Hants. and physician to George II. Calvert was an MP and secretary to the Lord Chamberlain. He was a captain of the East Hertfordshire Yeomanry from 1794. His father John Calvert (1726-1804) was also an MP but the family wealth was gained from the brewing industry, with breweries at Aldbury and in London that were created by his father Felix Calvert.



(details)



# A GEORGE III SILVER TEA URN IN MAHOGANY TRAVELLING CASE

John Wakelin and William Taylor, London 1778

Urn-shaped, the upswept flying scroll handles with acanthus junctions, applied ribbon laurel swags over two armorial engraved roundels and further engraved crests for the Temple family, the ribbed spout with ivory handle, the spreading foot on a raised square base, with bead rims and engraved vitruvian scroll band, the waisted pull-off cover with removable finial, the interior with a removable metal tube containing the iron pig, contained in a fitted mahogany travelling case, height 53cm, height of case 60cm, weight 102oz.

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

#### Provenance

Through the Temple family by decent. The current branch of family obtained the piece during the 1922 dispersal of the contents of Stowe

The arms are those of William Dicken (died 1784) of Shenton Salop, who in 1740 married Henrietta Temple (died 1797) who was daughter and co-heir of William Temple (1694-1760), 5th Baronet of Stowe by his first wife Elizabeth Paxton (died 1729). John Dicken (died 1831), son and heir of William and Henrietta, in 1796 adopted the name and arms of the Temple family by Royal Licence. The Temple line were later Baronets of The Nash, Kempsey, Worcestershire.





# A GEORGE III SILVER EPERGNE / CENTREPIECE: **NAVAL AND AMERICAN REVOLUTIONARY WAR INTEREST**

John Wakelin & William Taylor, London 1780 The detachable oval bowl with applied rams mask and dropring handles, the bead rim above a bright engraved acanthus scrolling band flanking armorial engraved reserves, part fluted lower body, the oval open-work stand with four outswept supports, each with a scroll terminal surmounted with a screw fitting bud finial, each of the four sides with an openwork laurel spray centred with a ribbon tied oval reserve, with further armorial engraving and presentation inscription to Captain Sir Richard Pearson, height 23cm, length of stand 36.5cm, weight 84.5oz.

£5,000 - 8,000 €5,700 - 9,100 US\$6,300 - 10,000

The full inscription reads:

'To Sir Richd Pearson Knt who on the 23rd Sept 1779 in his Majesty's Ship Serapis protected a numerous and valuable Fleet, on their voyage from the Baltic from the Attacks of a superior Force. The Russian Company present this Epergne as a testimony of their sense of his Bravery & Conduct on that occasion'







# Captain Sir Richard Pearson (1731 - 1806)

Captain Sir Richard Pearson was born in 1731 at Langton Hall, Appleby in Westmorland. He entered the Royal Navy in 1745 and is best remembered for his confrontation with the American Continental Navy captain John Paul Jones, during the American Revolutionary War in the naval battle off Flamborough Head.

On 23rd September 1779, Pearson, when in command of the frigate Serapis was escorting a valuable convoy of trade ships from the Baltic when he was encountered by Jones in the Bonhomme Richard and a small accompanying American rebel squadron, which was engaged in raiding English trade ships along the Channel. In this famous close battle both sides suffered heavy losses, resulting in Pearson surrendering the Serapis to Jones but not before his spirited defence had covered the escape of the valuable convoy. The Bonhomme Richard, fatally damaged, ended up sinking and so forcing Jones to return to port in Pearson's captured vessel Serapis.

Pearson was widely recognised for his gallantry on release from captivity in France. On his return to England he was knighted by King George III. On hearing of the honour conferred on his adversary, John Paul Jones remarked 'Should I have the good fortune to fall in with him again, I'll make a lord of him'. Pearson further received the freedoms of several towns and by the Russia Company and the Royal Exchange Assurance Company presented with handsome pieces of plate. It is also recorded he was also presented with three coconut cups mounted in silver by Wakelin and Taylor.

He retired from service in 1790 and in 1800 became Lieutenant-Governor of Greenwich Hospital where he died in 1806.

He married Margaret Harrison (1743-1816) of Appleby and had four sons and two daughters.

Pearson was portrayed by Peter Cushing in the film John Paul Jones (1959).

Rear Admiral John Paul Jones (1747–1792) was the United States' first well-known naval commander who is sometimes referred to as the 'Father of the American Navy'.



Sir Richard Pearson, by James Watson (1780) after Charles Grignion

# A GEORGE III SILVER SOUP TUREEN Thomas Heming, London 1777 Oval form with beaded rims and upright reeded loop handles, the cover with a bead banded knop finial, with crests and motto for Hamilton, length handle to handle 39.6cm,

# For details of the charges payable in addition to the final Hammer Price of each Lot

please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

weight 76oz.

£3,000 - 5,000 €3.400 - 5.700 US\$3,800 - 6,300



57

# ATTRIBUTED TO BACCARAT: A PAIR OF PINK OVERLAY CAMEO GLASS WINE **COOLERS IN THE NEO-GREC STYLE**

circa 1870

Each of U-shaped form with a rounded band below the rim and applied twin looped handles, the bodies decorated with pairs of seated classical figures and dancing bacchantes, the figure flanked by anthemion scrollwork below the handles, all within formalised leaf, key and palmette borders and with gilt line banding, each 25cm high and 30cm diameter including handles (2)

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000

A similar wine cooler with acid cameo decoration in dark amber was sold by Bonhams 18 May 2016, lot 239, while a pair in rich blue was sold on 17 December 2008, lot 467. This shape, known as a Vase Cratère was introduced by Baccarat in 1867. The same technique of acid cameo work, created by the chemist Kessler, was used by Baccarat for the much acclaimed punch set with similar Bacchanalian figures, shown at the Paris Exposition Universalle in 1867, the first time that this technique was exhibited. See J S Spillman, Glass from World's Fairs 1851-1904, Corning Museum of Glass (1986), pp.21-22 and fig.8. See also Baccarat, La Légend du Cristal (2014), pp.48-49

# Provenance

Property of a French gentleman collector

# A PAIR OF 19TH CENTURY FRENCH GILT **BRONZE AND GREEN 'SPATH-FLUOR' FLUORITE GARNITURE VASES AND COVERS**

in the Louis XIV style

the bulbous baluster shaped bodies with acanthus scrolling lions' masks and ring handles and stiff leaf mounted collars below domed onion knopped covers, the swept bases mounted on acanthus and stiff leaf floral and guilloche panelled footed plinth bases, 54cm high approximately

£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000





58

# JEAN BAPTISTE CARPEAUX (FRENCH 1827 -1875): A BRONZE FIGURE OF LE JEUNE PÊCHEUR À LA **COAUILLE No.1 (NEAPOLITAN FISHER BOY)**

The crouching nude with head turned down and slightly to dexter, holding a conch shell up to his left ear, wearing a cloth cap and with a small fishing net in his lap, on naturalistic canted rectangular moulded integral base, signed Carpeaux and with PROPRIÉTÉ CARPEAUX and indistinct Eagle Cachet, mid golden brown patination, 88.5cm high

£15,000 - 25,000 €17,000 - 28,000 US\$19.000 - 31.000

Carpeaux was a student at the École des Beaux-Arts and won the Prix de Rome in 1854. Inspired by the old master sculptors of the Italian Renaissance and influenced by his master Francoise Rude (1784-1855), he moved to Rome in 1854 where he worked until 1861. It was in Rome that he developed his signature style utilising the principles of baroque art while depicting everyday subject matter.

In 1857 whilst a student in Rome, Carpeaux made a plaster model of Pêcheur Napolitain à la coquille (the Neapolitan Fisherboy), a subject which is now perhaps more synonymous with his work. First shown at the 1858 Salon, this original plaster is now in the Musée d'Orsay. Several years later he carved the marble version which was displayed at the Salon exhibition in 1863. This same piece was purchased by Napoleon III for his wife, the Empress Eugénie and is now in the Musée du Petit-Palais in Paris. A further marble version is in the National Gallery of Art in Washington, USA.

Carpeaux subsequently produced a number of editions in terracotta, marble and in bronze including casts by Victor Adolphe Thiébaut, and the model was also posthumously cast in bronze and terracotta, most prolifically by Susse Freres after his death in 1875 well into the 1930's.

# Literature

M. Poletti and A. Richarme, Jean-Baptiste Carpeaux sculpteur: Catalogue raisonné de l'oeuvre édité, Paris, 2003, p. 63, no. SA 9

A. Middleton Wagner, Jean Baptiste Carpeaux, Sculptor of the Second Empire, Yale University Press, 1989.



(detail)





60

# A PAIR OF FRENCH PATINATED BRONZE MODELS OF REARING HORSES IN THE MANNER OF MODELS BY FRANCESCO FANELLI (ITALIAN, 1577-AFTER 1641) RAISED ON GILT BRONZE BASES

probably late 18th or early 19th century

The rearing beasts with open mouths and curling manes, each with an elaborate strapwork cast tasselled saddle cloth, the rectangular swept plinth bases with hatched panelled decoration within foliate and ovolo, gadrooned and acanthus borders, raised on bun feet, the horses, 22cm high, overall 39.5cm high, 33cm deep, 55cm wide (2)

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000

# Provenance

Christies 'Le Bois Muralt: The Collection Of A European Noble Family, 19 January 2000, lot 660

The rearing horse models of the present lot are raised on bases which originally appear to have been mounted as fireplace chenet. The horses, probably originally influenced by the earlier rearing horse models of by Fanellli have delineated hooves to the underside of the feet and tooled strapwork tasselled saddlecloths.

For a comparable pair of horses to the offered lot with patinated bodies and gilded saddlecloths, see Sotheby 'Property from a New York Private Collection' 27 October 2017, lot 137 'Pair of Italian Baroque parcel-gilt bronze figures of rearing horses, Venice', provenance: Collection of Pamela Churchill Hayward Harriman, -purchased Rosenberg & Stiebel, New York 1986., exhibited Rosenberg & Stiebel 'A Bronze Bestiary' April - June 1985, cat. no. 35.

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



A 15TH CENTURY GERMAN LIMESTONE

# FIGURAL GROUP OF THE PIETÀ

probably southern Bohemia or upper Austria, circa 1420

The recumbent figure of Christ cradled in the lap of his mourning mother wearing the crown of thorns, his torso with open wounds. his hands folded, the shrouded figure of the mourning Virgin clad in folded drapery and gazing downwards in sorrow, the surface with some traces of original polychrome, the rear of the open base with later painted inventory number or date 1824 and remnants of an Austrian printed paper label marked Linz numbered 26, 111cm high, 83cm wide, 31cm deep approximately

£30.000 - 50.000 €34,000 - 57,000 US\$38,000 - 63,000

# Provenance

Private Australian collection Arcadia Cerri Fine Art

The present lot depicts a highly emotive depiction of the 'Lamentation' -the moment in the Gospel when the Virgin cradles the dead

body of Christ known as the 'Pieta'. The idea of the Pieta (Italian for 'pity') is sometimes called 'Versperbild,' (referring to the 'evening image' - the time when Christ's body was brought down from the cross). At the start of the 15th century, the phenomenon of the Pieta took hold as a subject in art and found an increased realism and naturalism. Stylistically in areas such as Bavaria and Bohemia, the Pieta took on a new aesthetic known as the 'Beautiful Style.' The faces were elegant, if slightly rounded, and the figures would wear flowing drapery (which extended to under the feet of Christ).

Although the current lot bears similarities with examples in Venice and Verona, this is more likely because such models we made by sculptors who were trained further north in southern Austria and Germany. Interestingly some figures were also exported from Bohemia. In the present lot, Christ's face is sharply defined but the Virgin's features are rounded in the 'Beautiful Style,' with typical folded draperies suggesting that the piece was modelled on the imagery from the Crown of Bohemia whilst influenced by more localised vernacular styles.

Comparable Pieta groups can be found in Magdeburg, Berlin, Laa an de Thaya and Garsten and a further Bohemian Pieta group is in the Cloisters Collection of the Metropolitan Museum of Art (Inv. No. 2001.78).

Although the open back of the current lot shows evidence of numerous chisel marks, for a comparable German stone figural group of the Virgin and Christ Child originally in the Church of Mariapfarr, Salzburg see the permanent collection of the Cleveland Museum of Art, USA. The Cleveland group is made using an unusual stone composite cast in a mould known as 'Lost Shape'. This composite stone involved pouring ground up limestone, quick lime and milk curd into a mould, leaving it for weeks to dry and then breaking up the mould to reveal the composition within, which would then be polished and painted.

A further similarly cast Middle Rhine figural group also depicting the enthroned Virgin and Christ Child with an unusual arcaded open back lacking any signs of chiselling and probably cast in the same manner, previously in the Hartmann Collection and offered by Sothebys, 7th April 1987, lot 40 was sold by Bonhams, 9th July 2015, lot 2.





(maker's brand)

(inscribed paper label)



62 <sup>TP Y</sup>

# A PAIR OF ITALIAN EARLY 19TH CENTURY ROSEWOOD, **EBONY, PURPLEWOOD, SYCAMORE MARQUETRY AND** CHEQUER-INLAID COMMODES ALL'ANTICA BY KARL **AMADEUS ROOS (1775-1837)**

Each with a rectangular top inlaid with a central compass rose oval within lozenge and feather banded surrounds, above one long drawer inlaid with a frieze of alternating palmettes, scrolled foliate cornucopiae and harpie busts, over a deep drawer inlaid with one central tablet flanked by two smaller tablets, each within a chevron border encompassed by a stylised foliate pattern, one commode with scenes depicting figures about to sacrifice a bull at a temple, a dancer playing pipes and a warrior, the other inlaid with Paris and Helen of Troy, Cerberus and figures eating and drinking, the drawer below with conforming inlay to the frieze, on square tapering legs, with identically inlaid sides centred by the figures of three dancing Muses within a tablet, with walnut-lined drawers, the reverse of each commode branded: 'ROOS', one commode with a paper label inscribed in ink: 'SIGNORA, TERESA GUGLIELMI, CASTELLAMARE DI STABBIA' 118cm wide x 59cm deep x 91cm high, (46in wide x 23in deep x 35 1/2in high) (2)

£50,000 - 70,000 €57,000 - 80,000 US\$63,000 - 88,000

# Provenance

The present lot apparently belonged to Teresa Guglielmi some time during the latter half of the 19th century. Teresa was the daughter of, and one of five children born to, Maria Carolina Guglielmi, who was herself born with the surname Chirulli in 1831. Following her marriage to Pasquale Marzano, she became Teresa Marzano.

Teresa Guglielmi evidently lived in the Castellammare di Stabbia region which is located on the bay of Naples, not far from the city of Naples itself. However it is not known how and why the offered pair of commodes, which were most likely originally produced in Rome and probably supplied for a Roman client at the beginning of the 19th century, ended up being in Naples later on in the same century.





(the top)



(profile view)

# Karl Amadeus Roos

Roos was born in 1775 in Ludwigsburg, Germany. Following a period as an apprentice, he moved to Paris where he trained under the renowned ebeniste, Jacob. Then, at the age of 28, Roos re-located to Rome in 1804. Despite initially struggling to obtain major work, once he had done so his reputation spread rapidly and his business soon flourished. Within a short period of time, furniture by Karl Amadeus became highly fashionable among the affluent clientele of Rome, who were keen to purchase works produced by the German emigre.

By 1808, the same year in which Roos married a Roman called Felicita Mazzotti, he had already established a thriving workshop on the Via Condotti. Two years later he participated in an exhibition of Roman decorative arts held in the Campidoglio to mark the occasion of Napoleon's name day, winning the silver medal with a mahogany bureau housing various secret compartments, a Neoclassical 'Etruscan' style pier table with pietra dura top and a dressing box.

From 1811, Roos started to supply furnishings for the Palazzo Imperiale del Quirinale following the instructions of the architect Raffaele Stern (1774-1820). Stern appears to have been ultimately responsible for the refurbishment and renovation of three rooms at the Palazzo: the Sala Gialla, the Sala di Augusto and the Sala degli Ambosciatori. Among the various artistic and architectural figures involved in this Quirinale project Roos was evidently the pre-eminent cabinet maker. This was due not only to the quality and quantity of the furniture executed in the Roos workshop between 1811 and 1813 but also because of its renowned beauty and practicality.

A detailed list appears in Il Palazzo del Quirinale, Il Mondo Artistico a Roma nel Periodo Napoleonico, Vol II, ed. by M. Natoli and M.A. Scarpati, of all the furnishings supplied to the Quirinale by Roos during the Napoleonic Imperial period. This record, which is both extensive and highly varied, totals a vast number of pieces including: 86 commodes, 76 tables, 36 gueridons, 36 bureaux, 36 items of seat furniture and 25 secretaires among other assorted items.

Following the restoration of the Papal States to the control of the Vatican, Roos resumed his work for the Quirinale, now called the Sacro Palazzo Apostolico (as it had in fact been known prior to the Napoleonic era), once again under renewed orders from Raffaele Stern. During the period 1815-17 Roos prepared the interiors of the apartments for the rulers of Austria in advance of their proposed visit to Rome, which didn't actually take place until 1819.

At roughly the same time Roos was commissioned to provide furniture for the Villa Borghese, the then recently built residence of Princess Paolina Borghese, among which a bookcase, a circular table with a porphyry top and a chiffonier were perhaps the most significant

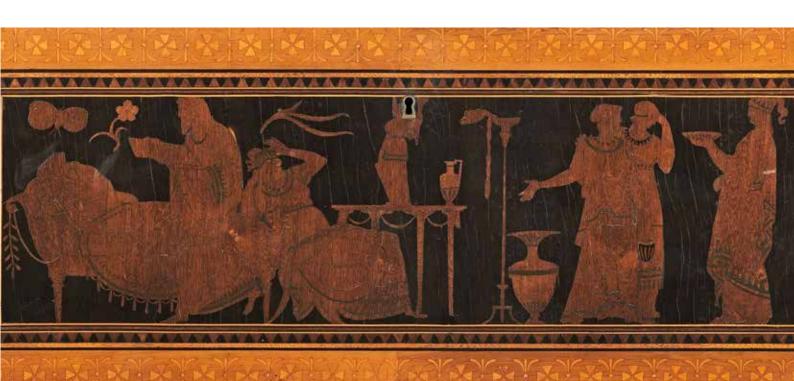
examples of his oeuvre at that time. His business was evidently flourishing at this point since in 1817 Roos purchased two adjacent properties on the Via della Mercede. This would remain the location of his workshops for the last twenty years of his life.

Following his death in 1837, an inventory of items reveals the prolific stature of Roos as a cabinet maker, along with the wide variety of his output. This inventory also possibly includes a reference to the present pair of commodes in the following passage, Ibid:

'La varieta di legni, tipica dell' epoca, e legata anche al rinnovato gusto per gli intarsi, che infatti sono ben rappresentati nell'Inventario a decorazione di alcuni dei pezzi piu importanti: "due commod di noce a 3 tiratori con meandro intarsiato, non finiti" (sc. 28)'

# Literature

Il Palazzo del Quirinale, Il Mondo Artistico a Roma nel Periodo Napoleonico, Vol II, ed. by M. Natoli and M.A. Scarpati, 1989, Rome, pp.'s 80-3.



(one central inlaid tablet)





# A PAIR OF EARLY 19TH CENTURY RUSSIAN GILT BRONZE AND CUT GLASS VASES

in the Empire taste after designs by Ivan Ivanov, the glass probably by the Imperial Glass Factory

The ovoid bodies with faceted collars and terminals within diamond, leaf and slice panelled diamond cut borders, the everted flared necks with milled collars and applied open winged swan handles with acanthus terminals, the waisted socles with corresponding ribbon tied milled borders, on cut corner shallow platform bases and disc feet, 33.5cm high (2)

£15,000 - 25,000 €17,000 - 28,000 US\$19,000 - 31,000

The vases in the current lot are typical of the output of the Imperial Glass Factory in the early 19th century. The distinctive swans neck handles and classical urn bodies clearly indicate the strong influences of the French Empire style and the decorative objects and works of art that it produced in the Imperial Glass factory in St Petersburg. The factory was known for the clarity of its glass and its skilful cutting, faceting and mirror polishing.

The principal designer of the Imperial glass factory between 1819 and 1848 was Ivan Ivanov, who was responsible for most of the designs for coloured glass or crystal items executed for the Imperial family

# Literature

N. Thon (ed.), St. Petersburg un 1800, Recklinghausen, 1990, p. 395 and p.398, no. 344.

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

# AN EARLY 20TH CENTURY CUT GLASS AND POLISHED BRASS EIGHTEEN LIGHT CHANDELIER

attributed to F & C Osler

The lower bowl shaped receiver issuing twelve high scrolling arched arms, supported by a faceted and plain central multi-rod cluster stem, surmounted by six further small scrolling arms and an elaborate dished and canopied tiered corona, the whole with veined leaf cut tulip shaped pendant shades and hung and strung with elongated facetd prism ornaments and plain and arrow head lustre drops and strings of faceted beads, 190cm high, 100cm diameter

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

# Provenance

Formerly housed in the London club Aspinalls.

Established in Birmingham, the West Midlands firm of Osler was set up by its founder Thomas Osler in 1807. Although initially only producing icicle drops and other small lighting components for chandeliers, Osler soon progressed to the manufacture of the chandeliers themselves from 1808.

Although suffering a number of set backs in the first quarter of the 19th century, the firm began to have greater success when Osler's son Abraham Follett Osler succeeded his father. With the aid of his brother Thomas Clarkson, the pair began to focus on creating a series of original and new lighting designs which found success in the UK and importantly in India which proved to be lucrative area for export of glass chandeliers due to efficient shipping links.

Real success came with a series of exhibition pieces including two pairs of highly elaborate candelabra, one made for the tomb of Prophet Mahomet in Mecca and ordered for an Egyptian client shown in the companies showroom in Oxford Street, London in 1847, the other for the Exhibition of Industrial Arts and Manufacturers held at Bingley House, Birmingham in 1849. The crowning glory of the firm firms success came with the opening of the Great Exhibition at Crystal Palace in 1851 by Prince Albert, the focal point being a huge fountain by Osler which was held to great acclaim by the general public and the critics alike.

The passing of Clarkson in 1876 and Follett's retirement in 1877 saw the business handed to their sons, Alfred Clarkson and Henry Follett and they went on to further success introducing new innovative chandelier models incorporating their signature tear drop shades, the present lot being one of these new styles, whilst also pioneering the use of electricity.

The name F & C Osler was finally recognised on the 14th July 1906 when the children and grandchildren of Follett and Clarkson were made directors.





65

# A GEORGE IV SILVER-GILT TWO-HANDLED CUP WITH VICTORIAN STAND

the cup by William Theobalds, London 1831; the stand by Francis Boone Thomas, London 1885
The campana form cup with an applied fruiting vine cartouche and rising acanthus leaves, the handles with applied floral ornament, the square stand with fruiting vine plaques, height on stand 44.5cm, weight 133oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000



# A VICTORIAN SILVER-GILT 'WARWICK VASE' **WINE COOLER**

Edward, Edward Junior, John & William Barnard, London 1845

Modelled as the Warwick Vase from Hadrian's Villa, with typical lion pelt and dramatic mask-head decoration in high relief and elaborately entwined handles, with a removable liner and collar, height 25cm, length 35cm, weight 193oz.

£12,000 - 15,000 €14,000 - 17,000 US\$15,000 - 19,000



# A FRENCH SILVER-GILT SERVING DISH AND COVER WITH GILT COPPER WARMING STAND FROM THE BORGHESE SERVICE

Martin-Guillaume Biennais, 1st standard Paris marks for 1809 - 1819, the cover engraved 'Biennais, Orfèvre de Lrs Mtés Impériales et Royales à Paris'

The oval dish with an anthemion border, the domed cover with a removable bud finial and foliate bracket, decorated with an applied frieze of dancing Classical maidens supporting swags and swans, the stand with four winged lion mask and paw feet, with a hinged refilling slot, all three pieces engraved with the arms of Borghese, length of stand 50.5cm, weight excluding stand 155.5oz.

£40,000 - 60,000 €45,000 - 68,000 US\$50,000 - 75,000

# Provenance

Prince Camillo Borghese.

The Borghese Palace Sale, Giacomini and Capobianchi, Rome 28th March - 9th April 1892, part of lot 847.

Don Antonio Licata, Prince Baucina.

Ercole Canessa.

Edith Rockefeller McCormick, American Art Association/Anderson Galleries Inc., New York, 5th January 1934, lot 729 or 730.

De Borges family collection.

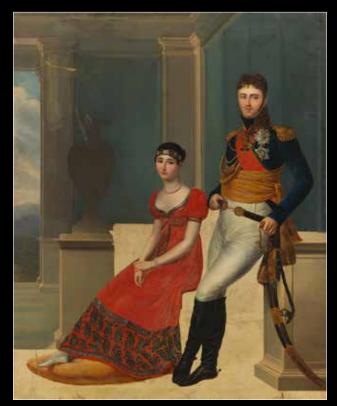
Private Spanish collection.

Christie's, London, 2nd June 2009, lot 121.

Private collection.

# **Exhibited**

Chicago, The Arts Institute of Chicago, June 1924 - November 1932.



Pauline and Camillo Borghese, by François Josèphe Kinson (1802-1810). Courtesy of Museumslandschaft Hessen Kessel, Neue Galerie. Photograph: Gabriele Boessert

Camillo Borghese, Prince of Sulmona (1775-1832) became the second husband of Napoleon's sister Pauline in 1803. As a wealthy young prince with pro-Napoleon leanings the union seemed to augur well. However, before many years had passed, and possibly as a result of Pauline's numerous affairs, the relationship cooled and the couple began to live apart. Their dislike for each other did not prevent Napoleon conferring numerous honours and titles on Borghese, who was made Governor of Piedmont in 1808. He was compelled by Napoleon to sell 344 items from his family's art collection to the French state in 1807, receiving in return the vast sum of thirteen million francs. It may have been at this time that the Borghese service was ordered.

After Napoleon's downfall those who had supported him faced a certain amount of retribution. To avoid this, and also to distance himself from Pauline, Borghese fled to Florence where he spent ten years with his mistress. He was eventually reunited with Pauline, on the pope's insistence, three months before her death. The Prince returned to Florence where he died in 1832, being succeeded by his brother Francesco.

The entire service, comprising around 1500 items, was entrusted to Martin-Guillaume Biennais who had previously supplied silver to Napoleon and members of his family. As reward, Biennais had been permitted to engrave on his work the phrase 'Orfèvre de S[a] M[majesté] L'Empereur et Roi à Paris', changing to 'Orfèvre de L[eu] rs M[ajes]tés Impériales et Royales à Paris' on Napoleon's marriage to Archduchess Marie Louise of Austria in 1810.

It is the presence of both of these inscriptions on different pieces of the service (as well as the fact that some pieces are hallmarked for 1798-1809 and some 1809-1819) that allows us to date its manufacture to around 1810. It was not unusual for large services to take a few

years to finish; indeed, as some of the pieces in the Borghese service bear the mark of Jean-Baptiste-Claude Odiot, Biennais must have outsourced some of the work in order to speed up its completion.

The design for the current lot is based on the drawings in Recueil de Decorations Intérieures by Charles Percier (1764-1838) and Pierre-François Fontaine (1762-1853). After both spending time studying the ancient monuments of Rome they met in Paris and worked on reinterpreting what they had seen to be used for architecture and decorative arts in their own day. Their designs were eagerly taken up by both Biennais and Odiot.



(detail)







69

# A GEORGE III LARGE SILVER EPERGNE

Frederick Kandler, London 1767

Shaped-oval form, the detachable bowl with open-work anthemion handles, gadroon undulating borders, pierced and chased sides with foliate scrolls and lattice panels, the stem pierced with slats above an open-work leaf, berry and garland apron, with eight detachable foliate scroll branches, four suspending a basket with overhead swing handle, two oval and two circular, and four supporting a circular dish, baskets and dishes all engraved with a crest and motto 'Motto Vivo et Armis', height 43cm, weight 221oz.

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000 An epergne of this design by the same maker and hallmark date was sold at Christie's, London, 1st December 2005, lot 419.

The motto Vi Viva et Armis relates to the Hennessy family of Cork, Ireland, and the crest is believed to be for the same family.

It is interesting to note the error in the motto which contains the word Motto with Vivo et Armis, and it is possible the artisan engravers did this in error.

# 70

# A PAIR OF GEORGE III SILVER **CANDLESTICKS**

Elizabeth Godfrey, London 1763 With removable part-marked drip-pans, the tapering stems with square knops and Classical masks, the square bases with incurving corners, scalework and shell motifs, engraved arms and crests, the paternal arms and crest are of David, the maternal arms for Atsoe, Bassett or Dalby, height 24.5cm, weight 57oz. (2)

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000



# 71

# A CASED GEORGE II SILVER TEA **CADDY SET**

Thomas Gilpin, London 1752 Comprising two tea caddies and a sugar box, after a design by Paul De Lamerie, chased and embossed with chinoiserie scenes of tea pickers surrounded by scrolls, shells and lion masks, the sides engraved with the arms of Sir Harry Burrard, the hinged lids with floral finials, in a fitted case with silver fitments, the hinged stamped with maker's mark 'I.W', height of sugar box 15cm, weight 40oz.

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000

Sir Harry Burrard (1707 - 1791), 1st Baronet, of Walhampton, was an MP for Lymington, riding forester of the New Forest and Governor of Calshot Castle. In 1769 he was created Baronet. He married firstly in 1731 Alicia Snape and secondly in 1754 Mary Frances Clarke, daughter of James Clarke. He was succeeded as 2nd Baronet by his eldest son, by his second wife, Sir Harry Burrard-Neale (1765 - 1840).

Examples of Paul De Lamerie's originals can be found in the Virginia Museum of Fine Arts: Jerome and Rita Gans Collection of English Silver 97.28.1-2.

# A MONUMENTAL VICTORIAN SILVER CRUET

Edward, Edward Jnr., John & William Barnard, London 1838

The openwork handle with acanthus leaf ornament, the frame containing a large and small caster together with a blind caster, and two cut-glass bottles with silver mounts, the base with strap-work chasing, on four claw and ball feet with eagle head supports, one side with a foliate cartouche engraved with the arms of Darby and Grant for Francis Darby, the casters engraved with crests, height 39cm, weight without glass bottles 110.5oz.

£25,000 - 35,000 €28,000 - 40,000 US\$31,000 - 44,000

Francis Derby (1783-1850). Christie's, New York, 5th October 1979,

Christie's, London, 8th July 1998, lot 152.

Francis Derby, Esq., of Sunniside House, Colebrookdale, Shropshire, was the son of the engineer Abraham Derby (1750-1789) who made an important contribution to the Industrial Revolution. He is best known for the Iron Bridge over the River Severn: the first major bridge to be made of iron.



73

# A WILLIAM IV SILVER SEAL BOX, WITH ROYAL ARMS

Paul Storr, London 1832

Circular, the hinged cover cast and chased with the royal arms within a border of running oak leaves and acorns, the interior numbered '2', diameter 17cm, weight 17.7oz.

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500



73



# A SET OF FOUR SILVER SALTS

Paul Storr, London 1837 Circular lobed form chased with foliate festoons, on three acanthus-capped scroll feet, gilded interiors, height 5.7cm, diameter 9cm, weight 23oz.

£2,500 - 3,500 €2,800 - 4,000 US\$3,100 - 4,400



# A GEORGE III SILVER-GILT SEAL BOX

Paul Storr, London 1817

Circular, the hinged cover cast and chased with the royal arms within a border of running oak leaves and acorns, the interior numbered '8', diameter 17.5cm, weight 21oz.

£5,000 - 8,000 €5,700 - 9,100 US\$6,300 - 10,000



75



76 JEAN BAPTISTE CARPEAUX (FRENCH 1825 - 1875): A BRONZE PORTRAIT BUST OF CHARLES GARNIER

The reduction cast by Ferdinand Barbedienne The sitter modelled full face looking slightly to dexter wearing a loosely tied shirt, waistcoat and jacket, on integral square socle, signed to the side JB. Carpeaux, the rear inscribed: F.Barbedinne, Fondeur PARIS, and with indistinct Collis pastille, raised on a rouge griotte moulded shallow square plinth base, the bust: 39.5 cm high, 46cm high overall

£12,000 - 18,000 €14,000 - 20,000 US\$15.000 - 23.000

Carpeaux was a student at the École des Beaux-Arts and won the Prix de Rome in 1854. Inspired by the sculptors of the Italian Renaissance, he moved to Rome in 1854 until 1861. It was here that he developed his signature style utilising the principles of baroque art while depicting

everyday subject matter. While a student in Rome, Carpeaux made a plaster version of Pêcheur Napolitain à la coquille, the Neapolitan Fisherboy, which was shown at the French Academy. Several years later he carved the marble version which was displayed at the Salon exhibition in 1863. This same piece was purchased by Napoleon III for his wife, the Empress Eugénie.

Carpeaux mentored several budding young sculptors including importantly Jules Dalou and Jean Louis Forain. He was also a long-standing friend of the architect Charles Garnier, whose likeness is depicted in the present lot and the two men worked closely together on the design of the Paris opera and its sculpture embellishments.

Charles Garnier was a renowned architect, lauded for his design for the opera house in the 9th arrondissement of Paris. The design for the building, which today is referred to as the Palais/Opera Garnier, was selected via an architectural competition, which Garnier won against almost two hundred contestants. He, like Carpeaux, had studied at the École des Beaux-Arts in 1842 and also won the Prix de Rome, slightly earlier, in 1848.

After his death, a monument designed by Jean-Louis Pascal was placed at the west end of the Palais Garnier and was crowned with a copy of the bust made by Carpeaux.

## Literature

M. Poletti and A. Richarme, Jean-Baptiste Carpeaux sculpteur: Catalogue raisonné de l'oeuvre édité, Paris, 2003, pp. 118-119, no. BU 20 A. Middleton Wagner, Jean Baptiste Carpeaux, Sculptor of the Second Empire, Yale University Press, 1989.



For details of the charges payable in addi please refer to paragraphs 7 & 8 of the N



# **EMANUEL FRÉMIET (FRENCH, 1824-1910): A BRONZE EQUESTRIAN GROUP ENTITLED 'CHEVEAUX DE COURSE** ET JOCKEYS'

The riders seated on their mounts raised on naturalistic oval base signed E. FRÉMIET, mid golden brown patination, 46cm high, 22cm wide, 49cm long

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

Perhaps now considered to be one of the finest aninmalier models depicting a pair of jockeys on horseback dating from the late 19th century, 'Chevaux de course et jockeys' was first exhibited at the Salon of 1885 (N° 3707) and again at the Exposition Universelle four years later. The model was so well received by critics that Frémiet subsequently sent it on show abroad, firstly to Antwerp in 1885 and then to Copenhagen in 1888.

Emmanuel Frémiet (French, 1824-1910) is now perhaps most famous for his sculpture of Joan of Arc in Paris and the monument to Ferdinand de Lesseps in Suez. The noted sculptor Pierre-Nicolas Tourgueneff was one of many students who learned sculpture under the tutelage of Frémiet

# Literature

C. Chevillot, Emmanuel Fremiet: La main et le multiple, Dijon, 1988, S127, p.95

Jane Horswell, Bronze Sculpture of "Les Animaliers", Reference and Price Guide, Woodbridge, 1971, p.185



# OF ROYAL INTEREST: A WILLIAM IV GILT BRONZE AND AGATE, TURQUOISE MATRIX AND RED STONE 'GEM' SET INK STAND WITH PROVENANCE TO QUEEN ADELAIDE, WIFE OF KING

of rectangular form with wavy lotus border and twin inset oval agate panels within foliate scrolling engraved borders, the edges with closed back claw set cobochon stones, raised on a moulded and elaborate acanthus and floral scrolling footed stand, the centre mounted with a seated putto taperstick with shaped drip pan and conical flambe finial, flanked by twin lotus vase inkwells, the hinged lids with flambe finials on stiff leaf scrolling feet, with inset ceramic receivers, together with a lawn and netted lace trimmed pocket handkerchief, embroidered

to one corner with a crowned basket of flowers and 'Adelaide,' a circular blue velvet and gilt couched metal embroidered pen wipe the centre with an applied gilt metal filagree rosette, and a collection of accompanying later contemporary correspondence and paperwork, the inkstand: 9cm high x 24cm wide x 17.5cm deep

£5,000 - 8,000 €5,700 - 9,100 US\$6,300 - 10,000

# Provenance

Purchased by the present owners father and thence by descent

# Papers to include:

The newspaper cutting within a black border: Announcing the death 'Of her Majesty The Queen Dowager,' from the London Gazette Extraordinary, December 2 1849, announcing: 'The morning, at seven minutes before two o'clock, her Majesty the Queen Dowager departed this life, at Stanmore Priory, to the great grief of her Majesty and of all the Royal Family, after a painful and protracted illness which she bore with exemplary patience,'

Cut out from previous catalogue: Reading 'Queen Adelaide's Inkstand in gilt bronze, cabochon-set borders enclosing agate ovals, with two inkwells and a snuffer; a Penwipe...her pocket handkerchief, sundry letters etc.'

Small envelope with the words 'Queen Adelaide,' written on the front: Containing a small black bordered letter saying 'Pen wiper from The Queen Dowager's writing loo (?) used only by Her Majesty -given to me by Lord ...(?) the Priory, December 12/49, H Cornwall,' Another handwritten note saying 'Pocket Handkerchief belonging to the Queen Adelaide,'

# Letters to include:

A Copy of Queen Adelaide's 'Directions for my funeral,' reading 'I die in all humility knowing well that we are all alike before the throne of God, and I request therefore that my mortal remains be conveyed to the grave without any pomp or state.

They are to be carried to St George's chapel, Windsor, where i request to have as private and quiet a funeral as possible. I particularly desire not to be laid out in state and the funeral to take place by daylight, no procession, the coffin to be carried by sailors to the chapel. All those of my friends and relations, to a limited number, who wish to attend may do so. My nephew, Prince Edward of S. W, Lords Howe and Denbigh, the Honourable W. Ashley, Mr Wood, Sir Andrew Barnard, and Sir D. Davis, with my dressers and those of my ladies who may wish to attend. I die in peace and wish to be carried to the tomb in Grace, and free from the vanities and pomp of this world. I request not to be dissected nor embalmed and desire to give as little trouble as possible. I shall die in Grace with the world and full of gratitude for all the kindness that was ever shown to me and in full reliance (?) to the mercy of our Saviour Jesus Christ, in whose hands I commit my soul.'

To Buckingham Palace: Your Majesty,

I beg to present my humble duty and to request the attention of Your Majesty to the following:



I acquired in an antique shop in Chelsea an ornamental inkstand which was formerly the property of Her Late Majesty Queen Adelaide and with it was a small collection of personal souvenirs. Amongst these were various notes addressed to a Colonel Cornwall of Cadogan Place, and others, and, above all, a letter in Her Late Majesty's handwriting giving detailed instructions regarding directions to be observed at her funeral.

I feel sure that this touching document must be of such historic and personal interest that it is not one which I should retain in my possession, especially as I feel that it might be of some personal interest to Your Majesty. Therefore, with humble duty I have the honour to offer it for Your Majesty's safekeeping, should it be Your desire as a token of my enduring loyalty to Your Majesty and to the Royal Family...'

From Buckingham Palace:

Dated 19th January 1961, 'I am commanded by The Queen to thank you for your letter of 6th January.

It was extremely kind and considerate of you to end to Her Majesty the various documents discovered in the ornamental inkstand which you recently acquired. The letter in Queen Adelaide's handwriting which gives detailed instruction regarding her own funeral is not, in fact, original but a lithograph. Several copies of this survive, and the original is already in the Royal Archives. I am therefore returning

this document to you with the assurance that as it was given quite a wide circulation by Queen Victoria, there is no possible objection to your retaining it among your possessions. The copy which you sent me was evidently given to Colonel Cornwall, who was one of Queen Adelaide's Equerries, Queen Victoria in fact gave copies of Queen Adelaide's instructions to the members of the late Queen's household.

The other documents which you forwarded are, however, of considerable interest to the Royal Archives, and I have therefore retained them.

I am commanded by Her Majesty to thank you very much indeed for having given these documents to the Archives.'

From Windsor Castle: Dated 29th July 2014 from Miss Pamela Clark, Senior Archivist, Royal Archives..'Thank you for your letter of 6 July seeking information concerning the material which your later father presented to the Royal Archives.

According to our records the items which we retained were the 6 notes and letters from Queen Adelaide to Colonel and Mrs Cornwall mentioned in your father's letter to the The Queen. these items are undated, but probably date from the 1840s. I trust this clarifies this matter sufficiently for you.'

79 TP

# AN IMPRESSIVE AND VIBRANT MYTHICAL FLEMISH TAPESTRY SHOWING A SCENE FROM THE AENEID,

early to mid 18th century,

Woven in rich wools and some golden threads, depicting a scene from Book Four of the Aeneid, the bare breasted Queen Dido, Queen of Carthage, having just fainted is bourne away by her attendants, all in eastern dress and headwear, meanwhile to the right, the father of Rome, Aeneas, turning to take command of his forces, set against a backdrop of verdant landscapes with Carthage in the distance, including abundant details of village figures, tents, soldiers and various natural forms, 338cm x 243cm

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000

# Provenance

Property of a Lady

# Literary sources:

The story of Aeneas' return to the fleet is rarely depicted as told in the Aeneid Book IV. Virgil describes how Dido faints upon hearing that her lover is leaving Carthage but in the tradition of Western Art, she is typically shown standing or sitting on a throne. Here, the artist has shown her exactly as Virgil described her:

His medium dictis sermonem abrumpit, et auras aegra fugit, seque ex oculis avertit et aufert, linquens multa metu cunctantem et multa parantem dicere. Suscipiunt famulae, conlapsague membra marmoreo referunt thalamo stratisque reponunt. At pius Aeneas, quamquam lenire dolentem solando cupit et dictis avertere curas, multa gemens magnoque animum labefactus amore, iussa tamen divom exsequitur, classemque revisit.

Abruptly, she stopped mid speech, sick at heart she fled, turning herself away from Aneneas' gaze, as she left, he tried fearfully

to talk and reassure her but in vain.

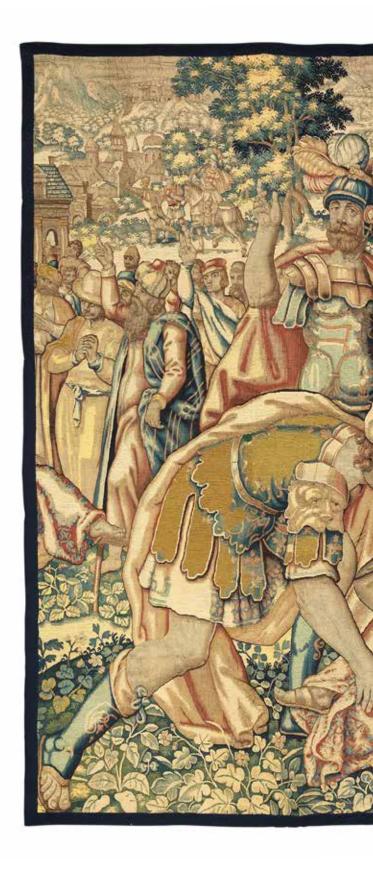
Her attendants bore her away to her chamber as she fainted So that she might rest her weary limbs.

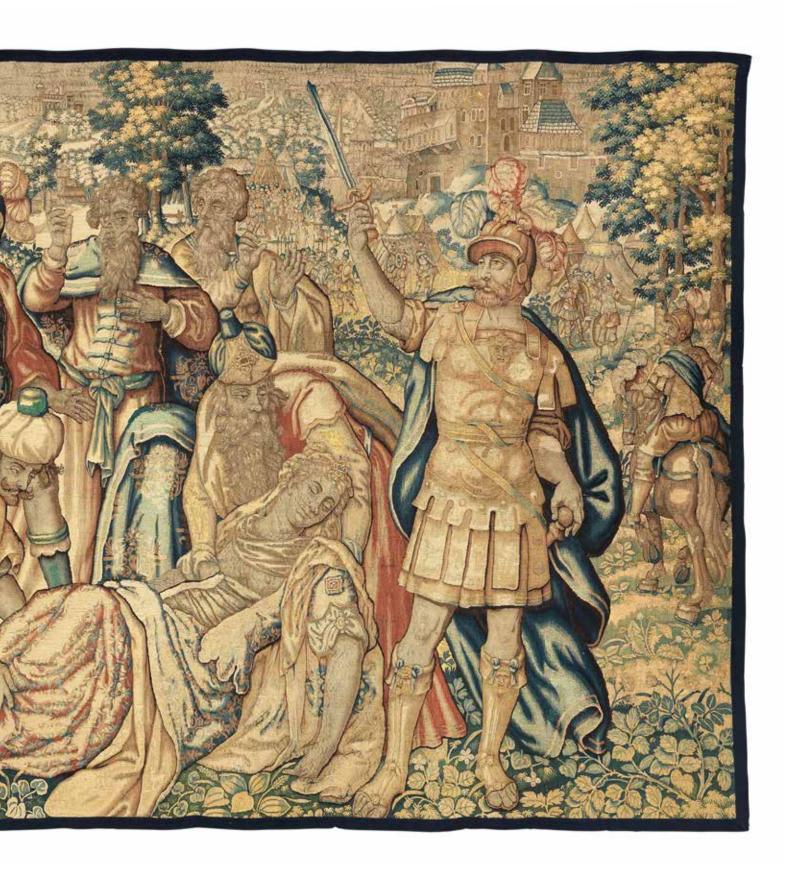
But Aeneas, mindful of his duty, however much he wished to turn to her

and console such intense misery with words of comfort, even though his soul was heavy with love for her, nothing would persuade him away from the divine task

And so he resumed command of the fleet.

T.C Williams, Virgil, The Aeneidl Houghton Mifflin Co. Boston, 1910







(the top)



£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000 81 TP

# AN UNUSUAL GEORGE III FIDDLEBACK MAHOGANY, SABICU BANDED AND SATINWOOD INLAID SERPENTINE **BOOKCASE-ON-DESK**

Circa 1780, with stringing, the shaped pediment surmounted by two brass urn finials and centred by a tablet, above a stepped cornice and flute inlaid frieze, over a pair of geometric astragal glazed panelled doors, the astragals interspersed by applied painted and gilt beading and rosettes, with six short drawers below, above one long frieze drawer enclosing various compartments, a hinged lidded compartment, a central adjustable hinged ratcheted writing surface and four secret drawers, over six short drawers flanking a pair of doors to the recess, with flute inlaid angles and a shaped apron, on six fluted tapering legs terminating in block feet and castors, 112cm wide x 59cm deep x 237cm high, (44in wide x 23in deep x 93in high)

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





82 TP Y

# A GEORGE III SATINWOOD, SYCAMORE, KINGWOOD, TULIPWOOD, PURPLEWOOD, ROSEWOOD AND MARQUETRY **DEMI-LUNE COMMODE**

possibly Irish, in the manner of William Moore of Dublin Circa 1780, the top inlaid with a sand shaded oval fan patera encompassed by two berried flowerhead roundels, a scrolled foliateissuing palmette, a demi-lune sunflower rosette and two fan angles, above a rosette roundel and anthemia inlaid frieze centred by an oval fan, with flute inlaid angles, incorporating one long mahogany-lined drawer, over a pair of doors each inlaid with a sand shaded oval fan patera, enclosing one shelf, flanked by two panels each inlaid with a patera within an oval, interspersed by projecting pilasters, terminating in square tapering feet and a 'Tunbridgeware' inlaid plinth base, the plinth base apparently 19th century, 111cm wide x 51cm deep x 80cm high, (43 1/2in wide x 20in deep x 31in high)

£30,000 - 50,000 €34,000 - 57,000 US\$38,000 - 63,000

# Provenance

The offered lot was purchased at Frank Partridge & Sons, Ltd. by Carlos Sartorius y Diaz de Mendoza, 3rd Marquis de Marino for the Spanish Embassy in London, 22 August 1947. The 3rd Marquis himself was the grandson of Don Luis Jose Sartorius y Tapia, 1st Count of San Luis. Thence the commode passed by descent within the family of the Counts of San Luis.

Elements of the inlay on the offered lot such as: palmettes and anthemia, sand shaded oval fans, simulated fluting, bellflowers, paterae and berried rosettes are recurrent characteristics of the output of William Moore, who flourished as a cabinet maker during the last quarter of the 18th century and beginning of the 19th century. Also typical of Moore's output is the segmental veneering which is evident on the front panels as well as to the top of the present example.

Moore trained, evidently as a marqueteur, under the renowned partnership of Mayhew and Ince until moving to 22 Abbey Street in Dublin, circa 1779, from where he established his own firm and supplied 'Inlaid Work' in the elegant Neoclassical style of the time. By 1791 Moore had moved to an adjacent location on the fashionable Capel Street, where he worked until his death in 1815.

Moore developed a reputation as the foremost cabinet maker and provider of marguetry in Ireland at the end of the 18th century, whilst the furniture he produced was directly influenced by, and often closely comparable to, the exceptional oeuvre of Mayhew and Ince. Moore incorporated similar ornament and conforming classical motifs in his inlay to much of the marguetry designs found on the work of Mayhew and Ince. Although Moore's idiosyncratic approach differs from the latter's in that his decoration tends to be purposefully more two dimensional and restrained.

Although evidently highly prolific, only one piece of furniture can be definitively attributed to Moore and that is a demi-lune commode, circa 1782, which was supplied to William Henry Cavendish-Bentinck, 3rd Duke of Portland (d. 1809) while he was Viceroy of Ireland. Among the various models sold at auction, a pair of marguetry demi-lune commodes and a pair of marguetry pier tables, both attributed to Moore, sold Christie's respectively London, 19 November 2015, The English Collector, lot 600 and New York, 500 Years: Decorative Arts, 19-20 October 2011, lot 567.

On 26 April 1782 an advertisement in the Dublin Evening Post proudly proclaimed: 'To the Nobility and Gentry... William Moore, most respectfully acknowledges the encouragement he has received, begs leave to inform those who may want Inlaid Work, that by his close attention to business, and instruction to his men, he has brought the Manufacture to such perfection... with every article in the Inlaid Way, executed on the shortest notice, and hopes from his long experience, at Messrs. Mayhew and Ince, his remarkable fine coloured woods, and elegant finished work, to meet the approbation of all who shall please to honour him with their commands', Country Life, 31 May 1946.

In conclusion, the view of Glin and J. Peill is that Moore is 'By far the most important cabinet-maker who reflected the new taste for Neoclassicism and the Adam style. Glin and J. Peill, Irish Furniture, New Haven, 2007, p. 162.

Don Luis Jose Sartorius y Tapia, 1st Count of San Luis (1820-1871), was an aristocrat, statesman and journalist who served Spain as Prime Minister between 1853-54, while Queen Isabella II was on the throne. As a prominent moderate during a period referred to as the 'Moderate Decade' (1844-1854), the Count of San Luis held the important position of Minister of the Interior three times before becoming Spain's political leader. Don Luis Jose Sartorius, who was actually of German descent, married Maria de los Remedios Chacon y Romero de Cisneros and together they had seven children.



(the top)

# Property of a Private Collector



Sotheby's, London, 7th June 2007, lot 152.



The inscription reads:

'Presented to Lt Colonel the Earl of Winchilsea & Nottingham by the Officers, non-commissioned officers & privates of the East Kent Regiment of Yeomanry Cavalry in testimony of their grateful sense of his unremitting and liberal exertions to promote the best interests of the regiment during a period of eight years that it was under his lordship's command, Octr 5th 1838.'

George Finch-Hatton, 10th Earl of Winchilsea, 5th Earl of Nottingham (1791-1858) was named a deputylieutenant for the county of Kent in 1820. In his position in the House of Lords he was virulently anti-Catholic and firmly opposed to the Catholic Relief Bill brought in under the premiership of Arthur Wellesley, 1st Duke of Wellington. In an open letter the Earl accused Wellington of acting surreptitiously, intent on 'the introduction of Popery into every department of the State.' After a series of (later published) private letters to each other tempers had escalated, and Wellington challenged the Earl to a duel. Wellington fired first and missed (intentionally, some reports claimed), and, after receiving fire, the Earl raised his arm deliberately and fired into the air. He afterwards published a letter expressing regret for the offence caused, and the matter was considered closed.



George William Finch-Hatton, 10th Earl of Winchilsea, by John Henry Robinson (1839), after Thomas Phillips



Paul Storr, London 1808

The frame holding eight cut-glass bottles with silver mounts, on an oval base with acanthus leaf handles and gadroon border, on four leaf and scroll feet, engraved with the arms of William Hulton, of Hulton Park, Lancs., with two associated ladles, length 38cm, weight of weighable silver 56.5oz.

£6.000 - 8.000 €6,800 - 9,100 US\$7,500 - 10,000

William Hulton (1787-1864) was a man of considerable wealth and influence, owning seven collieries as well as being High Sherriff and Magistrate for Lancashire.

During the Luddite revolt he gained a reputation for being tough on crime and political dissent. In 1819 he gained notoriety after the Peterloo Massacre when he ordered the 15th Hussars to charge on a crowd of demonstrators who had gathered to listen to a speech on the reform of parliamentary representation. Eighteen people were killed and over 400 injured as a result. The figure leaning out of the window in the left of Carlisle's print is likely to be Hulton and his fellow magistrates.



Peterloo Massacre, by Richard Carlisle (1819)

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



# A SET OF FOUR GEORGE III SILVER CANDLESTICKS

Paul Storr, London 1815

The fluted knop stems with scroll, shell and mask decoration, with detachable drip pans, the shaped-circular bases with further masks together with floral and foliate ornament, engraved with crests, height 24.7cm, weight 115oz. (4)

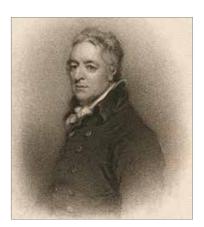
£18,000 - 24,000 €20,000 - 27,000 US\$23,000 - 30,000

# Literature

A set of four candlesticks of this design is illustrated in Hartop, 'Art in Industry: The Silver of Paul Storr', Cambridge 2015, page 83.

A set of four candlesticks of this design was sold in these rooms, 5th April 2017.





George O'Brien Wyndham, 3rd Earl of Egremont, by John Samuel Agar (1810)

# A GEORGE III SILVER DISH COVER FROM THE EGREMONT SERVICE

Paul Storr, London 1806 Oval, with a gadroon band around the base and twisted serpent finial and bead rim, engraved on both sides with the arms of George O'Brien Wyndham, 3rd Earl of Egremont, the interior engraved 'No. 1'., length 48.4cm, weight 111.5oz.

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

# Provenance

Sotheby's, New York, 26th April 2008, lot 280 (part).

George O'Brien Wyndham, 3rd Earl of Egremont (1751-1837) was an enthusiastic patron of the arts. He filled his stately manor, Petworth House in West Sussex, with refined decorative and fine art including paintings by John Constable, Anthony van Dyck and J.M.W. Turner, sculpture by John Flaxman and furniture and carvings by Grinling Gibbons. His extensive silver dinner service ranks as one of Storr's largest.



(detail)

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



#### A GEORGE III SILVER MEAT DISH AND OLD SHEFFIELD PLATE **WARMING STAND**

Paul Storr, London 1812

Shaped-oval form, with a gadroon border, engraved with the crest of Heathcote of Chesterfield, Derbyshire, the base with scroll handles and wood bun feet, with an internal reservoir, length of dish 56cm, weight 111oz.

£3,000 - 4,000 €3,400 - 4,500 US\$3,800 - 5,000

#### Provenance

Sotheby's, New York, 26th April 2008, lot 280 (part).

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#### A PAIR OF GEORGE III SILVER SAUCE TUREENS

Paul Storr, London 1801

Oval, on pedestal feet, with gadroon rims, upswept ribbed loop handles, the covers with ribbed loop handle and branch junctions, the underside of the bases scratch engraved 'N"1 31"3, N"2 31"9', length over handles 24cm, weight 61.7oz.

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

#### Provenance

Bonhams, London, New Bond Street, 12th November 2014, lot 97.





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



#### A GEORGE III FIVE-PIECE SILVER TEA AND COFFEE SERVICE

Paul Storr, London 1816, the milk jug unmarked Comprising a kettle, teapot, coffee pot, sugar bowl and milk jug, the acorn finials of the pots and milk jug with wood inserts, the wood handles leading to Classical masks, the bodies with friezes of rosettes amid tendrils, the lower halves with vertical gadrooning, the kettle with a serpent head spout, the burner stand on four feet, the kettle with an armorial engraving, height of kettle 38cm, weight total 286oz. (5)

£30,000 - 50,000 €34,000 - 57,000 US\$38,000 - 63,000



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

Paul Storr, London 1809

Campana form, with detachable liners and collars, the collars with guilloche borders, the main bodies with friezes of rosettes and honeysuckle wave, the lower halves with applied acanthus leaf and fruiting vine ornament, on spreading fluted bases, the bodies with applied arms of Josslyn Francis, 5th Baron Muncaster (1834-1917), the liners crested, height 28.5cm, weight 289oz. (2)

£80,000 - 120,000 €91,000 - 140,000 US\$100,000 - 150,000

#### Provenance

Sotheby's, London, Property from the Muncaster Castle Collection, 9th November 1995.

Josslyn Francis Pennington, 5th Baron Muncaster, DL, JP (1834–1917) succeeded his elder brother in the barony in 1862. As this was an Irish peerage it did not entitle him to an automatic seat in the House of Lords. Muncaster was instead elected to the House of Commons for Cumberland West in 1872, a seat he held until 1880, and later represented Egremont from 1885 to 1892. He was also a Deputy Lieutenant and Justice of the Peace for Cumberland and served as Lord-Lieutenant of Cumberland between 1876 and 1917. In 1898 he was created Baron Muncaster, of Muncaster in the County of Cumberland, in the Peerage of the United Kingdom, which gave him a seat in the House of Lords.

91 \*

#### BIAGIO BARZOTTI (ITALIAN, FL. SECOND HALF 19TH CENTURY): A THIRD QUARTER 19TH CENTURY VATICAN WORKSHOP MICROMOSAIC PANEL DEPICTING A TOPOGRAPHICAL VIEW OF ST PETER'S SQUARE,

The expansive and well detailed scene including a large crowd of onlookers, various carriages, a row of guardsmen and members of the Swiss guard on horseback, signed *B e F. Barzotti*, below *R.F.SP* (Reverend workshop of St Peter's), the whole set within an iron mount, and set within a later giltwood moulded rectangular frame, *image* 28cm x 49.2cm, the panel 30cm x 51cm, the frame 37cm x 57cm

£35,000 - 45,000 €40,000 - 51,000 US\$44,000 - 56,000

#### Provenance

Property of an American gentleman collector For a comparable panel of the same detailed subject in a larger size, see Christies New York, 10th October 2016, lot 130 (\$131, 250 including Buyers Premium)

#### Barzotti and the Vatican Workshop

Active at his studio situated at 57 via de Babuino near the Pizzadi Spangna, Rome, Biagio Barzotti was an important and celebrated mosaic artist working for the Vatican workshops up until the end of the 19th century. Amongst his many important commissions, he was contracted to create a mosaic of Leo XIII in St Peter's Square and his workshop also executed a mosaic depicting Leo XIII on the Vatican Terrace circa 1896.

The subject of St. Peter's Square with the domed Basilica and Vatican in the background was one popular with tourists and hence very popular with mosaicists during the 19th century, although this particularly fine example illustrates Barzotti's skill in the minute detail of the many and varied figures of the crowd at a Papal Blessing.

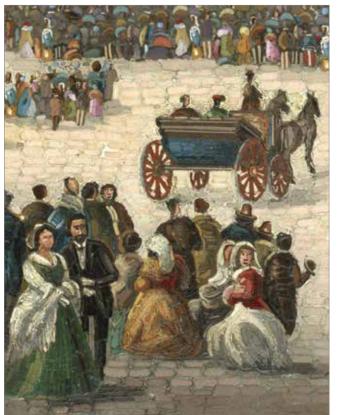
For large scale mosaics, such as the present lot, the Vatican workshop used cubic tesserae, known as smalti. These were made from ground glass and baked in an oven creating a medium that was not unlike enamel. By the late 18th century it was possible to make strands of coloured glass, which was narrow enough to be cut into the minute tesserae. These minuscule cubes of colour provided an extensive palette which allowed for even more detailed and painterly compositions and the Vatican workshop excelled in creating some of the best examples of mosaic work in Italy by the third quarter of the 19th century.

#### Literature

Jeanette Hanisee Gabriel, *The Gilbert Collection*, Micromosaics, Philip Wilson Publishers in association with the Gilbert Collection, 2000. pp.282

Brian McCarthy, Micromosaics, Private Collections, 2016. pp.107







(details)



92 \* TP

#### A RARE GEORGE III PAKTONG AND **CAST-IRON FIRE GRATE**

in the neo-classical taste, circa 1775 Of serpentine fronted basket form, the plain rectangular back before a stiff leaf cast railed front flanked by pendant bell husk uprights with urn finials, the pierced frieze intersposed with oval patera within beaded borders, the outswept scrolling sides with corresponding pedestal urn finials and oval patera and circular rosettes, raised on projecting tapering stiff leaf cast column supports and square block feet, 78cm high, 82cm wide, 36cm deep

£15,000 - 25,000 €17.000 - 28.000 US\$19,000 - 31,000

#### Provenance

Sotheby's New York, October 21-22, 1999,

Sotheby's New York, October 22, 2014, lot 50 (\$62,500 including Buyers Premium)

Paktong is a rare Chinese alloy of copper, zinc and nickel which was imported into Europe from the late 17th century up until the early 19th century. Known as 'white copper', pieces were fashioned in the metal to imitate silver but the composition and origins of the metal, which does not tarnish, only came to light in recent decades via the extensive research of a small number of dedicated collectors and academicians.

Designs for fire grates were included in many of the contemporary 18th century pattern books of the second half of the 18th century including the third edition of Thomas Chippendale's 'Director' in 1762 but usually with little or no references to specific makers. The design of the present lot bears similarities to a grate

featured in 'The Stove-Grate Makers Assistant, a Treasury of Original and Fashionable Designs for Bath Stoves, Pennsylvania Stoves, Single and Double Standard Grates, Fret & C' by W. Glosso, Stove Grate Maker, published by I. Taylor in 1771. It also relates closely to a series of surviving fire grates which are in the permanent collections of a number of UK country houses. Many of these comparable grates were produced in the neo-classical taste in the manner of Robert Adam. However, although the type of metal alloy to be used in their manufacture is not specifically mentioned in the any notes accompanying Adam's drawings depicting chimney-pieces, it is found in some of the houses designed by him include Osterley Park, Syon House Nostell Priory and Saltram.

#### Literature

W. D. John & Katherine Coombs, 'Paktong', Newport, 1970

Christopher Gilbert and Anthony Wells-Cole. 'The Fashionable Fire Place 1660-1840', Leeds, 1985

Keith Pinn, 'Paktong', 'The Chinese Alloy in Europe', Woodbridge, 1990

93 TP

#### JOHN HENRY FOLEY RA. RHA (IRISH. 1818-1874): A SCULPTED WHITE MARBLE BUST OF SIR LEE BENJAMIN **GUINNESS, 1ST BARONET OF ASHFORD** (IRISH, 1798-1868)

The sitter looking slightly to dexter, his shoulders clad in drapery, the rear signed and dated J. H. FOLEY RA, LONDON 1867 on circular socle base, 75cm high

£20,000 - 30,000 €23,000 - 34,000 US\$25,000 - 38,000

#### Provenance

James Adams, Orwell Park (formerly The Manse), Rathgar, Dublin. Probably acquired when residing Adams at the address, possibly from 1898 and certainly by 1901 to 1932. Acquired by the present vendor's aunt along with the house from the Adams estate, circa 1932. Thence by descent

The present lot was, by repute, acquired by the current vendor's aunt when she purchased Orwell Bank, formerly known as The Manse for Christ Church, Rathgar from James Adams of Adam's Auctioneers in 1932. Although it is most likely that James Adams acquired the bust through his business, it is also possible that it could have acquired the piece from a previous occupant of the house, the Rev. George Hanson, second minister of the congregation who lived at The Manse from 1866-1898. An Italianate style house purpose-built for the newly built Christ Church, The Manse was originally occupied by William Fleming Stevenson, first minister of the church between 1865 and 66 and was eventually demolished to make way for flats in the late 1970's.

An identical bust of Sir Benjamin Lee Guinness also dated 1867, originally the property of Lady Olivia Charlotte Guinness, Baroness Ardilaun, and wife of Arthur, eldest son of Sir Benjamin, was sold at auction in Dublin in 2014.

Neither the present lot or the previously sold bust are recorded in either contemporary catalogue raisonnés or in the listed works for Foley in the revised edition of Rupert Gunnis's Dictionary of British Sculptors 1660-1851.

This might suggests that they were both privately commissioned to commemorate the year that Guinness was made a Baronet although the emergence of the current lot which does not have any known family provenance might confirm it originally had a more public or civic purpose, the origins of which are now apparently unknown.

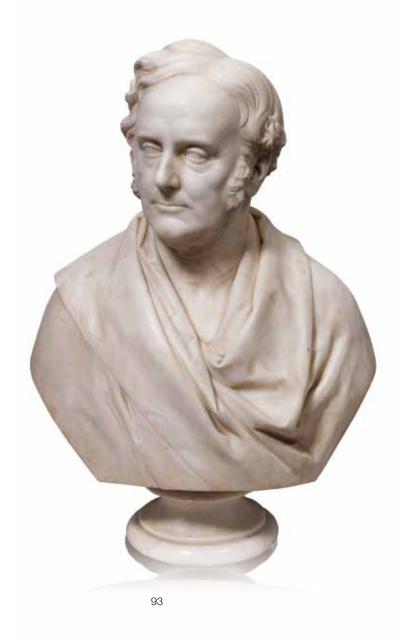
#### Sir Benjamin Lee Guinness, 1st Baronet (1 November 1798-19 May 1868)

Guinness is world renowned as an Irish brewer, philanthropist and politician. Born in Dublin, he was the third son of the second Arthur Guinness, and grandson of the latter's namesake (1725-1803) who founded the famous Guinness brewery. In 1839 Guinness took sole control of the family business and by 1855 was the richest man in Ireland.

In 1851 he was elected the first Lord Mayor of Dublin under the reformed corporation and in 1863, was made an honorary LL.D. (Doctor of Laws) by the Trinity College Dublin. He was elected to the House of Commons in 1865 as a Conservative representative for Dublin city -a position he held until his death. In 1867 was created a baronet by patent, in addition to which, on 18 May 1867, by royal license, he had a grant of supporters to his family arms.



(back showing with signature)



A pious man, Guinness served as an ecclesiastical commissioner for Ireland. At the time of his death he was engaged in the restoration of Archbishop Marsh's public library, a building which adjoins St. Patrick's Cathedral. This work was finished by his son Arthur. A bronze statue of him by John Henry Foley was erected in St. Patrick's churchyard, south of the cathedral, in September 1875, which was restored in 2006. He demonstrated a great interest in Irish archæology and preservation by maintaining the antiquarian remains existing on his large estates around Ashford Castle in County Galway (which he purchased in 1855).

#### John Henry Foley (24 May 1818 in Dublin - 27 August 1874 in London)

Foley, often referred to as J. H. Foley, was a London-based Irish sculptor, working in the mid-19th century. He is probably best known for his statue of Prince Albert for the Albert Memorial in London. Foley also made several

important works for his native city of Dublin, including the monument to Daniel O'Connell (1864-82, O'Connell Street, Dublin) and a bronze statue of Oliver Goldsmith (1864, Trinity College, Dublin).

Born in Dublin in 1818, Foley showed great promise from an early age. At 13 he began to study modelling, architectural drawing, studies of the human form and ornamental design at the Royal Dublin Society. He moved to London to train at the Royal Academy when he was 17 and in 1840 he exhibited his 'Death of Abel and Innocence' and 'Ino and the Infant Bacchus', which resulted in a subsequent commission from the Earl of Ellesmere. This early success was soon followed by others, including Lear and Cordelia and Death of Lear, exhibited in 1841; Venus Rescuing Aeneas and The Houseless Wanderer, exhibited in 1842 and Prospero and Miranda in 1843.

Foley died on 27 August 1874 and was buried in the Crypt at St. Paul's Cathedral. His obituaries stated that his death was a "national loss, for power to produce works so large and in so grand a style is very rare". On his death, he donated his models to the Royal Dublin Society, and a significant portion of his property to the Artists Benevolent Fund

#### Literature

W. Cosmo Monkhouse 'The Works of J. H. Folev' 1875

Rupert Gunnis 'Dictionary of British Sculptors, 1660-1851', Murrays Book Sales, 1968, pp

Turpin, John T., "Catalogue of the Sculpture of J.H. Foley". Dublin Historical Record, pp 108-18



94 \* TP Y

#### A FRENCH MID-19TH CENTURY ORMOLU, SILVERED METAL, AVENTURINE GLASS AND BLUE COLOURED GLASS MOUNTED EBONY AND EBONISED BREAKFRONT MEUBLE D'APPUI

probably made for the Ottoman or Russian market With an onyx top and gadroon mounted edge moulding above a frieze mounted with a trailing branch issuing C- and S-scrolls, foliage and flowers, over a central panelled door mounted with flowers, berried foliage, two cockerels and scrolled acanthus centred by a Flora mask, enclosing one long shelf, flanked by two smaller panelled doors each with a central arched panel inset with scrolled foliage, floral, shell and lion mask mount hung with a ribbon-tied martial trophy pendant comprising fasces di combattimento, weapons, banners, trumpets, drums and a suit of armour, with a floral bouquet and scrolled foliate mount below, interspersed by flowerhead and entrelac chute angles, flanked by projecting canted angles each with concave panelling mounted with pendant C-scrolls, rosettes and rocaille centred by an entwined floral wreath mount, above a shell, scrolled acanthus and floral cast apron mount, on foliate capped spiral reeded toupie sabots, with tortoiseshell veneered rear pilaster angles, some losses and some composition replaced segments to the blue coloured glass, restorations, 165cm wide x 56cm deep x 99cm high, (64 1/2in wide x 22in deep x 38 1/2in high)

£60,000 - 80,000 €68,000 - 91,000 US\$75,000 - 100,000

#### Provenance

Sir Warwick and Lady Fairfax Collection, Sydney.

Within the vendor's family both the offered and following cabinets, lots 94 and 95, were believed to have originally belonged to the celebrated Rothschild Collection, and were possibly even purchased as such during the mid 20th century. And an excerpt from an old valuation with this alleged provenance appears applied to the reverse of the door. However unfortunately we have not come across any records proving that the present cabinet had any connection to the Rothschilds.

The collection of Sir Warwick and Lady Fairfax represents a significant chapter in Australian twentieth century history, the Fairfaxes being as they were one of the country's most prominent families. Fairwater, their 19th century harbourside home that housed their vast art collection, became the most valuable property ever sold in Australia when it came to the market following Lady Fairfax's death in 2017.

Until that time Fairwater had become a symbol of Sydney's social scene, a society destination where parties were held amongst artworks by Rodin, Chagall, Degas and Epstein. One party, for instance, was held to celebrate the opening of the Sydney Opera House in 1973 where the 800-strong guest list included names like Liberace, Rudolf Nureyev and Rex Harrison. With Sir Warwick Fairfax at the centre of the dynasty's seat, Fairwater truly became the focal point of the family's story.

of the charges payable in addition to the final Hammer Price of each Lot to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue. The young Warwick took over the family publishing business following the death of his father Sir James in 1930, who had become one of Australia's most prominent figures after leading and growing a business that encompassed The Sydney Morning Herald, The Sun Herald, The Age and The Australian Financial Review many of the country's top news publications. The family's influence was inestimable.

During Warwick's tenure as head of the family business he took over the influential architecture, design and interiors review called: The Home. It was at this time that he really started to engage with collecting and decorating the family home at Fairwater. The founder of *The Home*, Ure Smith, became a close advisor and he introduced Warwick to a number of important figures in the art world who would go on to shape Warwick's collection. The combination of this new milieu and Warwick's marriage to his second wife Hanne, a Danish ballerina who loved the arts, galvanised the businessman's interest in collecting.

Regular trips to Europe during the 1940s resulted in acquisitions from renowned galleries such as The Leicester Galleries, London, where Warwick purchased works by Marie Laurencin, Edgar Degas and Maurice Utrillo.



(profile view)





(94 - the back)



(95 - profile view)

95 \* TP Y

#### A FRENCH 19TH CENTURY GILT BRONZE, SILVERED METAL, AVENTURINE GLASS AND **BLUE COLOURED GLASS MOUNTED EBONY AND EBONISED BOWFRONT COMMODE A VANTAUX**

probably made for the Ottoman and/or Russian market Of inverted breakfront outline, with an onyx top and gadroon cast moulded edge, above a frieze mounted with scrolled fruiting flowers and foliage interspersed by squirrels and birds, over a pair of panel mounted doors each with a central elongated arched panel mount inset with scrolled acanthus, floral, shell and lion mask mount hung with a ribbon-tied martial trophy pendant comprising fasces di combattimento, weapons, banners, trumpets, drums and a suit of armour above a floral and scrolled foliate mount, enclosing one shelf, flanked by projecting stepped canted angles each with C-scroll and flowerhead pendant mounts centred by a floral wreath within a concave elongated arched panel mount, over a shaped apron mounted with rocialle, scrolled acanthus and flowers, on four later Corinthian capital form sabots, restorations, 99cm wide x 49cm deep x 95cm high, (38 1/2in wide x 19in deep x 37in high)

£20,000 - 40,000 €23,000 - 45,000 US\$25,000 - 50,000

#### Provenance

Sir Warwick and Lady Fairfax Collection, Sydney.

Please refer to the preceding, lot 94, for a detailed footnote regarding the provenance of the offered cabinet.







#### A 17TH CENTURY LATVIAN PARCEL-GILT SILVER TANKARD

Michael Kresner, Riga circa 1680 Straight-sided form, the lid engraved with floral decoration and arms, the inside of the lid engraved with a presentation inscription, the sides engraved with scenes of a bear hunt, a stag hunt and a boar hunt, the scroll handle with foliate engraving, on three lion paw feet, height 24cm, weight 55oz.

£8,000 - 12,000 €9,100 - 14,000 US\$10,000 - 15,000

#### Provenance

By repute, bought in the 1950s and thence to the current owner by descent.

The inscription on the inside of the lid reads 'George Faudel Phillips from his affectionate ward Frank Lawson'.

Sir George Faudel-Phillips, Bart. (1840-1922) was appointed Sheriff of London and Middlesex in 1884, High Sheriff of the County of London in 1885, and Lord Mayor of the City of London in 1896. In 1867 he married Helen, daughter of Joseph Moses Levy, the proprietor of The Times and owner of The Daily Telegraph newspapers. Frank Lawson was one of her relations.







#### **AN 18TH CENTURY ESTONIAN** PARCEL-GILT SILVER TANKARD

Sven Herling, Reval / Tallinn circa 1746 Straight-sided form with fluted lid, the body, lid and base set with twenty-three gilded coins and medallions ranging in date from 1595-1743, on three gilt ball and claw feet with foliate brackets, the lip engraved with an inscription dated 1746, height 22.5cm, weight 61.5oz.

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

#### Provenance

Christie's, London, 22nd October 1952, lot 121. Thence to the current owner by descent.







#### A WILLIAM III SILVER CHAMBERSTICK

Pierre Platel, London 1701

The flat gourd-shaped handle engraved with a crest and monogram 'GY' and leading to the circular base with gadroon border, the nozzle (unscrewing from the base) with part-fluted decoration, on three bun feet, length 14cm, weight 5oz.

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

#### Provenance

Bonhams, London, 13th November 2013, lot 122.

The boar's head erased crest is used by the Young family of Orlingbury, Northants.

#### A QUEEN ANNE SILVER TANKARD

Joseph Stokes, London 1702

Cylindrical, the scroll thumb-piece with leaf and shell motif, the handle with engraved initials 'P R\*M', on a skirted foot, height 17.7cm, weight 25oz.

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

#### AN ITALIAN SILVER SPICE TOWER

maker's mark 'A?P', Venice late 17th / early 18th century, with later French import marks

The cover finial formed as a floral spray, the hexagonal body and cover richly embossed and chased with scroll and floral decoration, the cylindrical stem leading to the circular base, height 29.5cm, weight 6.5oz.

£30,000 - 40,000 €34,000 - 45,000 US\$38,000 - 50,000

A very similar spice tower was sold by Sotheby's, New York, 29th April 2013, lot 83.



(detail)





#### 101

#### A LATE 16TH / EARLY 17TH CENTURY SILVER-GILT AND HARDSTONE CUP

maker's mark a star radiant, stamped twice, probably Flemish or Dutch

The ocre agate bowl on a spool-shaped support with strap-work decoration, leading to three helmeted busts, the base embossed and chased with panels depicting Faith, Hope and Charity, height 14.5cm, weight total 7.5oz.

£6,000 - 8,000 €6,800 - 9,100 US\$7,500 - 10,000



(detail)

### THE PROPERTY OF A PRIVATE EUROPEAN COLLECTOR; 'THE SEAWOLF COLLECTION'

102

#### A RARE ARTS AND CRAFTS SILVER CENTREPIECE / TAZZA

attributed to Henry Wilson, with indistinct mark, circa 1904 Commissioned to commemorate the Golden Wedding of Charles and Susan Trask in 1904, gifted to them by their children, who on the bowl are represented by nine sets of applied initials and gold roundels corresponding to their zodiac signs.

The circular bowl is finely embellished with fine wire-work, bands with applied lozenge and gold beads, raised on three pairs of elongated tapering supports, the underside of the bowl with a spiralling fluted design, the bowl is centred with a removable seated female figure of Fate, who is spinning out her thread with fine wire forming the initials of their first born son Charles Joseph who died in infancy. A small golden butterfly above the initials symbolises the resurrected human soul. The figure is above five curved supports with open-work naturalistic applications, on a circular base, the whole on a carved ebonised wood plinth, height overall 41cm, diameter of bowl 30.5cm, weight 90oz.

£20,000 - 30,000 €23,000 - 34,000 US\$25,000 - 38,000

#### Provenance

Charles and Susan Trask thence by descent to Nicholas Trask in 1979 (the current lot is sold with an accompanying copy of a letter from Nicholas Trask).

Private sale.

The Seawolf Collection.

Published in 'The Seawolf Collection, a personal touch, late 19th and 20th century silver', illustrated on pages 68-69, published by Rotterdam: Museum Boijmans Van Beuningen: NAi Publishers in Association with Veena Duncker, VD Private Collections, Munich, 2003. Published to accompany a travelling exhibition.

The Trask family lived at The Court House Norton-sub-Hamdon, Somerset, they owned the Ham Hill quarry and were a noted family in the village with strong church connections. Henry Wilson knew the Trask family and collaborated with their firm Charles Trask & Sons to execute his designs, for furniture and stonework, mainly for churches and public buildings.

Henry Wilson was also the architect for the restoration of the Trask family's parish church, St Mary's at Norton-sub-Hamdon. Here Wilson also designed the East Window of the South Chapel to commemorate the Trask Golden Wedding in 1904.

Henry Wilson (1864-1934) was a British architect, metalworker, jeweller and designer.

He was to become one of the most original and versatile practitioners of the Arts and Crafts style and a pioneering silversmith. Wilson spent much of his career teaching, as such he created few pieces of domestic silver. He taught in London at the Central School of Arts and Crafts, and from 1901 taught metalwork at the Royal College of Art, publishing his seminal book practical manual Silverwork and Jewellery in 1903.

He became a Master of the Art Workers Guild in 1917 and President of the Arts and Crafts Exhibition Society (1915-22).

A similar figure to this lot surmounts the lid of a dish made by Henry Wilson is held at The Victoria and Albert Museum, London. The museum notes Wilson made two chafing dishes at about the same time, showing one at the Ghent exhibition of 1913 (catalogue number 1020) and at the Paris Exhibition of British Decorative Arts held in 1914 (catalogue number 806). Guthlac Wilson, Henry Wilson's son, lent one of the two dishes to the exhibition, Victorian and Edwardian Decorative Arts, 1952 which was subsequently acquired by the Goldsmiths' Company.



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







#### BENNEY: THE UNIQUE CONTEMPORARY SILVER AND ENAMELLED CANDELABRA SUITE **'THE THREE GRACES'**

Simon Benney, London 2007

Comprising a large square form nine-light candelabra and a pair of triangular four-light candelabra. Sculptural form using sweeping curves to support a central suspended candle receiver. The polished curved bars creating a stylised 'tulip' design to the sides. The slightly curved candle receivers with white translucent enamelled panels over a rayed textured ground, the lower bases have curved triangular panels similarly enamelled, the reverse of these panels with a rayed textured surface, the inside edge further inset with rectangular enamelled panels.

The central candelabra, height 59cm, width at top 56cm x 56cm, width at base 40cm x 40cm, height to top of central light 34cm. The pair of candelabra, height 59.5cm, width at widest point and top 36cm, height to top of central light 34cm.

£250,000 - 300,000 €280,000 - 340,000 US\$310,000 - 380,000



This is an important contemporary privately commissioned work, taking two years to complete, titled 'The Three Graces'. These were unveiled at a standalone exhibition at Goldsmiths' Hall in January 2008. Weighing some 50 kilos they are the largest piece of silver to be made in the United Kingdom for some time.

"The size of the 'The Three Graces' candelabra and the thickness of the component parts, made the project very difficult, and when considering that every piece had to be shaped by hand, it required both strength and endurance as well. All the tapered arms had to be forged hot to stretch and shape them, making it a very physical job as well. The client did not want to see any fixings at the joints, so this was achieved by making blind 'T' slot joints, which had to be adjustable to allow for filing and polishing. Making sure multiple pieces matched, that joints would be right and holding all the pieces together before they were joined became a technical complexity. Holding the heavy pieces to polish them, again very physically demanding."

#### Benney

Benney was the first craftsman to hold four Royal Warrants simultaneously, with Royal Warrants from HM The Queen, Queen Elizabeth The Queen Mother, the Duke of Edinburgh and the Prince of Wales.

Simon Benney was trained by his father Gerald Benney. By adding texture to his pieces he creates an illusion of depth, and adds colour by means of enamelling to highlight this detail. Robert Winter and Alan Evans were the original master enamellers with Simon's father Gerald. Alan Evans continues to work for Simon Benney and Robert Winter worked on The Three Graces.

In recent years Benney has worked with Faberge to create an exclusive range of silver and enamelled works.

#### House Of Benney 'Handmade by Royal Appointment' **BBC4** Documentary

This documentary follows goldsmith Simon Benney from his workshop, where he creates jewellery and silverware for the Royal Household and private clients. The documentary also features Benney's silversmith and master enameller Alan Evans, who mastered with Simon's father Gerald the distinctive Benney trademark bark and enamel finishes.



The candelabra on exhibition at Goldsmiths' Hall, image courtesy of Simon Benney

Property of an Italian Gentleman Collector

Lots 104 to 110



(lot 104, front detail)



(lot 104, front detail)

Limoges in the south west region of France, has been world- famous enamels for producing enamels for centuries. Originating in the 12th century, the industry of decorating metal objects, usually in bronze and brass and mostly made for ecclesiastical purposes in champlevé coloured enamels thrived until circa 1370 when a swift decline meant that these precious manufacturing skills were almost lost. However, in the late 15th century, production of enamel returned to the region but with a move towards making more secular objects. With this revival came new techniques including painting the decoration directly onto the enamel rather than gouging out designs and then flooding them with enamel. Several notable prominent French workshops emerged with their own distinctive styles who would in some cases also signed or punch marked their work. Usually depicting mythological or religious narrative, these wares, often plates, chargers or plaques, became highly prized objects.

We would like to thank Suzanne Higgott, curator of Glass, Limoges and painted enamels at the Wallace Collection, London for her kind and generous assistance with cataloguing the following lots.

#### Literature

Suzanne. Higgott, with contributions from Isabelle Biron, Susan La Niece, Juanita Navarro and Stefan Röhrs, *The* Wallace Collection Catalogue of Glass and Limoges Painted Enamels. The Trustees of the Wallace Collection, 2011



(back detail)

#### CIRCLE OF JEAN LIMOUSIN (FRENCH, 1505-1575): TWO LIMOGES ENAMEL CALENDAR PLATES PROBABLY SYMBOLISING MAY AND JULY FROM THE TWELVE MONTHS OF THE YEAR

probably second half 16th century Each painted in colours with gilt details, the central reserves depicting landscapes, one depicting a raised dais with a seated classical maiden playing a mandolin flanked by two female attendants, with five male figures around a circular table to the background, the other depicting a harvesting scene with three agricultural workers, two figures bathing in a river to the background, the foreground marked IVIN, both within faux sapphire and emerald cabochon and faux peal borders to the rims, the rear of each with a profile portrait of a Roman emperors within similar sparser faux 'jewelled' borders, 24cm and 24.5cm diameter approximately (2)

£12,000 - 18,000 €14,000 - 20,000 US\$15,000 - 23,000



(back detail)





#### POSSIBLY ATTRIBUTABLE TO THE SUCCESSOR OF PIERRE REYMOND (1513-1584): A LIMOGES ENAMEL PLATE DEPICTING MOSES AND THE **ISRAELITES COLLECTING THE MANA**

probably late 16th / early 17th century Painted in colours with gilded details, Moses clad in a blue cloak, pointing at the bountiful starry sky, two putti at his feet, the Hebrews mostly kneeling and collecting the food in circular baskets, the encampment to the background, signed MOISE and initialled in gilt P.R., the rim with maskheads and winged serpents, the underside with a central profile portrait medallion of a warrior within a ovolo and fruiting scrolling strapwork and winged maskhead border, 20cm diameter

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

Lots 105 and 106 are comparable to similar plates included in articles on Limoges ware attributable to the Successor of Pierre Reymond featuring the life of Moses and with similar distinctive mask-head borders (although the subjects illustrated in the article are slightly different).

#### POSSIBLY ATTRIBUTABLE TO THE SUCCESSOR OF PIERRE REYMOND (1513-1584): A LIMOGES ENAMEL PLATE **DEPICTING MOSES MAKING THE WATER** FLOW FROM THE ROCK

probably late 16th / early 17th century Painted in colours with gilded details, Moses clad in a blue cloak, pointing at the water cascade, the Hebrews collecting the water in dishes and ewers, the encampment to the background, signed MOISE and initialled in gilt P.R, the rim with maskheads and winged serpents, the underside with a central profile portrait medallion of a warrior within an ovolo and fruiting scrolling strapwork and winged maskhead border, with initials PR bottom right, circa 1570, 20cm diameter 19.5cm diameter

£15,000 - 20,000 €17,000 - 23,000 US\$19,000 - 25,000

Lots 105 and 106 are comparable to similar plates included in articles on Limoges ware attributable to the Successor of Pierre Reymond featuring the life of Moses and with similar distinctive mask-head borders (although the subjects illustrated in the article are slightly different).





(back detail)



107





#### A 16TH CENTURY LIMOGES ENAMEL PLAQUE DEPICTING THE WEDDING **FEAST AT CANA**

Of rectangular form painted in colours with gilt detailing, the five guests including Jesus and Mary seated before a table set with a draped white cloth, a female servant standing before them, the background as a barrel vaulted room, 29.5cm x 20cm

£2,000 - 3,000 €2,300 - 3,400 US\$2,500 - 3,800

#### ATTRIBUTED TO THE WORKSHOP OF JEAN III PENICAUD (FRENCH, DIED 1570): A LIMOGES ENAMEL CIRCULAR PLAQUE DEPICTING CHRIST WALKING ON WATER

possibly a devotional pendant or originally inset into the lid of a Ciborium, probably late 16th

Painted en-grisaille with gilt detailing on a black ground, Christ blessing the hesitant sinking figure of St Peter, the rear of the plaque with a crowned P poncoin punched mark, possibly that of the Penicaud family, 10.5cm diameter

£3,000 - 4,000 €3,400 - 4,500 US\$3,800 - 5,000

The Pénicaud workshop had a reputation as one of the leading experts in Limoges in the mid-16th century. The illustrious enamelling dynasty was found by Nardon (Léonard) Pénicaud c.1500. Their distinctive style was based on the Renaissance taste, more specifically after the Mannerism of the Fontainebleau School. The workshop focussed on grisaille and polychrome painted enamels. Jean III Pénicaud was the son of Jean Pénicaud II whose dated works show that he was working from about 1534 to 1550. Jean II used to refer to himself as 'junior,' since records indicate that he was apprentice to his -Jean Pénicaud. Jean I pioneered the method of covering the front of a plague with foil (usually silver) in the ttempt to great a sense of luminosity.

109

#### A LATE 16TH / EARLY 17TH CENTURY LIMOGES ENAMEL PLATE DEPICTING A **HUNTSMAN AND A HOUND**

Painted en-grisaille on a blue ground with gilt detailing, the background with a rusticated dwelling, the panel border to the rim with a gilt inscription, the reverse with a classical female profile portrait within a strapwork wide border inscribed: PASLAS., 19cm diameter

£3,000 - 4,000 €3,400 - 4,500 US\$3,800 - 5,000

#### PIERRE COURTEYS (FRENCH, 1520-1602): A LIMOGES EN-GRISAILLE **ENAMELLED BOWL DEPICTING THE** LAOCOON AND HIS CHILDREN

The centre painted with the figure of the Laocoon flanked by his sons, writhing serpents entwined around the group, a harbour scene with temple to the background, the plinth beneath the group inscribed in gilt LAOCHOON and bearing indistinct date 1552?, within a gilt foliate interlaced border, the underside with four male maskheads within formalised paper scrolls and further gilt foliate scrolls, the bowl originally part of a pedestal cup or tazza, 20cm diameter, 5cm high

£5,000 - 7,000 €5,700 - 8,000 US\$6,300 - 8,800

Perhaps one of the best enamel painters of Limoges, Courteys was probably a disciple of Pierre Reymond working from circa 1550-1568. Courteys is thought to have died in 1602 and many of his works are in now the Louvre in Paris.

#### **OTHER PROPERTIES**

111

#### A 19TH CENTURY LIMOGES ENAMEL **CHARGER DECORATED WITH A SCENE** OF ARTEMIS AND APOLLO KILLING THE CHILDREN OF NIOBE, PROBABLY SAMSON IN THE MANNER OF AN ORIGINAL BY THE WORKSHOP OF PIERRE REYMOND, THE DESIGN AFTER **PHILIPPE GALLE**

The vengeful god and goddess borne aloft by a cloud, smiting the figures below as they cower in fear, Apollo with his bow and arrow and Artemis with her spear, set against a verdant landscape with a city beyond, possibly the city of Tantalus located at the foot of Mount Sipylus, visible in the background, the reverse showing a Romanesque profile in the centre with a putto below wearing the diadem of Artemis, 39cm diameter

£4,000 - 6,000 €4,500 - 6,800 US\$5,000 - 7,500

The workshop of Pierre Reymond (c.1513 -after 1584) produced exceptional pieces throughout the 16th century. There is evidence to suggest that Reymond was both the owner of his large workshop and an artist in his own right, practising for over four decades. Hence his works were an obvious source for the fine reproductions produced by Samson in the second half of the 19th century.





(111 - back detail)





#### AN ANTWERP MYTHOLOGICAL TAPESTRY DEPICTING NARCISSUS AT THE FOUNTAIN

late 17th/early 18th century

The scene woven in rich wools and silks, showing the young Narcissus leaning over the edge of a fountain to gaze at his reflection, two nymphs can be seen peering round the edge of a tree to spy on the handsome huntsman, the scene set in a lush landscape, with some architectural details in the far distance, 245cm x 225cm

£6,000 - 8,000 €6.800 - 9.100 US\$7,500 - 10,000

#### Provenance

Property of a Gentleman

The offered tapestry was formerly housed at Penkill Castle, Girvan, Scotland, then subsequently purchased from Keshishian, London, for £31,000 June 3rd 1998. Interestingly, the castle was frequented by many Pre-Raphaelite artists and is referred to by Christina Rossetti, who wrote: "Even Naples in imagination cannot efface the quiet fertile comeliness of Penkill in reality."

The present lot is thought, by repute, to have been made in the workshops of the brothers Michael and Philip Wauters (working between 1679-1704). The design is attributable to Daniel Janssens. Janssens was the Master of the Guild of Painters in Antwerp and, in the case of the present lot, the design was taken from engravings by P de Jode after Antonia Tempesta (1555 -1630)

#### Literary sources:

The most famous version of the story of Narcissus comes from Ovid's Metamorphoses, Book III (completed circa 8AD). The myth tells how the handsome young hunter Narcissus (son of Cephissus and nymph Liriope) caught the eye of the mountain nymph Echo who fell in love with him. After Narcissus rebuked her advances, the heart broken young nymph, wandered the glens without nourishment until she faded away to a mere echo. Meanwhile Nemesis, the goddess of retribution, decided to punish Narcissus and led him to a pool where he fell in love with his own reflection. As with Echo, Narcissus' love was unrequited and eventually he too faded away until all that was left was a small white flower.

#### Literature

Metamorphoses: A New Verse Translation, Ovid, translated by David Raeburn, Penguin, 2004 Engraving information, Figures 21, 23, 25-26 courtesy of the Soprintendenza per i beni artistici e storiche, Bologna



113 <sup>TP</sup>

#### A CHARMING FLEMISH TAPESTRY DEPICTING THE STORY OF NARCISSUS AND TIRESIUS, BOOK III OF OVID'S THE METAMORPHOSES.

circa 1730

Woven in wools and silks, the scene shows the naiad Liriope carrying her young son Narcissus as they meet the blind soothsayer Tiresius who foretells Narcissus' tragic fate, the figures are framed by a beautiful pastoral scene, with intricately detailed trees and foliage in the foreground, with a town visible in the far distance, 331cm x 218cm

£8.000 - 12.000 €9,100 - 14,000 US\$10,000 - 15,000

#### Provenance

Property of a Gentleman Acquired from Keshishian, purchased for £34,200, 30th Jan 1995.

#### Literary sources:

Often the name of Tiresias is attached to a specific mythical prophecy. It is used as a device to lend a personality to the generic role of the seer, usually in tragic stories. In the story of Narcissus, it is Tiresias who warns his mother, the naiad Liriope, that her son will thrive as long 'he ne'er know himself'.

In B. Phillip's 'Tapestry,' (included with the lot) the cartoon of this tapestry is shown with the caption: 'Pastoral Tapestry, woven at Aubusson in France during the 18th century.' Aubusson weavers used coarse yarn to weave their popular verdures and pastoral scenes, which were often copies of those woven earlier in at the Gobelins and Beauvais.'

#### Literature

B. Phillips, 'Tapestry,' Phaidon, 1994, p110



#### A LATE 19TH CENTURY FRENCH GILT BRONZE AND CHAMPLEVE ENAMEL MOUNTED ONYX OVAL CENTREPIECE BOWL OR JARDINIERE BY FERDINAND BARBEDIENNE ET CIE

Of squat oval form with undulating moulded rim, the body mounted with a wide champleve band of flowering scrolls and twin acanthus and reeded interlaced scrolling handles, signed to one handle F.BARBEDIENNE, on shell and classical female mask scrolling acanthus feet, 22cm high, 33cm deep, 55cm wide

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

For a comparable signed jardinière by Barbedienne see Christies, The Opulent Eye, London, 7th June 2016, lot 107

The current lot combining onyx, enamel and gilt bronze exemplifies the type of fashionable objets de luxe manufactured in France in the Orientalist style during the Second Empire. Although thought lost for centuries, the rediscovered mines of Algeria were brought back into action to supply manufacturers such Barbedienne with this highly prized stone during the Second Empire period. Onyx is type of alabaster and the distinct veining of this translucent material appealed to the luxurious tastes of the wealthy and was hence utilised for a wide range of decorative uses.

The headquarters of Maison Bardedienne were based at rue de Lancry in Paris and contemporary reports of the factory record twenty industries under one roof including a design studio for drawing, study and composition of models, a sculpture studio for their execution in plaster, wood and marble, a workshop for the mathematical reduction of the models, a workshop for furniture, another for marble and most importantly a foundry of bronze, silver and gold.



(profile view)



115 <sup>Y</sup>

#### A LATE 19TH CENTURY GILT BRASS MOUNTED IVORY AND MARQUETRY **INLAID CIRCULAR WALL PLAQUE** BY MAISON GIROUX, THE INLAID **DECORATION BY FERDINAND DUVINAGE** circa 1875

The central dished panel decorated with a Japanese pheasant pecking at a grasshopper beside flowering and fruiting foliage, the ivory inlay with: FD Bte monogram, the lower rim

with engraved retailers mark: Maison ALPH. GIROUX Paris, 40cm diameter

£7,000 - 10,000 €8,000 - 11,000 US\$8,800 - 13,000

Ferdinand Duvinage (French, 1813-1876) was a designer and director of the Parisian luxury goods store Maison Alphonse Giroux and developed a special pictorial marquetry technique combining ivory, engraved brass and various woods designed called 'une mosaïque combiné avec cloisonnement métallique' which was patented by Duvinage's widow in 1877 and used in the manufacture of all manner of decorative objets d'art including trays, tazze, jardinières and table tops. The present lot is similar to the majority of these pieces in being executed in the then highly fashionable 'Japonisme' style depicting exotic birds, bamboo and prunus borrowed from eastern sources including Canton porcelain and Meiji metalwork.

These fine and highly prized ornamental objects were shown at the 1878 Exposition Universelle in Paris and are almost always marked and etched FD and Bté (short for 'breveté' or patent) signifying that they were created between 1877, when the patent was granted, and 1882 when Madame Duvinage ceded her directorship of the firm.

#### Literature

D. Kisluk-Grosheide, Maison Giroux and its 'Oriental' Marquetry Technique, The Journal of The Furniture History Society, vol. XXXV, 1999, p.154 & p.162.







# AUCTIONEERS SINCE **European Collections** New Bond Street, London | 20 November 2019 at 10am **ENQUIRIES** A FINE FLORENTINE MID-19TH CENTURY ROSEWOOD, EBONY, FRUITWOOD, Charlie Thomas

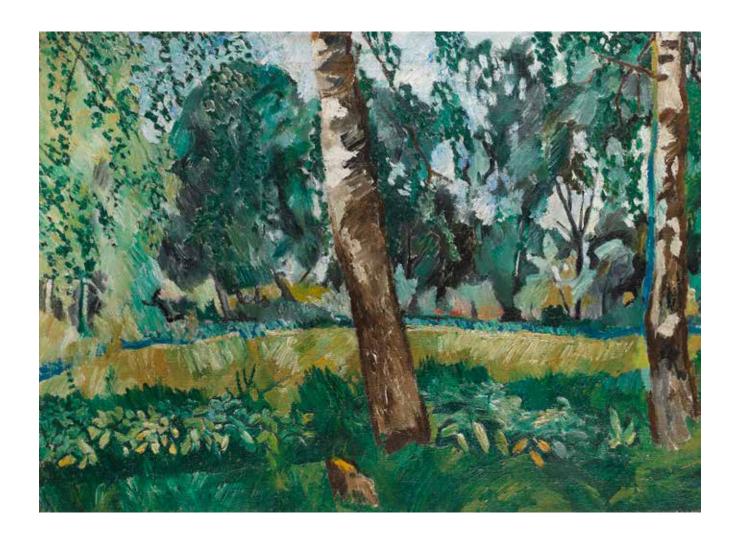
+44 (0) 20 7468 8358 charlie.thomas@bonhams.com bonhams.com/privatecollections MOTHER OF PEARL AND IVORY FLORAL MARQUETRY CENTRE TABLE

Attributed to Luigi and Angelo Falcini, from a private Roman Collection. £15,000 - 20,000 \*

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

# **Bonhams**

**AUCTIONEERS SINCE 1793** 



## The Russian Sale

New Bond Street, London | 27 November 2019, 3pm

#### **VIEWING**

24 November, 11am - 3pm 25 November, 9am - 4.30pm 26 November, 9am - 4.30pm 27 November, 9am - 12pm

#### **ENQUIRIES**

+44 (0) 20 7468 8338 daria.chernenko@bonhams.com bonhams.com/russian NATALIA SERGEEVNA GONCHAROVA (RUSSIAN, 1881-1962)

Birch trees £120,000 - 150,000 \*

# **Bonhams**

**AUCTIONEERS SINCE 1793** 



# Alexandre Noll The Collection of Dominique T Noll

New York | December 13, 2019

#### **ENQUIRIES**

+1 (212) 710 1306 design.us@bonhams.com

bonhams.com/design

#### ALEXANDRE NOLL (1890-1970)

Sculpture (Untitled) 1964-65 ebony, carved 'ANOLL' height 38 1/4in (97cm) \$100,000 - 150,000

#### **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 l ot is in good condition. Flectronic 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

#### **Fstimates**

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 Buver'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

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

Hammer Price	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

#### 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buver's Premium:

- † VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buver's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer's Premium which will be invoiced on a VAT inclusive basis.

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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 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  $\Sigma$ 5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards 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 would 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 I of, 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 DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrance.

# 18. FURNITURE

### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Gemstones

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

#### **Estimated Weights**

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

#### Signatures

### 1. A diamond brooch, by Kutchinsky

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

# 2. A diamond brooch, signed Kutchinsky

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

### 3. A diamond brooch, mounted by Kutchinsky

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

### 20. PHOTOGRAPHS

# Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/ or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

#### 21. PICTURES

### **Explanation of Catalogue Terms**

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

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

#### 22. PORCELAIN AND GLASS

#### **Damage and Restoration**

For your guidance, in our Catalogues we 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

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

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

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

### **Bottling Details and Case Terms**

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

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

# SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties

- under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, \*, G,  $\Omega$ ,  $\alpha$  see clause 8, VAT, for details.

#### **DATA PROTECTION - USE OF YOUR INFORMATION**

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

# **APPENDIX 1**

#### CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or 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.

# SELLER'S UNDERTAKINGS

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- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary):
  - 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 any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

# 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

#### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

### 6 PAYMENT

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

### COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

# 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract:
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds:
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
  - You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

# 9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;

- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- in any circumstances where the Seller is liable to 9.3.3 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.
- 0.12 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 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.

#### THE CONTRACT

1

- 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 and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

# 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

# 3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;

- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 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.
- 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:
- 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. Departure 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
- 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.
- 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 or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 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;

- 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:
- 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
- 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.
- 3.11 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 antiterrorism 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.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, 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.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 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 paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all

charges due under the Storage Contract.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 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 *l ot* in accordance with paragraph 3. and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, 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.

# 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;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract.

- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

#### 9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Fordery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

# 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a l ot, 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.

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

#### 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;

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

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

### but not if

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

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

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

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

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

If we are reasonably satisfied that a Lot is a 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

- "Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.
- "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  $\ensuremath{\textit{Bonhams}}$  conducting the  $\ensuremath{\textit{Sale}}.$
- **"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.
- "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
  "Withdrawal Notice" the Seller's written notice to Bonhams
  revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

# GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.

- "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordinaly.
- **"interpleader proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
  "title": the legal and equitable right to the ownership of a Lot.
  "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

# SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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